



CITY OF COSTA MESA

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

Agenda

Tuesday, June 20, 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. If the Zoom feature is having system outages or experiencing other critical issues, the meeting will continue in person.

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

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

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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=dnpFelc5TnU4a3BKWVlyRVZMallZZz09>

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.

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].

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

CLOSED SESSION - 4:00 P.M.

Council Member Reynolds will be attending the meeting via Zoom Webinar from:
Moxy Oakland Downtown Hotel, 2225 Telegraph Ave
Oakland, CA, 94612

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
ANTICIPATED LITIGATION - ONE CASE
Pursuant to California Government Code Section 54956.9 (d)(2)
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to California Government Code Section 54957, (b)(1)
Title: City Manager

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

JUNE 20, 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

Council Member Reynolds will be attending the meeting via Zoom Webinar from:
Moxy Oakland Downtown Hotel, 2225 Telegraph Ave
Oakland, CA, 94612

CALL TO ORDER

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

MOMENT OF SOLEMN EXPRESSION

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

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS:

1. Presentation: Michele Richards, CEO, Orange County Fair & Event Center

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

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

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

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Each council member is limited to 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:

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 ALI23-1266 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](#) [23-1267](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Charlynn Gerber, Jonathan Godinez, Mark Herschthal, Emily Keller, Erica Callahan, Colin Callahan, Erin Callahan, Khosrow Jahanbin, Mercury Insurance (Daniel Vo).

3. **[ADOPTION OF WARRANT RESOLUTION](#)** **[23-1272](#)**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2700.

Attachments: [1. Summary Check Register week of 5.29.23](#)
[2. Summary Check Register week of 6.5.23](#)

4. **[MINUTES](#)** **[23-1268](#)**

RECOMMENDATION:

City Council approve the minutes of the regular meeting of June 6, 2023.

Attachments: [06-06-2023 Draft Minutes](#)

5. **[ACCEPTANCE OF THE 2022 PROPOSITION 69 FUNDS](#)** **[23-1243](#)**

RECOMMENDATION:

Staff recommends City Council:

1. Adopt Proposed Resolution 2023-XX authorizing the acceptance of the 2022 Proposition 69 funds and authorizing the City Manager or designee to accept the funds in the amount of \$122,606.
2. Approve revenue and expense appropriations in the amount of \$122,606 from the Proposition 69 funds.

Attachments: [1. Resolution Authorizing Acceptance of Proposition 69 Funds](#)

6. **[ORANGE COUNTY TRANSPORTATION AUTHORITY TIER 1 GRANT PROGRAM APPLICATION FOR A HYDRODYNAMIC SEPARATOR \(HDS\) AT COSTA MESA COUNTRY CLUB](#)** **[23-1244](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt proposed Resolution No. 2023-xx for the submittal of a grant application to the Orange County Transportation Authority (OCTA) Environmental Cleanup Program (ECP), Tier 1 Grant for the procurement and installation of a Hydrodynamic Separator (HDS) at Costa Mesa Country Club.
2. Authorize the Public Works Director or designee as the City's representative.

Attachments: [1. Resolution](#)

7. **RENEWED MEASURE M (M2) ELIGIBILITY** **23-1246**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the City's Maintenance of Effort (MOE) for Fiscal Year 2023-24 (Attachment 1).
2. Approve the M2 Seven-Year Capital Improvement Program (CIP) comprised of the City's Five-Year and future year CIP for FY 2023-24 through FY 2029-30 (Attachment 2).
3. Adopt Resolution No. 2023-xx, for the Master Plan of Arterial Highways Conformance and Mitigation Fee Program (Attachment 3).
4. Adopt Resolution No. 2023-xx, for the Update of the Local Signal Synchronization Plan (Attachment 4).
5. Authorize staff to submit documents to meet M2 Eligibility requirements.

Attachments: [1. Maintenance of Effort \(MOE\) Certification Form](#)
[2. FY-23-24 Eligibility CIP](#)
[3. Proposed Resolution \(Measure M Program\)](#)
[4 Proposed Resolution \(LSSP\)](#)
[5. Costa Mesa LSSP 2023](#)

8. **SCHOOL CROSSING GUARD SERVICES** **23-1247**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve proposed Amendment No. 3 to the Professional Services Agreement (PSA) with All City Management Services (ACMS), increasing the maximum compensation by \$25,000 for school crossing guard services for the 2022-23 school year, for a total not-to-exceed amount of \$254,027.63.
2. Authorize the City Manager and the City Clerk to execute the amendment and future authorized amendments to the Professional Services Agreement.

Attachments: [1. Proposed Amendment No. 3 to PSA](#)
[2. PSA and Amendment No. 1](#)
[3. Amendment No. 2 to PSA](#)

9. **PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL PUBLIC WORKS/ ENGINEERING STAFF SUPPORT SERVICES** **23-1255**

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Kabbara Engineering for a three-year period starting on July 1, 2023, with two one-year renewal periods for a not to exceed amount of \$300,000.
2. Award a Professional Services Agreement (PSA) to Z&K Consultants, Inc. for a three-year period starting on July 1, 2023, with two one-year renewal periods for a not to exceed amount of \$300,000.
3. Authorize the City Manager or designee to execute the agreements and any future authorized amendments to these agreements.

Attachments: [1. PSA with Kabbara Engineering](#)
[2. PSA with Z&K](#)

10. **AUTHORIZE THE PURCHASE OF FORD FLEET VEHICLES** **23-1270**

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize by minute action, that compliance with the bidding requirements and procedures is inefficient and not in the best interest of the City, based on identified conditions and supported by substantial evidence.
2. Authorize the purchase of Ford fleet vehicles from local authorized Ford dealerships.
3. Authorize the City Manager or designee to execute the necessary documents for the purchase of new and replacement Ford fleet vehicles as approved in Fiscal Years 2021-22, 2022-23, and 2023-24 annual budgets.

Attachments: [1. List of Approved Vehicles](#)

11. [RESOLUTION ADOPTING THE FY 2023-2024 STATEMENT OF INVESTMENT POLICY](#)

RECOMMENDATION:

Staff recommends the City Council Adopt Resolution No. 2023-xx (Attachment 1) approving the Statement of Investment Policy for FY 2023-2024 (Attachment 2).

Attachments: [1. Resolution No. 2023-xx Adopting Investment Policy](#)
[2. FY 2022-23 Costa Mesa Draft Investment Policy](#)

12. [AMENDMENT NUMBER THREE TO PROFESSIONAL SERVICES AGREEMENT WITH LYONS SECURITY SERVICE, INC.](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve proposed Amendment No 3 to the Professional Services Agreement (PSA) with Lyons Security Services, Inc., increasing the maximum compensation by \$45,000 for unarmed security guard services for the Lions Park Campus and the Costa Mesa Senior Center, for a total not-to-exceed amount of \$300,000 with a contingency of 10%, or \$30,000, for a total amount of \$330,000.
2. Authorize the City Manager and City Clerk to execute the agreement and all future amendments to the Professional Services 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. **[SMART CAMP MEMORANDUM OF UNDERSTANDING](#)** **[23-1189](#)**

RECOMMENDATION:

Staff recommends the City Council approve the Memorandum of Understanding (MOU) between the City and Newport-Mesa Unified School District to provide SMART Camp to Costa Mesa residents and authorize the City Manager and City Clerk to execute the agreement and future amendments to the agreement.

Attachments: [1. SMART Camp MOU Proposal](#)

2. **[COMPENSATION PLAN AND SALARY SCHEDULE REVISIONS FOR 2023-1271](#)**
[DESIGNATED CLASSIFICATIONS REPRESENTED BY THE COSTA](#)
[MESA CITY EMPLOYEES ASSOCIATION AND THE COSTA MESA](#)
[DIVISION MANAGERS ASSOCIATION](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt Resolution Number 2023-XX revising the pay ranges for designated classifications represented by the Costa Mesa City Employees Association.
2. Adopt Resolution Number 2023-XX revising the pay ranges for designated classifications represented by the Costa Mesa Division Managers Association.

Attachments: [1. CMCEA Resolution](#)
[2. CMDMA Resolution](#)

3. [FISCAL YEAR 2022-23 PRELIMINARY UNAUDITED YEAR-END 23-1265
FINANCIAL REPORT](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager, or her designee, to allocate and appropriate Fiscal Year 2022-23, if available, year-end savings as follows:
 - a. Deposit \$1.5 million into the City's Section 115 Trust to reduce existing pension liabilities;
 - b. Allocate up to \$1.5 million into the Housing Authority Fund for the General Plan Housing Element implementation program; and
 - c. Appropriate \$1.0 million for transfer to the Self Insurance Fund for the Workers' Compensation program.
2. Transfer actual amounts needed to cover the remaining COVID-19 and winter storm related costs in the Disaster Fund, from the American Rescue Plan Act Fund (ARPA), currently estimated at \$500,000.

Attachments: [1. General Fund Overview](#)

4. **AGREEMENTS FOR HOUSING-RELATED SUPPORTIVE SERVICES****§3-1263**
IMPLEMENTING THE PREVIOUSLY-APPROVED HOME-AMERICAN
RESCUE PLAN (HOME-ARP) FUNDING ALLOCATION PLAN

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager and City Clerk to appropriate and execute an agreement funded by HOME-ARP and ARPA funding with Community Legal Aid of Orange County in the amount of \$250,000 for a one (1) year term with an additional three (3) year renewal options depending on funding, in substantially the same form as attached and in such final form as approved by the City Attorney.
2. Authorize the City Manager and City Clerk to appropriate and execute an agreement funded by HOME-ARP and ARPA funding with Project Hope Alliance in the amount of \$120,000 for a one (1) year term with an additional three (3) year renewal options depending on funding, in substantially the same form as attached and in such final form as approved by the City Attorney.
3. Authorize the City Manager and City Clerk to appropriate and execute an agreement funded by HOME-ARP and ARPA funding with Stand UP for Kids in the amount of \$72,348 for a one (1) year term with an additional three (3) year renewal options depending on funding, in substantially the same form as attached and in such final form as approved by the City Attorney.
4. Authorize the City Manager and City Clerk to appropriate and execute an agreement funded by HOME-ARP and ARPA funding with Trellis in the amount of \$29,640 for a one (1) year term with an additional three (3) year renewal options at \$87,952 depending on funding, in substantially the same form as attached and in such final form as approved by the City Attorney.
5. Authorize the City Manager and the City Clerk to appropriate and execute an amendment to the existing agreement with Mercy House to add ARPA funding allocated to rental assistance in the FY 23-24 Adopted Budget, plus an additional \$750,000 in ARPA funds, to continue to provide rental assistance in the City of Costa Mesa and extend the term of the agreement to December 31, 2024.
6. Authorize the City Manager, or the City Manager's Designee, to amend the HOME-ARP Allocation Plan to re-allocate \$100,000 from Development and Support of Affordable Housing to Supportive Services.

Attachments: [1. RFP NO. 23-15](#)
[2. HOME ARP Proposals](#)
[3. Community Legal Aid Subrecipient Draft Agreement HOME-ARP](#)
[4. Project Hope Alliance Subrecipient Draft Agreement HOME-ARP](#)
[5. Stand UP for Kids Subrecipient Draft Agreement HOME-ARP](#)
[6. Trellis Subrecipient Draft Agreement HOME-ARP](#)
[7. Mercy House Rental Assistance Agreement Amendment 4](#)

5. COSTA MESA BRIDGE SHELTER CAPACITY PROJECT 23-1202

RECOMMENDATION:

Staff recommends the City Council:

1. Approve Amendment No. One to the Memorandum of Understanding with the City of Newport Beach to increase their annual payment by \$275,000 for an updated annual contribution of \$1,275,000 and a one-time payment of \$50,000 to cover capital costs; and appropriate said funds to the Housing Authority Budget.
2. Approve proposed Amendment No. One to the Subrecipient Agreement with Bracken's Kitchen increasing the compensation by \$73,000 for a new annual not-to-exceed amount of \$400,600.
3. Approve Amendment No. One to the Subrecipient Agreement with Mercy House increasing the compensation by \$185,286 for a new annual not-to-exceed amount of \$2,185,286.
4. Authorize the City Manager and City Clerk to execute all agreements and any amendments to the agreements.

Attachments: [1. Amendment No 1 - Mercy House PSA](#)
[2. Amendment No 1 - Newport Beach MOU](#)
[3. Amendment No 2 - PSA with Bracken's Kitchen Inc. - 6.1.23](#)

6. **COMMITMENT OF \$4,000,000 TO AMERICAN FAMILY HOUSING FOR 23-1204
THE TRAVELODGE NORTH HOUSING PROJECT AS PART OF
HOMEKEY ROUND 3**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve a commitment of \$2,500,000 in Low- and Moderate-Income Housing Asset Funds and \$1,500,000 in ARPA funds to American Family Housing for conversion of the Travelodge North Motel as a Homekey Round 3 permanent housing project.
2. Authorize the City Manager or their designee to execute a Commitment Letter with American Family Housing in the amounts listed above for the Travelodge North Homekey project.
3. Authorize the City Manager to execute all applicable agreements to bring the Travelodge North Homekey project to fruition.

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

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1266

Meeting Date: 6/20/2023

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 #: 23-1267

Meeting Date: 6/20/2023

TITLE:

READING FOLDER

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

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Charlynn Gerber, Jonathan Godinez, Mark Herschthal, Emily Keller, Erica Callahan, Colin Callahan, Erin Callahan, Khosrow Jahanbin, Mercury Insurance (Daniel Vo).



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1272

Meeting Date: 6/20/2023

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. 2700.

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. 23-12 On Cycle for \$3,350,044.52 and City operating expenses for \$2,466,398.43

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0240577	5/31/2023	V	Cal Fire	0000013013	12/23/22	(600.00)
		Line Description: Did not received check.				
0241981	6/1/2023	V	Spectrum Gas Products	0000012653	03/31/23	(303.24)
		Line Description: Vendor did not received payment.				
TOTAL						(\$903.24)

amount
20,832.65
32,118.05
908,473.15
(600.00)
(303.24)
960,520.61

Bank: DDP1
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015615	05/31/23	P	Alan F Kent	0000006393	2,174.79
			Line Description: 1% Supplimental Pay-Jun 23		
015616	05/31/23	P	Beckee Cost	0000016309	946.08
			Line Description: 1% Suppliemntal Pay-Jun 23		
015617	05/31/23	P	Chris Morris	0000007439	2,500.00
			Line Description: Monthly LTD Payment-Jun 2023		
015618	05/31/23	P	Danny Hogue	0000006802	1,137.03
			Line Description: 1% Suppliemntal Pay-Jun 23		
015619	05/31/23	P	Darlene Bell	0000005602	580.54
			Line Description: 1% Suppliemntal Pay-Jun 23		
015620	05/31/23	P	David A Dye	0000002065	260.90
			Line Description: 1% Suppliemntal Pay-Jun 23		
015621	05/31/23	P	Edward Dryzmala	0000006686	1,377.28
			Line Description: 1% Suppliemntal Pay-Jun 23		
015622	05/31/23	P	Gale Tuso	0000017460	233.08
			Line Description: 1% Suppliemntal Pay-Jun 23		
015623	05/31/23	P	George J Yezbick Jr	0000005045	1,164.00
			Line Description: 1% Suppliemntal Pay-Jun 23		
015624	05/31/23	P	Harlan Pauley	0000003569	232.12
			Line Description: 1% Suppliemntal Pay-Jun 23		

Bank: DDP1
Cycle: AEOM

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
015625	05/31/23	P	James M Miller	0000007440	2,500.00
			Line Description: Monthly LTD Payments-Jun 2023		
015626	05/31/23	P	Kathleen Zuorski	0000025225	504.52
			Line Description: 1% Suppliemntal Pay-Jun 23		
015627	05/31/23	P	Linda Boylan	0000023340	57.98
			Line Description: 1% Supplymental Pay Jun 23		
015628	05/31/23	P	Matthew J Collett	0000001720	856.58
			Line Description: 1% Suppliemntal Pay-Jun 23		
015629	05/31/23	P	Paul A Cappuccilli	0000007705	1,214.50
			Line Description: 1% Suppliemntal Pay-Jun 23		
015630	05/31/23	P	Phil Dickens	0000005801	511.76
			Line Description: 1% Suppliemntal Pay-Jun 23		
015631	05/31/23	P	Richard J Johnson	0000005620	1,255.66
			Line Description: 1% Suppliemntal Pay-Jun 23		
015632	05/31/23	P	Thomas J Lazar	0000002925	1,703.25
			Line Description: 1% Suppliemntal Pay-Jun 23		
015633	05/31/23	P	William H Bechtel	0000001224	1,622.58
			Line Description: 1% Suppliemntal Pay-Jun 23		
TOTAL					<u>\$20,832.65</u>

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015634	06/02/23	P	Arzo Azad	0000029744	1,250.00
			Line Description: College Tuition Reimb-Spr 2023		
015635	06/02/23	P	Complex Appellate Litigation Group LLP	0000030056	4,838.40
			Line Description: Legal Svcs-SoCal Raw		
			Legal Svcs-SoCal Raw		
			Legal Svcs-Ohio House		
			Legal Svcs-SoCal Raw		
015636	06/02/23	P	Emilio Soto	0000025873	225.00
			Line Description: Safety Shoes		
015637	06/02/23	P	Emily Pulaski	0000022350	117.90
			Line Description: CPRS Conf Exp Reimb		
015638	06/02/23	P	Frank Nguyen	0000025830	4,758.17
			Line Description: Advance Disability 6/1-6/30/23		
015639	06/02/23	P	Jason Bush	0000030130	40.00
			Line Description: PC 832 Arrest		
015640	06/02/23	P	Jonathan Roman	0000030128	24.00
			Line Description: Sandar Field Soberiety Testing		
015641	06/02/23	P	Jones & Mayer	0000014653	15,490.08
			Line Description: #115700-Opiod		
			#115698-Nasin		
			#115696-Moyer		
			#115692-Hauck		
			#115691-Corum		
			#115689-Armond		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> #115688-440 Fair Dr/1179 NP #115703-SoCal Recovery #115699-Ohio House LLC #115693-Lawson #115694-Leaman #115690-Carreras #115695-McCready #115697-Murtaugh #115701-Schaefer #115702-Shalhoub #115704-Yellowstone #115706-Zavala Cruz		
015642	06/02/23	P	Joshua Kuo	0000010901	24.00
			<i>Line Description:</i> Sherman Block SLI#7-JK		
015643	06/02/23	P	Joyce LaPointe	0000006332	288.00
			<i>Line Description:</i> Becoming Police Chief-JLP		
015644	06/02/23	P	Kristofer Moore	0000025526	500.00
			<i>Line Description:</i> Clothing Allowance 22-23		
015645	06/02/23	P	Todd Palombo	0000007100	4,562.50
			<i>Line Description:</i> Advance Disability 6/1-6/30/23		
TOTAL					\$32,118.05

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242858	06/02/23	P	County Of Orange Treasurer-Tax Collector	0000007209	16,699.16
			Line Description: Parking Citation Proces-Apr 23		
0242859	06/02/23	P	Dell Computer Corp	0000001962	68,656.13
			Line Description: DELL NETWORK CABLE AND STORAGE		
			NETWORK CONNECTIVITY AND STORA		
			Sales Tax 7.75%		
			Replace damaged monitor		
			Dell Micro AIO Stand		
			Optiplex Micro Plus 7010		
			Dell Ultra Sharp 24" Monitor		
			Dell Ultral Sharp 24" Monitor		
			Dell Monitor Slim Soundbar SB5		
			SALES TAX (7.75%)		
			Environmental Fee		
0242860	06/02/23	P	Dooley Enterprises Inc	0000002026	21,336.01
			Line Description: Ammunition Rounds-Full Metal J		
			Sales Tax 7.75%		
			Ammunition Rounds-Ranger T-ser		
0242861	06/02/23	P	FM Thomas Air Conditioning Inc	0000017151	23,791.00
			Line Description: Service for Senior Center		
			Heat Exchangers-Senior Center		
0242862	06/02/23	P	FileOnQ Inc.	0000030101	45,000.00
			Line Description: Evidence Mgmt Software		
0242863	06/02/23	P	GMS Elevator Services	0000028704	21,161.25
			Line Description: CH Elevators Proj 20-03/200091		
			Retention Proj 20-03/200091		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242864	06/02/23	P	Interwest Consulting Group Inc	0000021505	24,656.08
		<i>Line Description:</i>	Staff Support-PW Eng/Transport Consulting Svcs. for various C Plan Review Svc-Apr 23 Staff Support-Engineering/Tran Consulting Svcs. for various C Consulting Svcs. for various C Adam/Pinecreek Proj-Apr 23 Consulting Svcs. for various C Consulting Svcs. for various C		
0242865	06/02/23	P	National Auto Fleet Group	0000021631	132,505.81
		<i>Line Description:</i>	2023 Chevrolet Bolt Replcmnt 2022 Ford F250 Crew Cab Unit 3 2022 Ford Edge Replacement 739		
0242866	06/02/23	P	Quinn Company	0000023844	199,832.10
		<i>Line Description:</i>	2033 Caterpillar 308 Excavator		
0242867	06/02/23	P	SCA of CA, LLC	0000029971	66,846.87
		<i>Line Description:</i>	Street Sweeping-Res/Art Street Biweekly Pressure Wash-Bus She Powerwashing-Newport/W 19th St		
0242868	06/02/23	P	32nd District Agricultural Assn	0000003432	300.00
		<i>Line Description:</i>	Officer Training-Patrol 11/10/ Officer Training-1/7/2020 Officer Training-1/6/2020		
0242869	06/02/23	P	AY Nursery	0000001142	3,566.53
		<i>Line Description:</i>	Tree Purchase for Park Tree Purchase for Parkways		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242870	06/02/23	P	Advexure LLC	0000029239	13,519.50
		<i>Line Description:</i>	DJI MAVIC THERMAL		
			SALES TAX (7.75%)		
			SOURCEWELL DISCOUNT		
0242871	06/02/23	P	Air Exchange Inc	0000024177	5,357.96
		<i>Line Description:</i>	Vehicle Exhust Emergency Work		
			Vehicle Exhust Emergency Work		
			Vehicle Exhust Emergency Work		
0242872	06/02/23	P	All City Managment Services Inc	0000009480	6,681.70
		<i>Line Description:</i>	Schl Crsng Guard 2/19-3/4/23		
0242873	06/02/23	P	Allstar Fire Equipment Inc	0000000986	10,766.48
		<i>Line Description:</i>	SHIPPING		
			LADDER LINE		
			HAYLARD CLAMP		
			SALES TAX (7.75%)		
			HOSE EQUIPMENT		
			SALES TAX (7.75%)		
0242874	06/02/23	P	Alonso Paez	0000030156	239.80
		<i>Line Description:</i>	Refund Permit B23-00117		
0242875	06/02/23	P	Alta Planning & Design	0000013648	4,132.15
		<i>Line Description:</i>	Bicycle Sign ProgThru 4/28/23		
0242876	06/02/23	P	American Alarm Systems Inc	0000008900	105.50
		<i>Line Description:</i>	Service Call-5/17/23		
0242877	06/02/23	P	American Camper Shells & Van Works	0000028888	7,507.91

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: SALES TAX (7.75%) 2022 CHEVY SILVERADO TRAIL BOS		
0242878	06/02/23	P	Atlas Planning Solutions	0000026909	11,300.00
			Line Description: LHMP-Apr 2023		
0242879	06/02/23	P	B & M Lawn & Garden Center	0000001151	1,551.59
			Line Description: Front Line Saw		
0242880	06/02/23	P	BKF Engineers	0000024944	1,748.90
			Line Description: Design Svs-Placentia Ave Storm		
0242881	06/02/23	P	BTAC Training	0000029248	202.50
			Line Description: Arson/Fire Investigation		
0242882	06/02/23	P	Bartel Associates LLC	0000017771	5,825.00
			Line Description: Actuarial Consulting Svc		
0242883	06/02/23	P	Bee Busters Inc	0000007572	330.00
			Line Description: Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement		
0242884	06/02/23	P	Bobs Billiards Services	0000026351	1,996.29
			Line Description: SALES TAX (7.75%) POOL TABLE REPAIRS		
0242885	06/02/23	P	Bracken's Kitchen Inc	0000029468	12,221.33
			Line Description: Shelter Meal Svcs5/8-5/21/23		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242886	06/02/23	P	Bureau Veritas North America Inc	0000016616	8,288.96
			Line Description: Fire Review		
			Fire Plan Review		
			Bldg Permit Check Svc-Apr 23		
0242887	06/02/23	P	CDCE Inc	0000019481	2,511.45
			Line Description: Battery Charger		
			Shipping Fee		
			Sales Tax 7.75%		
			Standard Battery		
0242888	06/02/23	P	CDW Government Inc	0000005402	1,742.71
			Line Description: Two Printers		
0242889	06/02/23	P	CSG Consultants Inc	0000001887	446.64
			Line Description: Fire Plan Review-Apr 23		
0242890	06/02/23	P	Cal Fire	0000013013	600.00
			Line Description: FSTEP Training-Fire Control3		
			FSTEP Training-Fire Control3		
0242891	06/02/23	P	Calero Software LLC	0000024713	3,158.36
			Line Description: Maintenance of VERASMART		
0242892	06/02/23	P	Catalis LLC	0000030057	7,314.00
			Line Description: MOBILE APP SAAS		
0242893	06/02/23	P	Chino Valley Fire District	0000016864	3,000.00
			Line Description: Training		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242894	06/02/23	P	City of Huntington Beach <i>Line Description:</i> Helicopter Svcs-Apr 23	0000002599	10,560.00
0242895	06/02/23	P	Clinton & Clinton <i>Line Description:</i> Spbn Deposit Rfnd 001-00363783	0000030028	275.00
0242896	06/02/23	P	Connell Chevrolet <i>Line Description:</i> 309-Tire	0000001763	239.71
0242897	06/02/23	P	CopWare Inc <i>Line Description:</i> CA Peace Officers Legal Source	0000014730	2,025.00
0242898	06/02/23	P	Data Ticket Inc <i>Line Description:</i> Parking Citation Proces-Mar 23 Parkin Citation Process Apr 23	0000010929	11,202.26
0242899	06/02/23	P	ECMS Inc <i>Line Description:</i> Sales Tax Alternations for 10 turnouts	0000020118	1,108.63
0242900	06/02/23	P	Engineering Services & Design of Socal <i>Line Description:</i> PD Ground Repairs 70% Plans	0000030126	3,850.00
0242901	06/02/23	P	Entenmann Rovin Company <i>Line Description:</i> Retirement Badge & Wallet FIAT Badges Badge	0000002130	717.24
0242902	06/02/23	P	Everett Dorey LLP <i>Line Description:</i> Legal Svcs-Mar 23	0000026882	8,708.75

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Legal Svcs-Feb 2023 Legal Svcs-Apr 2023		
0242903	06/02/23	P	FireStats LLC	0000026188	2,850.00
			Line Description: Data Analysis Tool Jan-Mar 23		
0242904	06/02/23	P	Fleet Services Inc	0000002239	800.70
			Line Description: Stock-Exhaust Elbow Regen Valve Kit Torque Rod		
0242905	06/02/23	P	Ford Fleet Care	0000026262	2,423.59
			Line Description: Ford Parts-April 2023		
0242906	06/02/23	P	Fuel Pros Inc	0000026476	760.00
			Line Description: Monthly Do Inspection-PD Monthly DO Inspection-FS2 Monthly DO Inspection-FS6 Monthly Do Inspection-CY		
0242907	06/02/23	P	Galls LLC	0000002297	4,426.40
			Line Description: Uniform-Chief R Lawrence Uniform-Comm OFC J Brothers Uniform Uniform Safety Vest-Valdenor Safety Vest-Toy FTO Patch Uniform-South Uniform-Sieder Uniform-Barnes		
0242908	06/02/23	P	IAM Pacific Wellness Inc.	0000029833	125.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Bi Annual Preventative Maint		
0242909	06/02/23	P	Image Concepts	0000026883	462.52
			<i>Line Description:</i> Uniform-Field Staff		
0242910	06/02/23	P	Irv Seaver Motorcycles	0000010272	973.24
			<i>Line Description:</i> 636-Level 2 Service		
0242911	06/02/23	P	Irvine Ranch Water District	0000005112	768.45
			<i>Line Description:</i> 106 Del Mar 4/7-5/5/23 2603 Elden 4/6-5/4/23 258 Brentwood 4/7-5/5/23 261 Monte Vista 4/7-5/5/23 170 Del Mar 4/7-5/5/23 308 University 4/7-5/5/23 220 23rd St 4/6-5/5/23		
0242912	06/02/23	P	Jonathan Reza	0000030157	275.00
			<i>Line Description:</i> Sbpn Dep Refund 001-00363783		
0242913	06/02/23	P	Knorr Systems Inc	0000005036	518.26
			<i>Line Description:</i> Pool Chemicals		
0242914	06/02/23	P	Landscape Structures Inc	0000024524	9,645.34
			<i>Line Description:</i> Playground Parts for Shifter		
0242915	06/02/23	P	Learning Tree International	0000009019	2,355.00
			<i>Line Description:</i> TRAINING COURSE Brandon Nguyen		
0242916	06/02/23	P	Liebert Cassidy Whitmore	0000002960	202.50
			<i>Line Description:</i> Legal Services - PD-March 23		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242917	06/02/23	P	Medieval Times	0000003126	924.75
			Line Description: Excursion Admission Summer 23		
0242918	06/02/23	P	Mesa Art & Framing	0000002944	1,400.75
			Line Description: SALES TAX (7.75%) UTILITY BOX WRAPPING		
0242919	06/02/23	P	Mouse Graphics	0000001170	1,369.50
			Line Description: SALES TAX (7.75%) GRAND FORMAT PRINTS FOR UTILIT		
0242920	06/02/23	P	NMAI LLC	0000029198	3,598.00
			Line Description: HQS Inspections-CM Village/SJM		
0242921	06/02/23	P	Nico Hospitality LLC	0000028926	1,295.90
			Line Description: Hotel Occupancy Agreement Hotel Occupancy Agreement		
0242922	06/02/23	P	Niki Parker	0000002913	375.00
			Line Description: Instructor Pmnt-Winter 2022		
0242923	06/02/23	P	Noah Wellikson	0000030158	176.13
			Line Description: Sbpn Dep Rrnd 001-00365039		
0242924	06/02/23	P	Norwood Management LLC	0000029243	12,875.00
			Line Description: Rent for June 2023		
0242925	06/02/23	P	Nutrien AG Solutions Inc	0000026392	2,615.10

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Field Marking Material		
0242926	06/02/23	P	Omari Smith	0000029906	120.00
			<i>Line Description:</i> Basketball Referee-5/24/23		
0242927	06/02/23	P	Orange Coast Petroleum Equipment Inc	0000003461	2,386.67
			<i>Line Description:</i> Fuel Hose & Nozzles		
0242928	06/02/23	P	Peace of Mind Financial Consulting Inc	0000029150	4,180.00
			<i>Line Description:</i> Consulting Svcs-May 2023		
0242929	06/02/23	P	Permit Management Solutions	0000024925	2,301.00
			<i>Line Description:</i> Consulting Staffing Svcs		
0242930	06/02/23	P	Phone Supplements Inc	0000003625	134.35
			<i>Line Description:</i> Supplies-Comm (final)		
0242931	06/02/23	P	Post Alarm Systems Inc	0000026907	337.50
			<i>Line Description:</i> Labor 5/17 Svcs Call		
0242932	06/02/23	P	Priceless Pet Rescue	0000026000	1,225.00
			<i>Line Description:</i> Animal Transfer Fees April 23		
0242933	06/02/23	P	Priority Landscape Services LLC	0000026592	8,296.00
			<i>Line Description:</i> Landscape Maint FVP Wet Mar 23 Landscape Maint FVP Apr 23		
0242934	06/02/23	P	RVCAP INC	0000030073	435.90
			<i>Line Description:</i> 724- Body Repair		

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>
0242935	06/02/23	P	Rainone Enterprises LLC	0000030151	750.00
			<i>Line Description:</i> Camp Costa Mesa 2023		
0242936	06/02/23	P	Regents of the University of California	0000012780	1,518.75
			<i>Line Description:</i> COCM Summer Teen Camp 23		
0242937	06/02/23	P	Resource Building Materials	0000024350	743.48
			<i>Line Description:</i> Silica Sand for Removing Graff		
0242938	06/02/23	P	S Gordin Structural Design &	0000014546	840.00
			<i>Line Description:</i> Structure Observation		
0242939	06/02/23	P	Sean Simon	0000029869	120.00
			<i>Line Description:</i> Basketball Referee-5/24/23		
0242940	06/02/23	P	Sky Zone Westminster	0000030152	1,250.00
			<i>Line Description:</i> Camp Costa Mesa 2023		
0242941	06/02/23	P	So Cal Sandbags Inc	0000024349	934.88
			<i>Line Description:</i> Screened Dirt		
0242942	06/02/23	P	South Coast Emergency Vehicle Services	0000003643	734.30
			<i>Line Description:</i> Switch Replacement-Stock Stock-Conversion Valve		
0242943	06/02/23	P	Southern California Edison Company	0000004088	8,081.07
			<i>Line Description:</i> 1040 Paularino 4/17-5/15/23 2944 Bristol 4/14-5/14/23		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Jun 01, 2023

Run Time 12:03:56 PM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: FS #1 4/20-5/18/23
 2301 Harbor 4/24-5/22/23
 3349 Sakioka 4/25-5/23/23
 3351 Sakioka 4/25-5/23/23
 555 1/2 Paularino 4/21-5/21/23
 1845 Park 4/27-5/25/23
 2612 Harbor 4/14-5/14/23
 735 Baler 4/20-5/18/23
 1071 Bristol 4/18-5/16/23
 Sr Cntr 4/27-5/25/23
 3120 Manistee 4/22-5/21/23
 Davis Field 4/27-5/25/23

0242944	06/02/23	P	Southern California Gas Company	0000004092	4,883.72
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Line Description: FS #2 4/24-5/23/23
 Telecomm 4/21-5/22/23
 Shelter 411-5/10/23
 1870 Anaheim 4/20-5/19/23
 567 W 18th 4/20-5/19/23
 DRC Pool 4/20-5/19/23
 FS #3 4/20-5/19/23
 Sr Cntr 4/20-5/19/23
 DRC 4/20-5/19/23
 BCC 4/25-5/24/23
 NHCC 4/20-5/19/23
 FS #4 4/21-5/22/23
 2310 Placentia 4/21-5/22/23
 FS #5 4/21-5/22/23
 PD 4/21-5/22/23
 2300 Placentia 4/21-5/22/23
 FS #1 4/25-5/24/23
 717 James 4/20-5/19/23
 721 James 10/20-5/19/23

0242945	06/02/23	P	Southern California Shredding Inc	0000025605	105.00
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Line Description: ON-SITE SHREDDING SERVICES

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242946	06/02/23	P	Spectrum Gas Products	0000012653	508.40
			Line Description: Oxygen Medical		
			Oxygen Medical		
			Oxygen Medical		
			Oxygen Medical		
			Oxygen Medical		
			Oxygen Medical		
0242947	06/02/23	P	T-Mobile USA	0000021384	50.00
			Line Description: Record Retrieval-Investigation		
0242948	06/02/23	P	The Code Group Inc	0000025073	1,269.69
			Line Description: Fire Plan Check Svc-Apr 23		
			Consultant Plan Check Svcs		
0242949	06/02/23	P	Tillmann Forensic Investigation LLC	0000025643	402.00
			Line Description: Fingerprint Svs-Jan 23		
0242950	06/02/23	P	Time Warner Cable	0000011202	3,892.19
			Line Description: Cable Services-City Hall		
			3175 Airway Ave B Ethernet		
			NCC Internet (New Bldg)		
			HVAC Alarm-Basement at CH		
			Internet Services City Hall		
0242951	06/02/23	P	Triton Technology Solutions Inc	0000021687	5,349.48
			Line Description: Audio/Video Technology Repair		
0242952	06/02/23	P	Turnout Maintenance Company LLC	0000020182	506.43
			Line Description: Cleaned Fire Apparel		
			Cleaned Fire Apparel		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242953	06/02/23	P	US Bank	0000002228	3,273.06
			Line Description: PARS Payroll Deduction 23-10		
0242954	06/02/23	P	Verizon Wireless	0000008717	2,517.71
			Line Description: Broadband Svs 3/24-4/23/23 4/18-5/17/23 Finance Cell Phon		
0242955	06/02/23	P	Vulcan Materials Company	0000007403	965.11
			Line Description: Asphalt Potholes Sidewalk Ramp Asphalt Potholes Sidewalk Ramp Asphalt Potholes Sidewalk Ramp Asphalt Potholes Sidwalk Ramps Asphalt Potholes Sidwalk Ramps		
0242956	06/02/23	P	WSP USA Environment & Infrastructure Inc	0000029873	9,038.52
			Line Description: Inudstrial Commercial Inspecti		
0242957	06/02/23	P	West Coast Lights & Sirens	0000019303	12,102.27
			Line Description: PD Vehicle Outfitting-Unit 747 K9 Upfit - Unit 720		
0242958	06/02/23	P	Wex Bank	0000014258	1,956.19
			Line Description: Fuel 4/6-5/5/23		
0242959	06/02/23	P	World Oil Environmental Services	0000001088	2,462.09
			Line Description: HAZARDOUS WASTE DISPOSAL		
TOTAL					\$908,473.15

Report ID: CCM20010

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Jun 08,2023

Run Time 1:48:12 PM

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>
0242984	06/09/23	O	AT & T <i>Line Description: Overflow</i>	0000001107	0.00
<u>TOTAL</u>					<u>0.00</u>

\$	27,125.00
\$	1,210,735.30
\$	2,272.57
\$	265,744.95
\$	<u>1,505,877.82</u>

Report ID: CCM20010

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Jun 08,2023

Run Time 1:49:47 PM

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
015654	06/09/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
015655	06/09/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
015656	06/09/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
<u>TOTAL</u>					<u>0.00</u>

End of Report

Bank: CITY
Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242960	06/08/23	P	Pyro Spectaculars Inc	0000029672	16,625.00
			Line Description: INDEPENDANCE DAY FIREWORK SHOW		
0242961	06/08/23	P	Pacific Symphony	0000030109	8,000.00
			Line Description: SYMPHONY ON THE GO		
0242962	06/08/23	P	Pyxis Water Systems Inc	0000015837	2,500.00
			Line Description: TeWinkle Lake Maint Apr 2023		
TOTAL					\$27,125.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242963	06/09/23	P	BrightView Landscape Services Inc	0000026055	203,587.70
		<i>Line Description:</i>	Replacement-Backflow Bark Park CM Landscape Maint Svs-May 23 Irrigation Repairs-May 2023		
0242964	06/09/23	P	CDW Government Inc	0000005402	17,373.63
		<i>Line Description:</i>	CISCO ISE Subs License Renewal HPE NIMBLE SUPPORT RENEWAL Sale & Use Tax LICENSE RENEWAL CISCO ISE Subs License Renewal HP Laser Jet M555DN Printer Microsoft Headset SALES TAX (7.75%) WIRELESS ACCESS POINT		
0242965	06/09/23	P	Cabco Yellow Inc	0000028576	17,511.70
		<i>Line Description:</i>	SENIOR MOBILITY PROGRAM SENIOR MOBILITY PROGRAM SENIOR MOBILITY PROGRAM		
0242966	06/09/23	P	Care Ambulance Service Inc	0000019807	150,010.00
		<i>Line Description:</i>	April 2023 Surge Srvs 5/1-5/15/2023 Srvs 5/16-5/31/23		
0242967	06/09/23	P	Dooley Enterprises Inc	0000002026	28,661.50
		<i>Line Description:</i>	Sales Tax 7.75% Ammunition Rounds-Full Metal J Sales Tax 7.75% Ammunition Rounds-Full Metal J		
0242968	06/09/23	P	Frey Environmental Inc	0000005437	20,413.73

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Professional Services Agreemen		
0242969	06/09/23	P	LINA	0000015623	30,699.62
			<i>Line Description:</i> LTD Ins Prem June 23 Life/AD&D Ins Prem June 23 Retiree Life Ins Prem June 23 Voluntary Life Ins Prem Jun 23		
0242970	06/09/23	P	Lyons Security Service Inc	0000027168	19,731.60
			<i>Line Description:</i> 24 Hr Lyons Security if Lions		
0242971	06/09/23	P	Mercy House	0000003138	135,354.30
			<i>Line Description:</i> Bridge Shelter Mar 2023 Ops		
0242972	06/09/23	P	Newport Center Animal Hospital	0000025961	40,000.00
			<i>Line Description:</i> May 2023 Shelter Srvs April 2023 Shelter Srvs		
0242973	06/09/23	P	Pinnacle Petroleum, Inc	0000029315	45,714.32
			<i>Line Description:</i> Unleaded Fuel-Corp Yard Unleaded Fuel-PD		
0242974	06/09/23	P	Proforce Law Enforcement	0000015742	36,416.05
			<i>Line Description:</i> Sales Tax 7.75% TASER 7 BASIC UP FRONT		
0242975	06/09/23	P	Sagecrest Planning & Environmental	0000025748	23,400.00
			<i>Line Description:</i> LMS Staffing Consultant		
0242976	06/09/23	P	Time Warner Cable	0000011202	16,533.48
			<i>Line Description:</i> Equip Fess-PD Areas 1 & 2		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Internet Fiber Svs- Var Loc		
0242977	06/09/23	P	Tyler Technologies Inc	0000027279	22,229.00
			<i>Line Description:</i> SOFTWARE MAINTENANCE LAND MANAGEMENT SYSTEM		
0242978	06/09/23	P	Ultimate Training Munitions Inc	0000029480	16,356.59
			<i>Line Description:</i> SIM Training & Portable Traini		
0242979	06/09/23	P	WLC Architects Inc	0000023955	25,800.00
			<i>Line Description:</i> Fire Station No. 4 Training Fa		
0242980	06/09/23	P	West Coast Arborists Inc	0000004498	28,635.75
			<i>Line Description:</i> Tree Maintenance May 2023		
0242981	06/09/23	P	Wittman Enterprises LLC	0000026639	16,896.00
			<i>Line Description:</i> May 2023		
0242982	06/09/23	P	AT & T	0000001107	133.04
			<i>Line Description:</i> Internet-Skate Park Camera		
0242983	06/09/23	P	AT & T	0000001107	3,301.85
			<i>Line Description:</i> NCC Fire Alarm 2310 Placentia Irrigation Red Phone Fire Sta#6 Red Phone Fire Sta#4 Red Phone Fire Sta#2 Red Phone Fire Sta#3 Red Phone Fire Sta#5 PRI Circuit Inbound Metro Net Local Usage		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Fire Emergency Line Jack Hamett Sports Complex Balearic Center Fax DRC Fire Alarm Senior Center Fire Alarm Syste Sr Center DSL for Bldg Maint Lions Park Baseball Field Senior Center Elevator Lions Park Senior Center Fire Alarm Syste Fire Sta#1 Fire Alarm System		
0242985	06/09/23	P	AT & T Mobility	0000001107	104.58
			<i>Line Description:</i> Comm Cell Phones 4/12-5/11/23		
0242986	06/09/23	P	AT & T Teleconference Services	0000001107	390.74
			<i>Line Description:</i> Teleconference Svs-April 23		
0242987	06/09/23	P	AY Nursery	0000001142	2,505.19
			<i>Line Description:</i> Tree Purchases-Parkways		
0242988	06/09/23	P	Advanced Cutting Systems, Inc	0000030127	2,399.00
			<i>Line Description:</i> Upgraded software for the sign		
0242989	06/09/23	P	Aikido Federation of California	0000000937	366.60
			<i>Line Description:</i> Instructor Payment-Spring 23		
0242990	06/09/23	P	All City Management Services Inc	0000009480	13,347.39
			<i>Line Description:</i> School Crossing Guard Svs		
0242991	06/09/23	P	Allstar Fire Equipment Inc	0000000986	18.50
			<i>Line Description:</i> SHIPPING		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242992	06/09/23	P	Animal Pest Management Services Inc	0000001049	3,680.00
			Line Description: Pest Control Srvs at City Site		
0242993	06/09/23	P	Bee Busters Inc	0000007572	110.00
			Line Description: Bee Swarm Abatement-City Tree		
0242994	06/09/23	P	Botach Tactical	0000010573	524.00
			Line Description: Concealment Holster		
			Sales Tax 7.75%		
			Shipping Fee		
			Quick Locking System Kit		
0242995	06/09/23	P	Bracken's Kitchen Inc	0000029468	12,544.31
			Line Description: BS Meal Svs 5/8-5/21/23		
0242996	06/09/23	P	CBE	0000015149	1,195.23
			Line Description: Copier Maint 5/5-6/4/23		
			COPIER MAINTENANCE 5/5-6/4/23		
			COPIER MAINTENANCE 5/5-6/4/23		
			COPIER MAINT 5/5-6/4/23		
			COPIER MAINTENANCE 5/5-6/4/23		
			COPIER MAINTENANCE 4/5-5/4/23		
			COPIER MAINTENANCE		
			COPIER MAINTENANCE 5/5-6/4/23		
0242997	06/09/23	P	Chandler Asset Management	0000022081	13,117.95
			Line Description: Investment Srvs May 23		
			Investment Srvs March 23		
			Investment Srvs April 23		
0242998	06/09/23	P	CoStar Realty Information Inc	0000024413	1,200.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: License Agreement License Agreement		
0242999	06/09/23	P	Continental Interpreting Services Inc	0000024355	2,600.00
			Line Description: 2 Spanish Interpreters-CC Meet		
0243000	06/09/23	P	Crossroads Software Inc	0000022997	2,900.00
			Line Description: MAINTENANCE AND SUPPORT		
0243001	06/09/23	P	Daniels Tire Service	0000001922	3,325.70
			Line Description: For Warehouse Automotive Stock		
0243002	06/09/23	P	David Evans & Associates Inc	0000001937	4,792.50
			Line Description: Meyer/Pomona-Traffic Calm Desi		
0243003	06/09/23	P	Davis Farr LLP	0000023871	4,330.00
			Line Description: Single Audit FY 22		
0243004	06/09/23	P	Dennis Grubb & Associates LLC	0000026619	2,384.30
			Line Description: May 2023 Plan Check March 2023 Plan Check		
0243005	06/09/23	P	Digital Magic Signs	0000012837	135.77
			Line Description: K9 Magnetic Decals		
0243006	06/09/23	P	Dote Wedding & Events	0000029619	424.00
			Line Description: Unlimited 4x6 prints Discount Photo Booth - EE Luncheon on 4		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243007	06/09/23	P	ECKERSALL LLC	0000025412	1,140.00
			Line Description: Senior GIS Analyst 5/16-5/31/2		
0243008	06/09/23	P	Ever After Event Productions LLC	0000030097	2,598.70
			Line Description: Spring 23 Instructor Payment		
0243009	06/09/23	P	Expo Propane Inc	0000017819	2,256.88
			Line Description: Propane-Corp Yard		
0243010	06/09/23	P	Fed Ex	0000002190	35.51
			Line Description: Ground Delivery Standard Overnight		
0243011	06/09/23	P	Fuel Pros Inc	0000026476	752.50
			Line Description: L2 Alarm Repair-PD		
0243012	06/09/23	P	GMS Elevator Services	0000028704	716.66
			Line Description: Elevator Maintenance & Repair		
0243013	06/09/23	P	Galls LLC	0000002297	1,877.73
			Line Description: Uniforms Uniform for M. Soto Uniforms for K. Velasquez Uniform for H. McMahon Uniform for Officer P. Valdene Uniform for Officer P. Guth		
0243014	06/09/23	P	General Data Company	0000023334	97.64
			Line Description: Repair/Parts Brother 41 ADF Pr		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243015	06/09/23	P	Goldenwest Epoxy	0000013183	8,000.00
			Line Description: Epoxy Floors in Park Restrooms		
0243016	06/09/23	P	Grainger	0000002393	1,366.15
			Line Description: HVAC Supplies		
			Plumbing Supplies		
			Plumbing Supplies		
			Hardware Supplies		
			HVAC Supplies		
0243017	06/09/23	P	Harbor All Glass & Mirror Inc	0000002453	1,280.69
			Line Description: Glass Replacement		
0243018	06/09/23	P	Hinderliter De Llamas & Associates	0000002537	14,550.00
			Line Description: Cannabis Mgnt-Apr 2023		
0243019	06/09/23	P	International Coatings Company Inc	0000025519	984.35
			Line Description: Fast Dry Red Traffic Paint		
0243020	06/09/23	P	Interstate Batteries of California Coast	0000002700	289.62
			Line Description: Shop Stock-Batteries		
0243021	06/09/23	P	James Snordan	0000029974	180.00
			Line Description: Basketball Referee		
			Basketball Referee		
0243022	06/09/23	P	Jess Long	0000026620	90.00
			Line Description: Basketball Referee		
0243023	06/09/23	P	Kellys Pool Service	0000013443	810.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Pool Maintenance Svcs at DRC Pool Maintenance Svcs at DRC Pool Maintenance Svcs at DRC		
0243024	06/09/23	P	Kimball Midwest	0000006819	453.51
			Line Description: Shop Supplies		
0243025	06/09/23	P	LA Testing	0000015572	101.00
			Line Description: Lab Test for Sub Station		
0243026	06/09/23	P	LN Curtis & Sons	0000002983	2,711.83
			Line Description: SHIPPING Fightfighting Equipment (FFE) BRACKETING PARTS SALES TAX (7.75%)		
0243027	06/09/23	P	Melad & Associates	0000005068	1,172.40
			Line Description: Plan Check		
0243028	06/09/23	P	Merrimac Energy Group	0000021566	1,967.18
			Line Description: Diesel Fuel- FS5		
0243029	06/09/23	P	Michael Baker International Inc	0000024229	6,747.50
			Line Description: Vista Meridian April 2023		
0243030	06/09/23	P	Michael E Raneses	0000027496	455.00
			Line Description: Hearing Officer Svcs 5/16/23		
0243031	06/09/23	P	Mouse Graphics	0000001170	4,377.88
			Line Description: SALES TAX (7.75%) 3 Vinyl Wraps&Removal for Util		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243032	06/09/23	P	Napa Auto & Truck Parts	0000012968	10,679.98
			Line Description: Parts Credit For Warehouse Stock		
0243033	06/09/23	P	National Data & Surveying Services	0000021249	60.00
			Line Description: 2hr Radar Spot Speed-2037 Char		
0243034	06/09/23	P	NeWave Construction Inc	0000024108	13,000.00
			Line Description: Jail Workspace Remodel		
0243035	06/09/23	P	Nico Hospitality LLC	0000028926	1,295.90
			Line Description: NHS CDBG-CV Client CDBG-CV NHS Client CDBG-CV Client PD Referral NHS-PD Client Referral CDBG-CV Client PD Referral		
0243036	06/09/23	P	Omari Smith	0000029906	90.00
			Line Description: Basketball Referee		
0243037	06/09/23	P	Pat Hill	0000002532	702.00
			Line Description: Instructor Payment-Spring 23		
0243038	06/09/23	P	Penhall Company	0000003586	2,311.10
			Line Description: Sidewalk Grinding Lifted Sidew		
0243039	06/09/23	P	Permit Management Solutions	0000024925	1,014.00
			Line Description: Consultant Staffing Srvs		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243040	06/09/23	P	Prado Family Shooting Range	0000017668	2,150.00
			Line Description: Range Fees for Apr 2023		
0243041	06/09/23	P	Pringles	0000003683	2,038.33
			Line Description: Install new roller shades @ Ci		
0243042	06/09/23	P	Roy Center	0000002158	2,612.35
			Line Description: Instructor Payment-Spring 23		
0243043	06/09/23	P	Scott Fazekas & Associates Inc	0000003961	846.91
			Line Description: Consulting Plan Check Srvs		
0243044	06/09/23	P	Sims Orange Welding Supply Inc	0000004030	204.15
			Line Description: Welding Supplies		
			Welding Supplies		
			Welding Supplies		
0243045	06/09/23	P	Southern California Edison Company	0000004088	14,592.03
			Line Description: Sunflower/Plaza 5/1-5/31/23		
			885 Junipero 5/2-5/31/23		
			3129 Harbor		
			1035 Park Crest 5/2-5/31/23		
			1624 Gisler 5/1-5/30/23		
			Joann St Bike 5/1-5/31/23		
			Tennis Center 5/2-5/31/23		
			1990 Placentia 5/4-6/4/23		
			702 1/2 Victoria 4/28-5/29/23		
			2750 Fairview 5/2-5/31/23		
			970 Arlington 5/2-5/31/23		
			980 Arlington 5/2-5/31/23		
			Volcom Skate Prk 5/2-5/31/23		
			Baker/Royal Palm 5/1-5/31/23		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 19th/NPT 5/1-5/31/23 Npt Fwy/Baker 5/1-5/31/23 SD Fwy On/Off 5/1-5/31/23 DRC 4/28-5/29/23 702 Victoria St 4/28-5/29/23		
0243046	06/09/23	P	Southern California Edison Company	0000004088	3,140.75
			<i>Line Description:</i> Center/Monrovia St Light Glare Center/Monrovia St Install		
0243047	06/09/23	P	Southern California Gas Company	0000004092	138.51
			<i>Line Description:</i> FS #6 4/27-5/26/23		
0243048	06/09/23	P	Southern Folger Contracting Inc	0000029397	1,926.49
			<i>Line Description:</i> Cut Key Paracentric CAsT 5/550 Folger Adams 36 Series Lock Sales Tax 7.75% Shipping Fee		
0243049	06/09/23	P	Steamx LLC	0000029692	13,378.62
			<i>Line Description:</i> Trailer Mounted Hot Water Pres Sales Tax 7.75%		
0243050	06/09/23	P	T Tactical Solutions Inc	0000026642	4,148.38
			<i>Line Description:</i> Gloves for Property Partial		
0243051	06/09/23	P	TJ Janca Construction Inc	0000015573	1,310.00
			<i>Line Description:</i> Rubber Surface Repairs @ Angel		
0243052	06/09/23	P	Tecta America	0000003718	10,162.16
			<i>Line Description:</i> Roof Repair Roof Repair		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Roof Repair Roof Repair Roof Repair Roof Repair Repair Service Roof Repair Roof Repair Roof Repair Repair Gouges in Field Roof Repair Roof Repair Roof Repair		
0243053	06/09/23	P	The Code Group Inc	0000025073	7,440.00
			<i>Line Description:</i> Consulting Staff Donna		
0243054	06/09/23	P	The Lincoln National Life Insurance Co	0000030039	14,264.10
			<i>Line Description:</i> Short-Term Disability Ins Prem		
0243055	06/09/23	P	The Lincoln National Life Insurance Co	0000030039	12,612.99
			<i>Line Description:</i> Critical Illness Ins Prem Accident Ins Prem		
0243056	06/09/23	P	Thermal Concepts, Inc.	0000030042	14,235.00
			<i>Line Description:</i> Install new HVAC System @ Corp Insulate 17 supply HVAC grills		
0243057	06/09/23	P	Triton Technology Solutions Inc	0000021687	4,948.68
			<i>Line Description:</i> LABOR MATERIALS FOR UPRGRADE SALES TAX (7.75%) FREIGHT		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243058	06/09/23	P	Tumble-N-Kids Inc	0000030098	5,148.00
		<i>Line Description:</i> Instructor Payment-Spring 23			
0243059	06/09/23	P	Veritone, Inc.	0000029794	976.11
		<i>Line Description:</i> Redcaction Services - May 23			
0243060	06/09/23	P	Verizon Wireless	0000008717	821.75
		<i>Line Description:</i> Calnet3 BroadBand through 4/30			
0243061	06/09/23	P	Verizon Wireless	0000008717	14,925.02
		<i>Line Description:</i> WIRELESS PHONE SERVICE WIRELESS PHONE SERVICE PD Cell Phones 4/16-5/15/23 WIRELESS PHONE SERVICE SubNet BroadBand 4/18-5/17/23 4/18-5/17/23 Parks Cell Phone WIRELESS PHONE SERVICE			
0243062	06/09/23	P	VincentBenjamin	0000024972	7,741.49
		<i>Line Description:</i> Temp Alexis L Week End 5/28/23 TempStaf Julie C Week End 5/28 Temp-Dustin C Week End 5/28 Temp Alexis L-Week End 5/21/23 Temp Dustin C-Week End 5/21/23 Temp Julie C Week End 5/21/23			
0243063	06/09/23	P	Vulcan Materials Company	0000007403	349.60
		<i>Line Description:</i> Asphalt Potholes Sidewalk Ramp Asphalt Potholes Sidewalk Ramp			
0243064	06/09/23	P	Waterline Technologies Inc	0000014520	414.57
		<i>Line Description:</i> Chemical Srvs for Pool			

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243065	06/09/23	P	Waxie Sanitary Supply	0000004480	9,435.07
		Line Description:	Warehouse Floor Stock		
			Warehouse Floor Stock		
			Warehouse Floor Stock		
			Warehouse Floor Stock		
			Warehouse Floor Stock		
0243066	06/09/23	P	West Coast Dance Arts	0000021602	1,020.50
		Line Description:	Instructor Payment-Spring 23		
0243067	06/09/23	P	Williams Data Management	0000018803	1,015.41
		Line Description:	DATA STORAGE Aprl 23		
			DATA STORAGE		
0243068	06/09/23	P	Z&K Consultants, Inc	0000029416	3,417.00
		Line Description:	Professional Services Agreemen		
TOTAL					\$1,210,735.30

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243069	06/09/23	P	CHC: Creating Healthier Communities	0000008015	10.00
			Line Description: Payroll Deduction 23-12		
0243070	06/09/23	P	CalPERS Long-Term Care Program	0000006287	184.27
			Line Description: Payroll Deduction 23-12		
0243071	06/09/23	P	California State Disbursement Unit	0000017443	1,328.30
			Line Description: Payroll Deduction 23-12		
0243072	06/09/23	P	Pamela Lilly	0000025324	750.00
			Line Description: Payroll Deduction 23-12		
TOTAL					\$2,272.57

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015646	06/09/23	P	Costa Mesa Employees Association	0000006284	3,892.18
			Line Description: Payroll Deduction 23-12		
015647	06/09/23	P	Costa Mesa Executive Club	0000006286	150.00
			Line Description: Payroll Deduction 23-12		
015648	06/09/23	P	Costa Mesa Firefighters Association	0000001812	8,334.17
			Line Description: Payroll Deduction 23-12		
015649	06/09/23	P	Costa Mesa Police Association	0000001819	7,260.00
			Line Description: Payroll Deduction 23-12		
015650	06/09/23	P	Costa Mesa Police Management Assn	0000005082	280.00
			Line Description: Payroll Deduction 23-12		
015651	06/09/23	P	Cynthia Jeannie A Fortune	0000029533	10.67
			Line Description: Refund		
015652	06/09/23	P	Jones & Mayer	0000014653	123,108.00
			Line Description: 116071-544 Bernard Appeal		
			116076-Carrera, Francisco		
			116070-440 Fair Dr/1179 NP		
			116074-Bernard /Charle St.		
			116110-Planning Commission		
			116117-Socal Recovery, LLC		
			116087-D'Alessio Investment		
			116102-Northbound Treatment		
			116103-Ohio House Abatement		
			116096-Information Technology		
			116108-Parks & Community Svcs		
			116112-Police Dept/440 Fair DR		
			116176-Schaefer		

SUMMARY CHECK REGISTER

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
<i>Line Description:</i>					
			116167-Armand/Blood		
			116170-Lawson, Roger		
			116171-Leaman, Carrin		
			116174-Ohio House LLC		
			116175-Oshiro, Maxine		
			116223-Lehman/Freeman		
			116173-Nasiri, Sohelia		
			116172-Murtaugh, Leslie		
			116177-Shalhoub, Martha		
			116178-Zavala-Cruz, Alma		
			116168-Carrera, Francisco		
			116166-440 Fair Dr/1179 NP		
			116169-D'Alessio Investment		
			116224-Ohio House Abatement		
			116090-FDC		
			116106-Opioid		
			116084-Council		
			116091-Finance		
			116118-Tippett		
			116115-Schaefer		
			116092-Fire Dept		
			116079-City Clerk		
			116067-277 Mesa Dr		
			116111-Police Dept		
			116119-Yellowstone		
			116065-1963 Wallace		
			116068-2879 Mendoza		
			116073-Armand/Blood		
			116081-City Manager		
			116109-Peper, Aidia		
			116113-Public Works		
			116078-City Attorney		
			116097-Lawson, Roger		
			116066-2162 Maple St.		
			116072-544 Bernard St		
			116080-City Clerk PRR		
			116094-Hauck, Michael		
			116098-Leaman, Carrin		
			116099-Lehman/Freeman		

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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Line Description: 116104-Ohio House LLC
116105-One Metro West
116107-Oshiro, Maxine
116063-153 Del Mar Ave
116075-Carranza, David
116093-Garten, Jessica
116095-Human Resources
116101-Nasiri, Sohelia
116114-Risk Management
116069-374 Woodland Ave
116082-Code Enforcement
116086-D'Alessio Appeal
116100-Murtaugh, Leslie
116116-Shalhoub, Martha
116064-1858 Newport Blvd
116077-Cervantes, Martha
116083-Corum, Chris/Joni
116085-Cruz, Rhonda Vera
116088-Development Serv.
116089-Donaldson, Eloise
116120-Zavala-Cruz, Alma
113551-Insight Psychology

015653	06/09/23	P	US Bank	0000002228	122,646.90
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Line Description: Lodging-Conference
Baggage Fees-IACP/SACOP
Lodging-IACP/SACOP Conf
Lodging-Tri-County Sping Conf
ReMarkable Monthly Membership
Coffee-Citizens Academy
Drinks-Citizens Academy
Easels-Employee of Year
Frames-Employee of Year
Apple Cloud Subscription
Creamer-Citizens Academy
Paint Supp-Employee of Year
Air Circulator-Crime An Office
Flower Ctrpiece-Employee of Yr

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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Line Description: Supplies-Employee of Year Even
KATS k9 (Yrly Renewal)
Fuel-Out of County Training
CM Animal Hospital-Boarding
Phone Recording Beeper Alert
Wall Flag-Briefing Room
Bike Locks
Deputy Chief Stars
Supplies-SWAT Range
Supp/First Aid-Inmate
Supp/Food-Jail Arrestees
Lock Replacement-Gun Storage-J
Technology Supplies
Office Supp-Vehicle Codes
Supp-Animal COnTrol Handbook
Refund-Street Racing Class
Tuition-Implicit Bias-Gomez
Lodging-Records Clerk-Broome
Tuition-CSDIAI Seminar-Olson
Tuition-Mental Health Conf-2
Lodging-Central Sq Conf-2 ppl
Lodging-ICI Child Abuse-Ortiz
Tuition-Central Sq Conf-2 ppl
Tuition-Puppy Scam-2 AC OFCRS
Lodging-Firearms Instructor-Fr
Lodging-Homicide Inv-Hernandez
Lodging-Sherman Block SLI7-Kuo
Svs Fee-Internal Affairs CC Pa
Tuition-Adv Traffic Collision-
Tuition-Bicycle Patrol-Greeley
Tuition-FTO Update-Field OFCRS
Tuition-Firearms Instructor-Fr
Tuition-Internal Affairs-Garci
Tuition-Interview 1st Resp-Dea
Tuition-Noncriminal Barricade-
Tuition-Records Supervisor-San
Food-Recruitment
Uniform-2 Recruits
Belt-Officer Valdenor

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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Line Description:

- Latent Print Exam-Photographs
- Credit-Amazon
- Lifesaving Medals
- Amazon-Accident Charge
- Unknown-No Receipt-Amazon
- Frames-Employee Recognition
- Employee Recognition-Shadow Bo
- Dusty Holster
- Refund-Tenicor
- Food-Recruitment
- Holster-Sig Sauer
- Tuition-PC 832-Bush
- Tuition-Child Abuse-Defuria
- Airfare-Central Sq Conf-2 OFC
- Shipping Eotech Optics-Repair
- Tuition-ID Theft Investig-Kim
- Refund-LaPointe's Registration
- Tuition-Chaplain Integration-2
- Tuition-Diversionary Device-Sa
- Tuition-Live Cook-5 Sp Inv Uni
- Tuition-Safe School Conf-3 SRO
- Tuition-Supervisory Crs-Charti
- Vehicle Chargers-iPad
- Proj Supp-Sta 6
- Refund-Station Proj Supp
- Supp-Recog Telecomm Week
- Supp-CERT Training Crs Meeting
- Drinks-Sta 6
- Supp-Swag Bags
- Food-Dept Photo Sta 1
- Drinks-Dept Photo w/ Retirees
- 4 Ties-CRR
- CERT Conf Flights-Ryan
- Fire Inspector I Class-3 ppl
- Lunch-Skin Cancer Screen Event
- Food-ST 1860A
- Lodging-ST 1860A
- Wood-Regional USAR Drill
- Fuel-City Vehicle #500

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
<i>Line Description:</i>					
			Sm Tools/Equip-Kreza Garden		
			Lodging-Fresno Training Conf		
			Lunch Meeting-Comm Mgr, BC Ker		
			Conf Registration-3 ppl		
			Refund-Conf Registration		
			Supp-Apparatus Inventory Proj		
			Dinner-3 FFs		
			Fuel-Training Vehicle-Fresno		
			Lodging-Fresno Symposium-2 FFs		
			Fuel-Training		
			Lunch & Dinner-1 FF		
			Lodging-2 FFs-Fresno Symposium		
			AV Equipment- Sta 4		
			Crestron App-AV Equipment		
			Lodging-City Leaders Summit		
			Parking-City Leaders Summit		
			Transport-City Leaders Summit		
			Breakfast-Command Staff Meetin		
			Food-Regional USAR Training		
			4 Black Chairs-Sta 2		
			Membership-Image Svs		
			6 Black Chairs- Sta 4		
			File Sharing Membership		
			White Reflective Decal-Deposit		
			Food/Meals		
			Invalid Charge-Not Fire's		
			Lodging-2 OES Prepo #230117		
			Staff Office Equipment		
			Springfest Event Training		
			Supp/Food-Earth Day Event		
			Awards Banquet Registration		
			May CEAOC Mtg		
			Glass Screen Protector		
			Lunch Meeting-City Manager		
			Toll Rd-OC Director's Lunch		
			Arbor Day Merchandise		
			Fuel for Vehicle 342		
			Tools-FVP Restoration		
			Adv CEQA Crs Enrollment		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		<i>Line Description:</i>	Meet & Greet		
			Rater's Meal		
			Labor Codes		
			Meals/Refreshments for Various		
			Equip-Community Garden		
			Professional Development		
			Supp/Food/Drink-Spring Fest		
			CAL/OSHA Penalty		
			Business Meeting		
			Cannabis Software App		
			Cannabis Cloud Base Storage		
			HDMI Cable for LMS Training		
			Online Course Registrations		
			Annual Subs for Ex Asst Julie		
			Legislative Update APA & PDAOC		
			Digital LA Times Subs for 52 W		
			Food-Staff Meeting		
			Supp-Movie Mondays		
			Equip-Senior Center		
			Tools-Staff Offices		
			Supplies-Water Station		
			Supp-Father's Day Event		
			Supp-Independence Day Event		
			Training for CEO		
			Training for CDBG CEO		
			Crayons for Customers Kids		
			Visio Plan 2 Monthly Subs		
			Snagit Gov Maint Agreement		
			Power BMI On-Line Srvs Monthly		
			Cables		
			12-Month Subscription		
			Credit Memo Otterbox Mobile Ph		
			Meals-CPRS Conf		
			Parking-CPRS Conf		
			Reg Reprint-CPRS Conf		
			Lodging-CPRS Conf-2 ppl		
			Rec Equip-ROCKS Program		
			Office Supp-ROCKS Program		
			Rec Equip-Mobile Recreation		

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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Line Description: Arts/Craft-Mobile Recreation
Excursion Deposit-Summer Teen
Office Supp-Mobile Recreation
Participant Clothing-Day Camp
Excursion Deposit-Summer Day C
Water-Springfest Event Meeting
Monthly Tablet Subs
Monthly Tablet Subs-ELY
Microsoft 365 Monthly Subs
Monthly Fee for On-Line Meetin
Monthly Fee for On-Line Queing
Business Meeting Food
Rec Equip-LEAP Program
Subs/Books-LEAP Program
Health Items-LEAP Program
Participant Clothing-Mini Expl
Bridge Shelter Permit-Feeding
City Council Meeting Meal Prov
City Council Study Session Mea
Tape
Accordian File
Refund-Print Cartridge
OCCMA Registration
Disputed Charge Refund
Monthly Subscription Fee
Event
Event Supplies
Food-Conference
Meeting Parking
Lodging-Conference
Transport-Conference
Food/Supp-Day Camp
Rec Equip=Day Camp
Excursion Deposit/Fee-Day Camp
Monthly Charge
Membership Dues
Monthly Charges
Gala Hope Fest Event Registrat
ICSC 2023 Booth Rental Space/I

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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<i>Line Description:</i>	Membership Renewal David N				
	Membership Renewal Stacy T				
	Membership Renewal Brenda G				
	Membership Renewal Gladys G				
	Earth Day Event				
	Registration for ASCE Awards				
	Registration for ASCE Awards N				
	Earth Day Event				
	Office Supplies				
	Business Meeting				
	CEAOC Registration				
	Registration/Membership				
	Washer				
	Urinal Gasket				
	Send Mail Certified				
	Transport-Clovis FC Panel				
	Flight Adj-Clovis Chief Panel				
	Lodging-Cal Cities League/BOD				
	Food-Cal Cities CityLeadership				
	Food/Drink-Command Staff Meeti				
	Food/Drink-Strategic Plan Trai				
	Transport-Cal Cities CityLeade				
	2021 Annual Underground Storag				
	2022 Annual Underground Storag				
	Annual Renewal Fee FS6 Generat				
	Flat Fee for last FY Emmisions				
	Hardware				
	Hose and Adaptors				
	Fuel Hose and Sealer				
	Delivery Cost				
	Reconnection Fees				
	Water Bottles for Outreach				
	Tools-ROCKS Program				
	Rec Equip-ROCKS Program				
	Arts/Craft-ROCKS Program				
	Office Supp-ROCKS Program				
	Drawing Supp-ROCKS Program				
	Safety Items-ROCKS Program				
	Bottled Water-ROCKS Program				

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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Line Description: Food/Supp-ROCKS Staff/Particip
Professional Development
Supp-Spring into Action Contes
Small Tools
Reconnection Client
Spare Keys for Shelter
Amazon Prime Membership
Professional Development
icloud Storage Membership
Mileage Tracking App Credit
Mileage Tracking App Software
Ride Shares for Outreach Prog
Supp-Recreation
Parking-OCMA Comm Trip
Refund-Ice Machine Equip
Refund-Ctr Ice Dispenser-Broke
Refund-Insurance-Ctr Ice Dispe
Credit-Rec Equip
Excursion Fee-Day Camp
Promo Items-Teen Program
Office Equip-Teen Program
Rec Equip-Mobile Recreation
Arts/Craft-Mobile Recreation
Office Supp-Balearic Program
Office Supp-Mobile Recreation
Excursion Deposit-Teen Program
Office Supp-Youth Sports Progr
Participant Clothing-Youth Spo
Rec Equip-Youth Sports Program
Coffee CM Office
Dry Cleaning Srvs
Coffee for CM Office
Frames for Proclamation
reMarkarkable Monthly Subs
reMarkaarkable Monthly Subs
ICMA Registration for Deputy C
Refreshments for Housing Works
Refreshments for MyCostaMesa A
Registration for SOS WildCrazy

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: Smoothie Supplies for Earth Da
Rec Equip-DAC
Office Equip-DAC
Mints-Commissioners
Amazon Prime Monthly Fee
Plastic Filing Bins-Storage
White Board-Director's Office
Trash Cans-NHCC
Baking Sheets-NHCC
Meals-CPRS Conf
Parking-CPRS Conf
Cleaning Supp-Staff
Excursion Deposit-Teen Program
Subsc-Notify Public of Closure
Food/Supp-Animal Care Svs
Sp Event Supp-Animal Care Svs
Pet Microchips-Animal Care Svs
Coffee Cups
Working Lunches
Remarkable Pen Tips
Finance Wide Meeting
Monthly Connection Fee
Working Lunch-Budget Mngmnt
Supp-Patio
Ice Maker-Sunroom
Decor-Mother's Day
Spotify Monthly Fee
Lunch-AARP Volunteers
Food/Drink-Veterans Group
Cricut Design Subscription
Food/Drink-Volunteer Lunch
Community Trip-Admission Tix
Movie Monday/Stream Subscripti
MesaWater District

015657	06/09/23	P	Zachary Hoferitza	0000002548	63.03
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Line Description: Refund

TOTAL \$265,744.95

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1268

Meeting Date: 6/20/2023

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the minutes of the regular meeting of June 6, 2023.



**REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY*
JUNE 6, 2023 - 6:00 P.M. - MINUTES**

CALL TO ORDER –The Closed Session meeting was called to order by Mayor Stephens at 4:13 p.m.

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Harper (arrived 4:20 p.m.), Council Member Reynolds (arrived 4:25 p.m.), Mayor Pro Tem Harlan, and Mayor Stephens.

Absent: Council Member Marr.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

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

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to California Government Code Section 54957 (b) (1)

Title: City Manager

City Council recessed at 4:15 p.m. for Closed Session.

Closed Session adjourned at 5:45 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 6:03 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 Monica Corsaro

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.
Present Via Zoom Webinar: Council Member Marr (Excused at 9:50 p.m.).
Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT – No reportable action.

PRESENTATIONS:

Mayor Stephens recognized the Estancia High School Girls Softball CIF Southern Section Playoffs Champions.

Mayor Stephens recognized the Costa Mesa High School Boys' Swimming CIF Southern Section Division Champions.

Mayor Stephens recognized the Newport Harbor High School Boys Volleyball CIF Southern Section Division Champions.

Mayor Stephens recognized 2023 National Gun Violence Awareness Day.

Mayor Stephens recognized 2023 Pride Month.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Speaker, spoke on locked fencing at parks and requested sports fields at Jack Hammet and Luke Davis parks be available to the public.

Cynthia Blackwell spoke on the barriers on South Coast Drive and the red tagged block wall.

David Haithcock, President and CEO of the Costa Mesa Chamber of Commerce, spoke on the Chamber's activities.

Kim Hendricks spoke on Fairview Park and against the flyfield.

Juana Trejo spoke on people getting evicted and having to live in motels, and spoke on safety and gang activity.

Jenn Tanaka requested the fencing at Harper Park to be removed.

Carmen Ramirez thanked the City for participating at the Shalimar Park event and for the Housing workshops, and requested attorney services.

Jay Humphrey, Costa Mesa, spoke on recognizing academic achievements at the Council meetings, spoke on an inclusionary housing ordinance and requested public input and outreach, and spoke on protecting Fairview Park.

Steve McNally spoke on Narcan and free distribution, spoke on substance abuse disorders, spoke on expanding child development programs, and spoke on mental health issues.

Wendy Leece, Costa Mesa, spoke on providing Narcan, spoke on preserving and protecting Fairview Park, spoke against the flyfield at Fairview Park, and spoke in support of Our Neighborhood Voices regarding planning and local control.

Mat Garcia, President of Harbor Soaring Society, spoke on the Society's activities.

Speaker, spoke on National Police Week 2023, spoke in support of law enforcement, and spoke on flying the flag in honor of the Police Department.

Speaker, spoke in favor of preservation at Fairview Park and CEQA environmental protection.

Chris McEvoy spoke on issues associated with the new parking permit program.

Hank Castignetti spoke on the Orange County Model Engineers and provided information for Dr. Mehren's Celebration of Life.

Cynthia McDonald spoke on issues regarding the Inclusionary Housing Ordinance and the Housing Element, and spoke in memory of Frank Randall.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Gameros spoke on fencing at parks and reviewing the Field Use Allocation Policy (FUAP).

Council Member Harper spoke on the Flock Camera System, spoke on the timeliness of the Costa Mesa Tennis Center Request for Proposal, and requested abundant detail when the proposals are released.

Council Member Reynolds spoke on free access to parks, sports, park equity, collaboration with the Newport Mesa Unified School District (NMUSD), thanked everybody that assisted with the Walk and Roll event, spoke on the availability of the rental assistance programs, requested the City's mission statement and core values be posted for residents to see in a prominent location, spoke in remembrance of Frank Randall and requested to adjourn the meeting in his honor.

Council Member Chavez congratulated the graduating High School Seniors, spoke on the Police Department's promotions and connecting with the community, spoke on communication with the NMUSD on opening the fields, spoke on open space and creating access, spoke on curtailing speeding and the improvements on Meyer Place, and spoke on measures to reduce speeding on Placentia Ave. and South Coast Drive.

Mayor Pro Tem Harlan congratulated the graduating High School Seniors, spoke on attending the Newport Mesa Soccer Classic, and spoke on removing the fencing at Harper Park.

Mayor Stephens spoke on attending the Chamber of Commerce Les Miller awards ceremony, spoke on attending the Newport Mesa Soccer Classic, attending the Little League Closing Day, spoke on the Memorial Day event, the City's 70th anniversary of the City's incorporation, the Baker Street Bash, Lions Club Fish Fry, July 3rd Independence Day Celebration, spoke on

the removal of the fence at Harper Park, requested a briefing on South Coast Drive block wall, spoke on an incident at Wakeham Park, and thanked the police and fire departments for their response and customer service.

REPORT – CITY MANAGER – Ms. Farrell Harrison spoke on the Employment Fair on June 10th, the Luke Davis field opening celebration on June 17th from 1:00 p.m. to 4:00 p.m., spoke on Harper Park, spoke on the June 23rd to June 25th Fish Fry, scheduling the Inclusionary Housing Ordinance at the July Study Session, and Alma Reyes, Deputy City Manager spoke on the Rental Assistance activities and food programs available.

REPORT – CITY ATTORNEY – No Reportable Action.

CONSENT CALENDAR:

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

MOTION: Approve recommended actions for consent calendar items 1-10.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: Council Member Gameros recused himself on item 3 the Warrant Resolution due to his wife's employment at Priceless Pets.

Motion carried: 7-0

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: Hallock Derickson Davis, Geico (Claire Ting), Kailyn Mensing, Melissa Moore, Chad Peters, The Ledger Law Firm (Landon Hurtado), Daniel Vo.

3. ADOPTION OF WARRANT RESOLUTION

Council Member Gameros recused himself on this item due to his wife's employment at Priceless Pets.

ACTION:

City Council approved Warrant Resolution No. 2699.

4. MINUTES

ACTION:

City Council approved the Minutes of the Strategic Planning Retreat of March 10, 2023, the Regular meeting of May 2, 2023, the Study Session meeting of May 9, 2023, and the Special Joint Study Session of May 16, 2023.

5. SERVICE AGREEMENT AMENDMENT WITH TYLER TECHNOLOGIES TO MODIFY THE AGREEMENT FROM A NAMED USER LICENSE TO A CITY-WIDE SITE LICENSE FOR THE CITY'S LAND MANAGEMENT SYSTEM

ACTION:

City Council authorized the City Manager and City Clerk to execute Amendment No. 3 with Tyler Technologies to modify the agreement to provide for a citywide site license, increasing the total compensation by \$150,000 for a not-to-exceed amount of \$1,210,856, in substantially the form as attached and in such final form as approved by the City Attorney.

6. AWARD OF CITY SIDEWALK AND GUTTER FLOW GRINDING SERVICES TO BPR, INC.

ACTION:

1. City Council awarded the Maintenance Services Agreement (MSA) for citywide sidewalk grinding and gutter flow grinding with BPR, Incorporated, for an initial three-year period with two one-year renewal periods for a not to exceed annual amount of \$150,000.
2. Authorized a 10% contingency annually for emergency response, special events and other unforeseen costs; and approval for Consumer Price Index (CPI) escalation and de-escalation.
3. Authorized the City Manager and the City Clerk to execute the agreement and future amendments to this agreement within Council authorized limits.

7. REJECT ALL BIDS - PLACENTIA AVENUE STORM WATER QUALITY IMPROVEMENT PROJECT, CITY PROJECT NO. 23-02

ACTION:

City Council rejected all bids for the Placentia Avenue Storm Water Quality Improvement Project, City Project No. 23-02.

8. RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 AND RE-ALLOCATE FISCAL YEAR 2018-19 CAPITAL IMPROVEMENT PROGRAM ROAD MAINTENANCE AND REHABILITATION ACCOUNT FUNDS

ACTION:

1. City Council adopted Resolution No. 2023-22 approving the Fairview Road Improvement Project (Adams Avenue to Fair Drive) for funding with Road Maintenance and Rehabilitation Account (RMRA) revenues for Fiscal Year 2023-24.
2. Appropriated previously approved allocation of Fiscal Year 2018-19 Capital Improvement Program RMRA Funds from the Fairview Road (I-405 to Adams Avenue) project, in the amount of \$1,178,820, to the Newport Boulevard (Victoria Street / 22nd Street to 19th Street) project.

9. SENATE BILL 1205 COMPLIANCE REPORT FOR 2022 STATE-MANDATED ANNUAL FIRE INSPECTIONS

ACTION:

City Council adopted Resolution No. 2023-23 to accept this Compliance Report as its report on the status of all 2022 state-mandated annual fire inspections in the City as required by California Health and Safety Code Section 13146.4.

10. REQUEST TO CANCEL THE REGULAR CITY COUNCIL MEETING OF JULY 5, 2023

ACTION:

City Council cancelled the regular meeting of Wednesday, July 5th, 2023.

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

City Council recessed into a break at 8:03 p.m.

City Council reconvened at 8:13 p.m.

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Harlan

MOTION: To consider Public Hearing Item #4 first - the Fiscal Year 2023-24 Proposed Operating and Capital improvement Program and Housing Authority Budget.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

PUBLIC HEARINGS:

4. **FISCAL YEAR 2023-24 PROPOSED OPERATING AND CAPITAL IMPROVEMENT PROGRAM AND HOUSING AUTHORITY BUDGET**

Presentation by Ms. Farrell Harrison, City Manager, and Ms. Molina, Finance Director.

Discussion ensued on allocation of funds for projects at the Tewinkle Sports Complex; collaborating with the Newport Mesa Unified School District on opening the fields and staffing resources; moving the Energy and Sustainability Manager into the City Manager's Department; assigning the vacant Senior Management Analyst in the City Manager Department to do community engagement; adding the word "Health" to the goal "Strengthen the Public's Safety and Improve the Quality of Life"; allocating \$900,000 for the Tennis Center projects; vehicle leases and debt obligations; sales tax revenues; pension debt; performance metrics; and the cannabis tax revenue funding the Arts and Culture Master Plan expenses.

Public Comments:

Jaclyn Russo spoke in support of renovations at Brentwood Park in phase 1.

Megan Sampson spoke in support of renovations at Brentwood Park in phase 1.

Speaker spoke in support of renovations at Brentwood Park in phase 1.

Becca Walls expressed concern on the lack of transparency in changing oversight of the Animal Services back to the Police Department, spoke on the timing of the animal services contracts, and spoke on accountability.

Speaker, spoke in support of Brentwood Park improvements and requested swings.

Speaker, spoke in support of Brentwood Park improvements.

Speaker, spoke in support of Brentwood Park improvements.

Jenn Tanaka spoke on staffing positions at the parks and contingency funds, requested collaboration with NMUSD, spoke on the actual budget and the spending on CIP's; and spoke on advancing projects sooner.

Speaker, spoke on addressing the animal services issues and contracts.

Cynthia McDonald spoke on grant funding and the housing element, developer fees, funding for environmental impact reports, expressed concern on the cannabis tax calculations, requested removing the Belfast Signal project, and adding the McCormick crosswalk and medians project.

Marc Vukceovich spoke on the parks budget and is in support of the budget for Active Transportation projects.

MOVED/SECOND: Council Member Chavez/Mayor Stephens

MOTION: Approve staff recommendation.

Council Member Harlan requested the improvements to Brentwood Park be accelerated to Phase 1.

Council Member Chavez (1st) agreed, with the caveat to prioritize the projects utilizing State and County resources.

Mayor Stephens (2nd) agreed to the change.

Council Member Reynolds requested the Energy and Sustainability Manager position be moved to the City Manager's Department.

Council Member Chavez (1st) and Mayor Stephens (2nd) agreed to the change.

Council Member Reynolds requested adding the word "health" to the public safety goal.

Council Member Chavez (1st) and Mayor Stephens (2nd) did not agree to the change.

Council Member Reynolds requested the focus of the Senior Management Analyst position be towards community engagement.

Council Member Chavez (1st) did not agree to the change.

Council Member Reynolds submitted a substitute motion (previous requests were withdrawn).

SUBSTITUTE MOTION/SECOND: Council Member Reynolds/Council Member Marr

SUBSTITUTE MOTION: Approve staff recommendation and move the position of Energy and Sustainability Manager to the City Manager's Department.

The motion failed by the following roll call vote:

Ayes: Council Member Marr and Council Member Reynolds.

Nays: Council Member Chavez, Council Member Gameros, Council Member Harper, Mayor Pro Tem Harlan, and Mayor Stephens.

Absent: None.

Abstain: None.

Motion failed: 2-5

MOVED/SECOND: Council Member Chavez/Mayor Stephens

MOTION: Approve staff recommendation and accelerate the improvements to Brentwood Park to Phase 1.

The motion carried by the following roll call vote:

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

Nays: Council Member Harper and Council Member Reynolds.

Absent: None.

Abstain: None.

Motion carried: 5-2

ACTION:

The City Council:

1. Approved Resolution 2023-31, adopting the Proposed Fiscal Year 2023-24 Operating and Capital Improvement Program (CIP) Budget; and
2. Approved Joint Resolution 2023-26 adopting the Housing Authority Budget including Housing and Community Development expenditures for Fiscal Year 2023-24; and
3. Authorized and approved staffing as follows:
 - a. Authorized the following full-time positions: Business License Inspector, Cyber Security Analyst, Associate Engineer, and a Management Analyst (Solid Waste Coordinator) for an increase of 4.0 FTE as presented at the May 9, 2023 Study Session; and
 - b. Authorized the following part-time to full-time conversions: Animal Control Officer, Community Services Specialist to Crime Analyst, Property Evidence Specialist, four Recreation Specialists, Video Production Specialist, and a Maintenance Worker to one Equipment Mechanic for a net 2.62 FTE increase as presented at the May 9, 2023 Study Session; and
 - c. Authorized an additional 0.25 FTE to convert a part-time Management Aide to full-time in the Homeless Services Division to help support increasing homeless services; and
 - d. Consolidated the Animal Services and Enforcement Program by transferring the Animal Services Program and associated staff from the Parks and Community Services Department to the Police Department and authorize a full-time Animal Control Supervisor position in the Police Department; and
 - e. Approved Salary and Classification Updates Resolution 2023-28 (new Assistant Fire Chief positions); and
 - f. Approved Salary and Classification Updates Resolution 2023-27 for (Animal Control Supervisor and Cyber Security Analyst); and
4. Authorized the City Manager, or her designee, to appropriate funding to fully cover all prior years and new FY 2023-24 Arts and Culture Master Plan costs by utilizing FY 2022-23 General Fund year-end savings; and
5. Authorized the City Manager, or her designee, to work with the City Attorney's Office to execute any and all documents necessary to finance and purchase the large equipment and machinery purchases: water truck, stake bed, sign truck, street stencil truck, asphalt roller truck, and two Fire pumper trucks (one partially offset by CDBG funds) for an estimated lease amount of \$2.3 million; and
6. Authorized the City Manager, or her designee, to work with the Newport Mesa Unified School District for the use of school fields for expanded community and recreational use and open space opportunities, including but not limited to, the

addition of new full time or part time staff and operating appropriations; and

7. Approved Resolution 2023-29 establishing the Fiscal Year 2023-2024 GANN Appropriations Limit for the City of Costa Mesa at \$298,356,781, by using Orange County's growth for population adjustment, and the California per capita income growth for inflationary adjustment; and
8. Approved the City of Costa Mesa's Revised Special Event Rates; and
9. Received and filed the 2023 Annual AB 481 Report after taking public comment; and approved Resolution 2023-30 Renewing Ordinance No. 2022-03, the AB 481 Equipment Use Policy of the City of Costa Mesa, California, governing the use of police safety equipment.

2. BUSINESS IMPROVEMENT AREA (BIA) REAUTHORIZATION TO LEVY ANNUAL ASSESSMENT

Presentation by Ms. Reyes, Deputy City Manager and Paulette Lombardi Fries, Travel Costa Mesa.

Discussion ensued on collaboration with the Chamber of Commerce, advertising and FIFA.

Public Comments: None.

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Harlan

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Marr.

Abstain: None.

Motion carried: 6-0

ACTION:

1. The City Council conducted a public hearing regarding the Business Improvement Area (BIA) reauthorization and levy of the annual assessment for Fiscal Year 2023-2024.
2. Adopted Resolution No. 2023-24, confirming the annual report filed by Travel Costa Mesa and levying an annual assessment for Fiscal Year 2023-2024 for the Business Improvement Area covering certain Costa Mesa hotels and motels.

3. CONSOLIDATED MASTER FEE SCHEDULE

Presentation by Ms. Molina, Finance Director and Terry Madsen, Consultant.

Discussion ensued on facility rental fees, the business licensing fee, and a sliding scale fee.

Public Comments:

Jenn Tanaka, member of the Finance and Pension Advisory Committee (FiPAC), spoke on the FiPAC subcommittee working on the item and providing a recommendation.

MOVED/SECOND: Council Member Reynolds/Council Member Harper

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Marr.

Abstain: None.

Motion carried: 6-0

ACTION:

1. The City Council conducted the Public Hearing; and
2. Adopted Resolution No. 2023-25 of the City Council of the City of Costa Mesa, California, Adopting a Consolidated Schedule of User and Regulatory Fees for Various City Services.

OLD BUSINESS: NONE.

NEW BUSINESS: NONE.

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

ADJOURNMENT –The Mayor adjourned the meeting at 10:48 p.m. in honor of Dr. Richard Mehren and Mr. Frank Randall.

Minutes adopted on this 20th day of June, 2023.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1243

Meeting Date: 6/20/2023

TITLE:

ACCEPTANCE OF THE 2022 PROPOSITION 69 FUNDS

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: ED EVERETT, LIEUTENANT

CONTACT INFORMATION: ED EVERETT, LIEUTENANT, (714) 754-5395

RECOMMENDATION:

Staff recommends City Council:

1. Adopt Proposed Resolution 2023-XX authorizing the acceptance of the 2022 Proposition 69 funds and authorizing the City Manager or designee to accept the funds in the amount of \$122,606.
2. Approve revenue and expense appropriations in the amount of \$122,606 from the Proposition 69 funds.

BACKGROUND:

In November 2004, California voters passed Proposition (Prop) 69, the "DNA Fingerprint, Unsolved Crime and Innocence Protection Act," to expand and modify state law regarding the collection and use of criminal offender DNA samples and palm print impressions. Government Code 76104.6 was enacted, which levied additional penalties upon every fine, penalty, or forfeiture imposed and collected by the courts for criminal offenses. The additional penalty is deposited into the DNA Identification Fund.

Prop 69 established a guaranteed funding source for costs associated with the collection, verification, and management of DNA evidence and samples. In addition, the statute provided for each County to determine the methodology or eligibility criteria for the disbursement of their funds. An established Prop 69 Committee administers the Prop 69 funding received by the County. The Committee is comprised of two local Orange County Chiefs of Police, members from the County Executive Office, District Attorney's Office, Probation Department, Sheriff's Department, and the Orange County Crime Lab. Collectively, the Committee recognizes the funding is limited and has chosen to utilize the funds to promote innovation to enhance or strengthen DNA programs in Orange County with its public safety partners. The committee voted to allocate one-time funding requests to enhance the DNA programs for local law enforcement entities and county departments.

ANALYSIS:

In November of 2022, the Costa Mesa Police Department (CMPD) submitted a funding request to the Prop 69 Committee in the amount of \$122,606 for funding the purchase of a DCS 5 imaging system (\$112,106) and forensic evidence drying cabinets (\$10,500).

In December of 2022, the Prop 69 Committee approved the \$122,606 of funding to be allocated to the Costa Mesa Police Department, which was subsequently approved by the Orange County Board of Supervisors on April 25, 2023.

The Prop 69 funding will allow the Police Department to purchase the equipment outlined, which will improve and enhance CMPD's ability to identify, collect, process, and store DNA evidence.

ALTERNATIVES:

The alternative consideration is not to accept the Prop 69 funds. The Department does not recommend this alternative as other funding sources, such as the City's General Fund, would be necessary to fund the purchase of the Crime Scene Unit equipment.

FISCAL REVIEW:

Upon acceptance of the 2022 Prop 69 funds, revenue and expense appropriations in the amount of \$122,606, respectively, will be established.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

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

CONCLUSION:

Staff recommends City Council:

1. Adopt Proposed Resolution 2023-XX authorizing the acceptance of the 2022 Proposition 69 funds and authorizing the City Manager or designee to accept the funds in the amount of \$122,606.
2. Approve revenue and expense appropriations in the amount of \$122,606 from the Proposition 69 funds.

RESOLUTION NO. 2023-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AUTHORIZING ACCEPTANCE OF PROPOSITION 69 FUNDS AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE ANY STEPS NECESSARY TO ACCEPT THE FUNDS

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, in November 2004, California voters passed Proposition 69 (“Prop 69”), known as the “DNA Fingerprint, Unsolved Crime, and Innocence Protection Act,” to expand and modify state law regarding the collection and use of criminal offender DNA samples and palm print impressions; and

WHEREAS, Prop 69 added Section 76104.6 to the California Government Code (“Section 76104.6”), which requires that an additional penalty be levied upon every fine, penalty, or forfeiture imposed and collected by the courts for criminal offenses; and

WHEREAS, pursuant to Section 76104.6, the additional penalty is deposited into the DNA Identification Fund established in each county’s treasury; and

WHEREAS, Section 76104.6 establishes how the money in a county’s DNA Identification Fund shall be allocated, including a provision that provides for reimbursement to local law enforcement agencies for the collection of DNA specimens, samples, and print impressions, and for expenditures and administrative costs made or incurred in connection with the processing, analysis, tracking, and storage of DNA crime scene samples from cases in which DNA evidence would be useful in identifying or prosecuting suspects, including the procurement of equipment and software for the processing, analysis, tracking, and storage of DNA crime scene samples from unsolved cases; and

WHEREAS, the County of Orange (“County”) has established the Orange County Prop 69 Committee (“Committee”), which administers the Prop 69 funding received by the County; and

WHEREAS, the Committee approved allocating \$122,606.00 to Costa Mesa in 2022 Prop 69 funds; and

WHEREAS, the City Council desires to authorize the acceptance of the 2022 Prop 69 funds and to authorize the City Manager to take any steps necessary to accept the funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Costa Mesa hereby authorizes the acceptance of 2022 Prop 69 funds and authorizes the City Manager, or designee, to take any steps necessary to accept the funds.

PASSED AND ADOPTED this 20th day of June, 2023.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2023-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 20th day of June, 2023, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 20th day of June, 2023.

Brenda Green, City Clerk

(SEAL)



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1244

Meeting Date: 6/20/2023

TITLE:

ORANGE COUNTY TRANSPORTATION AUTHORITY TIER 1 GRANT PROGRAM APPLICATION FOR A HYDRODYNAMIC SEPARATOR (HDS) AT COSTA MESA COUNTRY CLUB

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. Adopt proposed Resolution No. 2023-xx for the submittal of a grant application to the Orange County Transportation Authority (OCTA) Environmental Cleanup Program (ECP), Tier 1 Grant for the procurement and installation of a Hydrodynamic Separator (HDS) at Costa Mesa Country Club.
2. Authorize the Public Works Director or designee as the City's representative.

BACKGROUND:

On February 13, 2023, the Orange County Transportation Authority's (OCTA) Board of Directors authorized staff to issue the Measure M2 Environmental Cleanup Program (ECP), Tier 1 fiscal year 2023-24 call for projects. Approximately \$3 million is available to Orange County cities, local agencies, and the County of Orange. Prior to the OCTA Board's release of funding recommendations, applicants must provide a City Council resolution authorizing staff to apply for funds as related to the ECP Tier 1 call for projects.

ANALYSIS:

In response to OCTA's 2023 ECP Tier 1 grant call for projects, staff submitted a grant application for the procurement and installation of a Hydrodynamic Separator (HDS) at the Costa Mesa Country Club on April 27, 2023. The City's application requested grant funding in the amount of \$500,000, which is the maximum allowed under the program. The scope of work for the proposed project will include furnishing labor and materials to install one (1) HDS unit to capture and treat runoff and stormwater from an existing 72-inch reinforced concrete pipe storm drain line. The project captures drainage from a large portion of Westside Costa Mesa and includes a combination of low and high-density residential, mixed urban, commercial, institutional and industrial land uses. HDS units have been installed previously in the City and are an approved full-capture system for stormwater trash removal under the California Trash Amendments.

In order to apply for these grant funds, a City Council resolution approving the filing of an application and naming the Public Works Director or designee as the City's authorized representative are required.

ALTERNATIVES:

If the City Council does not approve the proposed resolution, the City will not be eligible to submit an application for grant funds from this OCTA Tier 1 grant cycle. Staff does not recommend this action.

FISCAL REVIEW:

If approved for grant funding by OCTA, a local cash match of 20% (\$125,000) is required for the grant program for a total project cost of \$625,000. Local match funds will be available from the Drainage Fees Fund.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report and resolution and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the following City Council Goal:

- Strengthen the Public's Safety and Improve the Quality of Life
- Maintain and Enhance the City's Facilities, Technology, and Equipment

CONCLUSION:

Staff recommends the City Council:

1. Adopt proposed Resolution No. 2023-xx for the submittal of a grant application to the Orange County Transportation Authority (OCTA) Environmental Cleanup Program (ECP), Tier 1 Grant for the procurement and installation of a Hydrodynamic Separator (HDS) at Costa Mesa Country Club.
2. Authorize the Public Works Director or designee as the City's representative.

RESOLUTION NO. 2023-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE 2023 COSTA MESA GOLF COURSE HYDRODYNAMIC SEPARATOR (HDS) INSTALLATION PROJECT

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS, DETERMINES AND DECLARES AS FOLLOWS:

WHEREAS, Orange County Local Transportation Ordinance No. 3, dated July 24, 2006, known and cited as the Renewed Measure M Transportation Ordinance and Investment Plan, makes funds available through the Environmental Cleanup Program to help protect Orange County beaches and waterways from transportation-generated pollution (urban runoff) and improve overall water quality; and

WHEREAS, the Environmental Cleanup, Tier 1 Grant Program consists of funding purchases with Best Management Practices, such as hydrodynamic separators, continuous deflective separation devices, screens, filters, inserts, and other "street-scale" flow diversion projects; and

WHEREAS, the Orange County Transportation Authority (OCTA) has established the procedures and criteria for reviewing proposals; and

WHEREAS, the City of Costa Mesa possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project; and

WHEREAS, by formal action the City Council authorizes the nomination of 2023 COSTA MESA GOLF COURSE HYDRODYNAMIC SEPARATOR (HDS) INSTALLATION PROJECT, including all understandings and assurances contained therein, and authorizes the Public Works Director or designee as the official representative of the City of Costa Mesa to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the City of Costa Mesa will maintain and operate the equipment acquired and installed; and

ATTACHMENT 1

WHEREAS, the City of Costa Mesa will give OCTA's representatives access to and the right to examine all records, books, papers or documents related to the funded Tier 1 Grant Project; and

WHEREAS, the City of Costa Mesa will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and the project will be carried to completion with reasonable diligence; and

WHEREAS, the City of Costa Mesa will comply where applicable with provisions of the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), the Americans with Disabilities Act (ADA), and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the City of Costa Mesa must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement; and

WHEREAS, the City of Costa Mesa authorizes a formal amendment to the five-year Capital Improvement Program to add projects approved for funding upon approval from the OCTA Board of Directors; and

WHEREAS, the City of Costa Mesa will provide a minimum of 20% in matching funds for the 2023 COSTA MESA GOLF COURSE HYDRODYNAMIC SEPARATOR (HDS) INSTALLATION PROJECT as required by the Orange County Comprehensive Transportation Funding Programs Guidelines.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

Section 1. The City of Costa Mesa hereby authorizes the Public Works Director or designee as the official representative of the City of Costa Mesa to accept funds for the Tier 1 Grant Environmental Cleanup Program for the 2023 COSTA MESA GOLF COURSE HYDRODYNAMIC SEPARATOR (HDS) INSTALLATION PROJECT.

Section 2. The City of Costa Mesa agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

PASSED AND ADOPTED this 20th day of June, 2023.

ATTACHMENT 1

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2023-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 20th day of June, 2023, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this ____ day of _____, 2023.

Brenda Green, City Clerk



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1246

Meeting Date: 6/20/2023

TITLE:

RENEWED MEASURE M (M2) ELIGIBILITY

DEPARTMENT: PUBLIC WORKS DEPARTMENT /TRANSPORTATION
SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: JENNIFER ROSALES, TRANSPORTATION SERVICES
MANAGER, (714) 754-5343

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the City's Maintenance of Effort (MOE) for Fiscal Year 2023-24 (Attachment 1).
2. Approve the M2 Seven-Year Capital Improvement Program (CIP) comprised of the City's Five-Year and future year CIP for FY 2023-24 through FY 2029-30 (Attachment 2).
3. Adopt Resolution No. 2023-xx, for the Master Plan of Arterial Highways Conformance and Mitigation Fee Program (Attachment 3).
4. Adopt Resolution No. 2023-xx, for the Update of the Local Signal Synchronization Plan (Attachment 4).
5. Authorize staff to submit documents to meet M2 Eligibility requirements.

BACKGROUND:

In November 1990, the Orange County voters passed Measure M, the Revised Traffic Improvement and Growth Management Ordinance. The Ordinance provided for the establishment and implementation of a one-half percent retail transaction and use tax to fund transportation improvements for a period of 20 years. The County of Orange Board of Supervisors designated the Orange County Transportation Authority (OCTA) as the local transportation authority responsible for administering the revenue from Measure M that ended in 2011.

Renewed Measure M (M2) is a 30-year extension of the original program, approved by voters in 2006. Like its predecessor, Renewed Measure M net revenues are generated from the retail transaction and use tax of one-half percent. Net revenues contribute to two (2) types of Renewed Measure M funding: Fair Share and Competitive.

All Orange County cities are eligible for Fair Share funding, based on population, number of existing

Master Plan of Arterial Highways centerline miles, and taxable sales. For FY 2023-24, Costa Mesa is estimated to receive approximately \$3.7 million in Fair Share funds once OCTA eligibility requirements are met. Fulfilling these requirements will also allow the City to qualify for competitive funding allocations.

ANALYSIS:

Every year, the OCTA determines if a local jurisdiction is eligible to receive Renewed Measure M Fair Share funding. To qualify for funding through the OCTA, the City must submit the following eligibility requirements established for FY 2023-24, prior to the submittal deadline of June 30, 2023.

Maintenance of Effort (MOE) - The City is required to document and assure that it is maintaining a minimum level of funding for annual street and road expenditures from sources other than Renewed Measure M funds. This is to ensure that Renewed Measure M funds are used to supplement, and not replace or supplant, the existing general funds or other revenues used for street and road improvements. Failure to meet the MOE requirement may jeopardize the City's eligibility and receipt of Fair Share funding while also triggering an additional audit in order to get back into compliance the subsequent year.

Seven-Year Capital Improvement Program (CIP) - Each jurisdiction is required to prepare an M2 Seven-Year CIP. The CIP is an extensive list of projects required by the General Plan, as well as projects needed to maintain a satisfactory driving surface. A project must also be on the Seven-Year CIP list in order for it to be eligible for Renewed Measure M competitive grant funds, or other types of State or Federal funds, should they become available. The M2 Seven-Year CIP is comprised of the City's Five-Year and the future year CIP.

Resolution of Master Plan of Arterial Highways (MPAH) and Mitigation Fee Program OCTA requires jurisdictions to adopt a resolution attesting that no unilateral reduction in lanes has been made on any City arterials appearing on OCTA's MPAH. The resolution also certifies that a mitigation fee program is in place. The City Council previously approved a resolution for Traffic Impact Fees, Resolution No. 2022-65, which satisfies this requirement.

Local Signal Synchronization Plan (LSSP) - The City is also required to approve and maintain a Local Signal Synchronization Plan (LSSP) consistent with specific requirements. Each LSSP identifies traffic signal synchronization street routes, traffic signals, and how they may be synchronized with traffic signals on the street routes of adjoining jurisdictions. Each plan is to include a three-year scenario showing cost, available funding and phasing of capital, operations, and maintenance. In addition, an assessment of the signal synchronization efforts must be provided, as well as details on the review and revision (as necessary) of the timing of traffic signals along the identified traffic signal synchronization street routes. The City's LSSP is included in Attachment 5.

Traffic Forums - The City is required to participate in Traffic Forums. City staff participated in various working group sessions hosted by the OCTA and met this requirement.

With the approval and submittal of the above-listed documents to the OCTA, the City meets the eligibility requirements for Measure M2 Fairshare funding, estimated at approximately \$3.7 million, from the County's Renewed Measure M one-half percent sales tax initiative for Fiscal Year 2023-24.

Elimination of any projects from the M2 Seven-Year CIP may jeopardize possible future grant funding for that particular project, should grant funding become available. Staff requests City Council approval of the recommended actions.

ALTERNATIVES:

The City Council may elect to not approve or modify the submittals. This may result in the City not complying with the eligibility requirements and the potential risk of losing Measure M2 grant funding. Failure to meet such requirements may also result in an additional audit to bring the City back into compliance the subsequent year.

FISCAL REVIEW:

The Finance Department has reviewed and signed the Maintenance of Effort (MOE) form certifying that the City has budgeted and will meet the MOE minimum level of funding requirements for FY 2023-24.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report and the resolutions for the Master Plan of Arterial Highways Conformance and Mitigation Fee Program and for the Update of the Local Signal Synchronization Plan and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Achieve Long-Term Fiscal Sustainability
- Strengthen the Public's Safety and Improve the Quality of Life

CONCLUSION:

The City of Costa Mesa, like other Orange County cities, is required to annually adopt and/or approve certain items in order to remain eligible for grant funds from the Renewed Measure M program. Accordingly, staff recommends the City Council approve the proposed Maintenance of Effort (MOE), approve the M2 Seven-Year Capital Improvement Program (CIP) consisting of the City's Five-Year CIP and future year CIP, adopt the resolution for the Master Plan of Arterial Highways Conformance and Mitigation Fee Program, adopt the resolution for the Update of the Local Signal Synchronization Plan and authorize staff to submit documents to meet M2 Eligibility requirements.

**APPENDIX I**

Maintenance of Effort (MOE) Certification Form

Jurisdiction: City of Costa Mesa**Type of GENERAL FUND Transportation Expenditures:**

Please complete and attach supporting budget documentation for each line item listed below.

MAINTENANCE	Total Expenditure
Program Parkway & Median Maintenance	\$ 1,933,963
Program 20210 Street Cleaning	\$ 821,062
Program 30111 Street Maintenance	\$ 794,012
Program 30121 Storm Drain Maintenance	\$ 313,493
Program 30241 Traffic Operations	\$ 2,032,644
Program 30243 Signs & Markings	\$ 835,956
Program 50920 Equipment Maintenance	\$ 82,613
Subtotal Maintenance	\$ 6,813,743

CONSTRUCTION	Total Expenditure
Program 30112 Street Improvements	\$ 1,473,902
Program 30122 Storm Drain Improvements	\$ 114,957
Program 30225 Active Transportation Improvements	\$ 1,771,997
Program 30241 Traffic Operations	\$ 75,000
Subtotal Construction	\$ 3,435,856

INDIRECT/OTHER	Total Expenditure
Program 30210 Traffic Planning	\$ 568,871
Program 50001 Dept. Administrative Program	\$ 402,926
Program 50002 Construction Management	\$ 280,585
Program 20510 Water Quality	\$ 2,008
Subtotal Indirect/Other	\$ 1,254,390

Total General Fund Transportation Expenditures	\$ 11,503,989
(Less Total MOE Exclusions ¹)	\$ -
MOE Expenditures	\$ 11,503,989
MOE Benchmark Requirement²	\$ 9,827,861
(Shortfall)/Surplus	\$ 1,676,128

Certification:

I hereby certify that:

- ☒ The City of Costa Mesa is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for Measure M2 Eligibility
- ☒ The City of Costa Mesa's MOE Certification Form is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties" and;
- ☒ The City of Costa Mesa certifies that the budgeted MOE expenditures meet or exceed the fiscal year (FY) 2023-24 MOE benchmark requirement³.



Finance Director Signature

CAROL MOLINA

Finance Director (Print Name)

June 8, 2023

Date

¹ Funding sources include Measure M, federal, state, redevelopment, and bond financing.² Please refer to Exhibit 2 in the M2 Eligibility Guidelines for the City's MOE benchmark requirement.³ Jurisdictions are encouraged to submit MOE eligible expenditures higher than their MOE benchmark, so that should certain expenses be ruled ineligible during an MOE audit, the local jurisdiction still has sufficient MOE expenditures to demonstrate continued achievement of the MOE benchmark.

Orange County Transportation Authority
FY 2023/24 - FY 2029/30 Capital Improvement Program

TIP ID		CP-10467							IMPLEMENTING AGENCY				Costa Mesa, City of	
Local Project Number: N/A		Project Title												
Additional Project IDs:		17th St. Rehabilitation												
Type of Work: Road Maintenance		Project Description												
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on 17th St. from Irvine Avenue to Westerly City Limits. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.												
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED												
Irvine Avenue to Westerly City Limits		2026 Unfunded/Unknown \$0 \$0 \$1,200,000 \$0 \$1,200,000 \$1,311,272												
Project Notes														
Unfunded: Measure M Turnback, Gas Tax														
		Totals: \$0 \$0 \$1,200,000 \$0 \$1,200,000 \$1,311,272												
Last Revised: 23-00 - In Progress													Total Programmed: \$1,200,000	

TIP ID		CP-10469							IMPLEMENTING AGENCY				Costa Mesa, City of	
Local Project Number: N/A		Project Title												
Additional Project IDs:		18th St. Street Rehabilitation												
Type of Work: Road Maintenance		Project Description												
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on 18th St. from Irvine Avenue to Westerly City Limits. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.												
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED												
Newport Blvd. to Westerly City Limits		2026 Unfunded/Unknown \$86,000 \$0 \$0 \$0 \$86,000 \$86,000												
Project Notes		2027 Unfunded/Unknown \$0 \$0 \$774,000 \$0 \$774,000 \$871,144												
Unfunded: Measure M Turnback, Gas Tax														
		Totals: \$86,000 \$0 \$774,000 \$0 \$860,000 \$957,144												
Last Revised: 23-00 - In Progress												Total Programmed: \$860,000		

TIP ID CP-10471		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		19th St. Street Rehabilitation							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on 19th St. from Park Ave. to westerly city limits. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Park Ave. to W'ly City Limits		2024	Traffic Impact Fees	\$0	\$0	\$740,789	\$0	\$740,789	\$763,013
Project Notes		2024	Measure M2 Local Fairshare	\$0	\$0	\$1,447,758	\$0	\$1,447,758	\$1,491,191
		2024	General Fund	\$0	\$0	\$500,000	\$0	\$500,000	\$515,000
				Totals:	\$0	\$0	\$2,688,547	\$0	\$2,688,547 \$2,769,204
Last Revised: 23-00 - In Progress									Total Programmed: \$2,688,547

TIP ID		CP-10472		IMPLEMENTING AGENCY							Costa Mesa, City of								
Local Project Number: N/A				Project Title															
Additional Project IDs:				22nd St. Street Rehabilitation															
Type of Work: Road Maintenance				Project Description															
Type of Work Description: Road Maintenance - Rehabilitation of roadway				This project consists of the rehabilitation of pavement structural section on 22nd St. from Newport Blvd. to Santa Ana Ave. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits															
Limits				FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED	
Newport Blvd. to Santa Ana Ave				2027		Unfunded/Unknown		\$30,000		\$0		\$300,000		\$0		\$330,000		\$367,653	
Project Notes																			
Unfunded: Measure M Turnback, Gas Tax																			
						Totals:		\$30,000		\$0		\$300,000		\$0		\$330,000		\$367,653	
Last Revised: 23-00 - In Progress				Total Programmed: \$330,000															

TIP ID		CP-10475		IMPLEMENTING AGENCY							Costa Mesa, City of	
Local Project Number: N/A				Project Title								
Additional Project IDs:				Adams Ave. Reconstruction								
Type of Work: Road Maintenance				Project Description								
Type of Work Description: Road Maintenance - Reconstruction of roadway				This project consists of total reconstruction of pavement structural section on Adams Ave. from Harbor Blvd. to Santa Ana River. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.								
Limits												
Royal Palm Dr. To Santa Ana River												
Project Notes												
2023/24: RMRA												
				</								

TIP ID CP-10477		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Adams Avenue (Fairview Road to Harbor Boulevard) Bike Facility							
Type of Work: Bikeways		Project Description							
Type of Work Description: Bikeways - New bike route		Construction of bike lanes on Adams Avenue to improve bicycle connectivity							
Limits		<div>FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED</div>							
Fairview Rd to Harbor Blvd		<div>2024 Traffic Impact Fees \$0 \$0 \$500,000 \$0 \$500,000 \$515,000</div>							
Project Notes		<div>2025 Unfunded/Unknown \$0 \$0 \$1,500,000 \$0 \$1,500,000 \$1,591,350</div>							
Unfunded: ATP, BCIP, General Fund,TIF									
		<div>Totals: \$0 \$0 \$2,000,000 \$0 \$2,000,000 \$2,106,350</div>							
Last Revised: 23-00 - In Progress		Total Programmed: \$2,000,000							

TIP ID		CP-10482		IMPLEMENTING AGENCY							Costa Mesa, City of										
Local Project Number: N/A				Project Title																	
Additional Project IDs:				Adams Avenue Multipurpose Trail																	
Type of Work: Bikeways				Project Description																	
Type of Work Description: Bikeways - Widening of existing bike route				The project adds a multipurpose trail on Adams Ave. between Santa Ana River and Royal Palm Drive.																	
Limits				<u>FISCAL YEAR</u>		<u>FUND TYPE</u>		<u>ENG</u>		<u>ROW</u>		<u>CON/IMP</u>		<u>O&M</u>		<u>TOTAL</u>		<u>TOTAL ESCALATED</u>			
Adams Ave. between Santa Ana River and Royal Palm Drive				2024		General Fund		\$0		\$0		\$1,250,000		\$0		\$1,250,000		\$1,287,500			
				2025		Unfunded/Unknown		\$0		\$0		\$1,250,000		\$0		\$1,250,000		\$1,326,125			
Project Notes				2026		Unfunded/Unknown		\$0		\$0		\$5,000,000		\$0		\$5,000,000		\$5,463,635			
Unfunded: Caltrans ATP, BCIP, Capital Improvement Funds, City Funds. General Fund: Capital Improvement Fund								<u>Totals:</u>		\$0		\$0		\$7,500,000		\$0		\$7,500,000		\$8,077,260	
Last Revised: 23-00 - In Progress																				Total Programmed: \$7,500,000	

TIP ID CP-10479		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Adams Avenue at Pinecreek Drive Improvements						
Type of Work: Safety		Project Description						
Type of Work Description: Safety - Other		Reconfiguration of the intersection to eliminate eastbound free flow right turn lane, addition of pedestrian crosswalks and bicycle facilities.						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M TOTAL	TOTAL ESCALATED
Adams Ave. at Pinecreek Dr		2024	Measure M2 Local Fairshare	\$0	\$0	\$600,000	\$0	\$618,000
Project Notes		2024	Traffic Impact Fees	\$0	\$0	\$600,000	\$0	\$618,000
Measure M2 Fairshare Fund, Traffic Impact Fee, OCC Contribution, BCIP.		2024	General Fund	\$14,400	\$0	\$0	\$0	\$14,400
		2024	Congestion Management Air Quality	\$105,600	\$0	\$514,736	\$0	\$635,778
		Totals: \$120,000 \$0 \$1,714,736 \$0 \$1,834,736 \$1,886,178						
Last Revised: 23-00 - In Progress		Total Programmed: \$1,834,736						

TIP ID CP-12159		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Airport Channel/ Delhi Channel Multi-Use Path						
Type of Work: Pedestrian		Project Description						
Type of Work Description: Pedestrian - Other		Construct a class 1, multi-use trail from Bristol St to Anton Blvd						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M TOTAL	TOTAL ESCALATED
Bristol St to Anton Blvd		2029	Unfunded/Unknown	\$380,000	\$0	\$2,160,000	\$0	\$2,959,153
Project Notes		Totals: \$380,000 \$0 \$2,160,000 \$0 \$2,540,000 \$2,959,153						
Last Revised: 23-00 - In Progress		Total Programmed: \$2,540,000						

TIP ID CP-10483		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Anaheim Ave. Street Rehabilitation						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Anaheim Ave. from Superior Ave. to 19th St. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M TOTAL	TOTAL ESCALATED
Superior Ave. to 19th St.		2026	Unfunded/Unknown	\$18,000	\$0	\$0	\$0	\$18,000
Project Notes		2027	Unfunded/Unknown	\$0	\$0	\$500,000	\$0	\$562,754
Unfunded: Measure M Turnback, Gas Tax		Totals: \$18,000 \$0 \$500,000 \$0 \$518,000 \$580,754						
Last Revised: 23-00 - In Progress		Total Programmed: \$518,000						

TIP ID CP-10485		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Anton Blvd. Street Rehabilitation						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Anton Blvd. from Sakioka Dr. to Sunflower Ave. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M TOTAL	TOTAL ESCALATED
Sakioka Dr. to Sunflower Ave		2027	Unfunded/Unknown	\$50,600	\$0	\$455,400	\$0	\$563,157
Project Notes		Totals: \$50,600 \$0 \$455,400 \$0 \$506,000 \$563,157						
Unfunded: Measure M Turnback, Gas Tax		Total Programmed: \$506,000						
Last Revised: 23-00 - In Progress								

TIP ID		IMPLEMENTING AGENCY						
CP-10487		Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Anton Blvd. Street Rehabilitation						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Anton Blvd. from Avenue of the Arts to Bristol St. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits						
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED						
Avenue of the Arts to Bristol St.		2027 Unfunded/Unknown \$25,200 \$0 \$226,800 \$0 \$252,000 \$280,465						
Project Notes								
Unfunded: Measure M Turnback, Gas Tax								
		Totals: \$25,200 \$0 \$226,800 \$0 \$252,000 \$280,465						
Last Revised: 23-00 - In Progress		Total Programmed: \$252,000						

TIP ID		CP-12160							IMPLEMENTING AGENCY				Costa Mesa, City of	
Local Project Number:		Project Title												
Additional Project IDs:		Baker St at Babb St Signal Modification												
Type of Work:		Traffic Signals												
Type of Work Description:		Traffic Signals - Construct signal modifications which will upgrade signal operations with PPLT for EB and WB.												
Replace and upgrade traffic signals and equipment		Modifications include new signal poles, foundations, mast arms, video detection, and ADA curb ramps.												
Limits		Project Description												
Baker St at Babb St		Construct signal modifications which will upgrade signal operations with PPLT for EB and WB.												
Project Notes		Modifications include new signal poles, foundations, mast arms, video detection, and ADA curb ramps.												
		Totals:												
</														

TIP ID CP-10490		IMPLEMENTING AGENCY Costa Mesa, City of																						
Local Project Number: N/A		Project Title																						
Additional Project IDs:		Baker St. Improvement																						
Type of Work: Road Maintenance		Project Description																						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement on Baker St. from Newport Blvd. to Red Hill Ave. Some damaged curb and gutter, sidewalk, access ramps, and driveway will be removed and reconstructed.																						
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2027</td><td>Unfunded/Unknown</td><td>\$28,000</td><td>\$0</td><td>\$252,000</td><td>\$0</td><td>\$280,000</td><td>\$311,628</td></tr></table>							FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2027	Unfunded/Unknown	\$28,000	\$0	\$252,000	\$0	\$280,000	\$311,628
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																	
2027	Unfunded/Unknown	\$28,000	\$0	\$252,000	\$0	\$280,000	\$311,628																	
Project Notes																								
Unfunded: M2 Fairshare, Gas Tax																								
		<table><tr><td>Totals:</td><td>\$28,000</td><td>\$0</td><td>\$252,000</td><td>\$0</td><td>\$280,000</td><td>\$311,628</td></tr></table>							Totals:	\$28,000	\$0	\$252,000	\$0	\$280,000	\$311,628									
Totals:	\$28,000	\$0	\$252,000	\$0	\$280,000	\$311,628																		
Last Revised: 23-00 - In Progress		Total Programmed: \$280,000																						

TIP ID CP-10491		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Baker St. Street Rehabilitation							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Baker St. from Bear St. to Bristol St. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits							
Limits		FISCAL YEAR							
Bear St to Bristol St.		FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Project Notes		2027	Unfunded/Unknown	\$100,000	\$0	\$1,000,000	\$0	\$1,100,000	\$1,225,509
Unfunded: M2 Fairshare, Gas Tax									
		Totals: \$100,000 \$0 \$1,000,000 \$0 \$1,100,000 \$1,225,509							
Last Revised: 23-00 - In Progress		Total Programmed: \$1,100,000							

TIP ID CP-10492		IMPLEMENTING AGENCY Costa Mesa, City of																															
Local Project Number: N/A		Project Title																															
Additional Project IDs:		Baker St. Street Rehabilitation																															
Type of Work: Road Maintenance		Project Description																															
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Baker St. from Bristol St. to Newport Blvd. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.																															
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2027</td><td>Unfunded/Unknown</td><td>\$53,000</td><td>\$0</td><td>\$485,040</td><td>\$0</td><td>\$538,040</td><td>\$598,917</td></tr><tr><td colspan="2"></td><td>Totals:</td><td>\$53,000</td><td>\$0</td><td>\$485,040</td><td>\$0</td><td>\$538,040 \$598,917</td></tr></table>								FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2027	Unfunded/Unknown	\$53,000	\$0	\$485,040	\$0	\$538,040	\$598,917			Totals:	\$53,000	\$0	\$485,040	\$0	\$538,040 \$598,917
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																										
2027	Unfunded/Unknown	\$53,000	\$0	\$485,040	\$0	\$538,040	\$598,917																										
		Totals:	\$53,000	\$0	\$485,040	\$0	\$538,040 \$598,917																										
Project Notes																																	
Unfunded: Measure M Turnback, Gas Tax																																	
Last Revised: 23-00 - In Progress		Total Programmed: \$538,040																															

TIP ID CP-10493		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Baker St. Street Rehabilitation							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Baker St. from Bear St. to Harbor Blvd. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.							
Limits									
Bear St. to Harbor Blvd.									
Project Notes									
Unfunded: Measure M Turnback, Gas Tax									

TIP ID		CP-11409		IMPLEMENTING AGENCY						Costa Mesa, City of																									
Local Project Number:				Project Title																															
Additional Project IDs:				Baker-Coolidge Ave Traffic Signal Modification																															
Type of Work:				Traffic Signals																															
Type of Work Description:				Traffic Signals - Replace and upgrade traffic signals and equipment																															
				Modification of traffic signal at Baker St and Coolidge Ave to include PPLT for EB movement.																															
Limits				<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2026</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$0</td><td>\$40,000</td><td>\$0</td><td>\$40,000</td><td>\$43,709</td></tr><tr><td colspan="2"></td><td>Totals:</td><td>\$0</td><td>\$0</td><td>\$40,000</td><td>\$0</td><td>\$40,000 \$43,709</td></tr></table>								FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2026	Unfunded/Unknown	\$0	\$0	\$40,000	\$0	\$40,000	\$43,709			Totals:	\$0	\$0	\$40,000	\$0	\$40,000 \$43,709
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																												
2026	Unfunded/Unknown	\$0	\$0	\$40,000	\$0	\$40,000	\$43,709																												
		Totals:	\$0	\$0	\$40,000	\$0	\$40,000 \$43,709																												
Project Notes																																			
Unfunded: City Funds																																			
Last Revised: 23-00 - In Progress				Total Programmed: \$40,000																															

TIP ID CP-11410		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: 20-CMSA-TSP-3972		Project Title							
Additional Project IDs:		Baker/Placentia, Victoria, W 19th Traffic Signal Synchronization							
Type of Work: Traffic Signals		Project Description							
Type of Work Description: Traffic Signals - Coordinate signals within project limits		Review and update of traffic signal coordination along Baker St/Placentia Av, Victoria St, and W 19th St which includes 41 signals. Will include signal timing improvements, detection upgrade, GPS EV preemption, CCTV, and controller replacements.							
Limits									
Baker St/Placentia Av, Victoria St and West 19th St									
Project Notes									
In Kind Services - Caltrans									

TIP ID		CP-11800	IMPLEMENTING AGENCY							Costa Mesa, City of	
Local Project Number: 17-CMSA-TSP-3873			Project Title								
Additional Project IDs:			Bear St. Signal Coordination Improvement								
Type of Work: Traffic Signals			Project Description								
Type of Work Description: Traffic Signals - Replace and upgrade traffic signals and equipment			Upgrade signal hardware, communications and coordination between Caltrans and City signals along Bear St. within the project limits. Update Bear St. & Baker St. traffic signal phasing.								
Limits			<u>FISCAL</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL</u>	
Baker St. to Paularino Ave.			<u>YEAR</u>							<u>ESCALATED</u>	
Project Notes			2024	Traffic Signal Sync Program (TSSP)	\$0	\$0	\$0	\$13,733	\$13,733	\$13,733	
The project was added to reflect O&M funds carried over from FY21/22 to FY23/24			2024	Air Quality Management District	\$0	\$0	\$0	\$2,024	\$2,024	\$2,024	
			2024	Another City	\$0	\$0	\$0	\$1,044	\$1,044	\$1,044	
					<u>Totals:</u>	\$0	\$0	\$0	\$16,800	\$16,800	\$16,800
Last Revised: 23-00 - In Progress											
Total Programmed: \$16,800											

TIP ID CP-10501		IMPLEMENTING AGENCY Costa Mesa, City of																																
Local Project Number: N/A		Project Title																																
Additional Project IDs:		Bear St. Street Rehabilitation																																
Type of Work: Road Maintenance		Project Description																																
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Baker St. from Baker St. to Bristol St. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.																																
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2026</td><td>Unfunded/Unknown</td><td>\$20,000</td><td>\$0</td><td>\$180,000</td><td>\$0</td><td>\$200,000</td><td>\$216,691</td></tr><tr><td colspan="2"></td><td>Totals:</td><td>\$20,000</td><td>\$0</td><td>\$180,000</td><td>\$0</td><td>\$200,000</td><td>\$216,691</td></tr></table>								FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2026	Unfunded/Unknown	\$20,000	\$0	\$180,000	\$0	\$200,000	\$216,691			Totals:	\$20,000	\$0	\$180,000	\$0	\$200,000	\$216,691
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																											
2026	Unfunded/Unknown	\$20,000	\$0	\$180,000	\$0	\$200,000	\$216,691																											
		Totals:	\$20,000	\$0	\$180,000	\$0	\$200,000	\$216,691																										
Project Notes																																		
Unfunded: Measure M Turnback, Gas Tax																																		
Last Revised: 23-00 - In Progress		Total Programmed: \$200,000																																

TIP ID CP-10503		IMPLEMENTING AGENCY Costa Mesa, City of																							
Local Project Number: N/A		Project Title																							
Additional Project IDs:		Bear Street Improvement Project																							
Type of Work: Road Maintenance		Project Description																							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consist of mill and overlay of the existing roadway along Bear Street from Wakeham to I-405. Some damaged curb/gutter, sidewalk, access ramps, and driveways will be removed and reconstructed within the limits.																							
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2027</td><td>Unfunded/Unknown</td><td>\$60,000</td><td>\$0</td><td>\$540,000</td><td>\$0</td><td>\$600,000</td><td>\$667,775</td></tr></table>								FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2027	Unfunded/Unknown	\$60,000	\$0	\$540,000	\$0	\$600,000	\$667,775
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																		
2027	Unfunded/Unknown	\$60,000	\$0	\$540,000	\$0	\$600,000	\$667,775																		
Project Notes																									
Unfunded: Measure M Turnback, Gas Tax																									
		<table><tr><td>Totals:</td><td>\$60,000</td><td>\$0</td><td>\$540,000</td><td>\$0</td><td>\$600,000</td><td>\$667,775</td></tr></table>								Totals:	\$60,000	\$0	\$540,000	\$0	\$600,000	\$667,775									
Totals:	\$60,000	\$0	\$540,000	\$0	\$600,000	\$667,775																			
Last Revised: 23-00 - In Progress		Total Programmed: \$600,000																							

TIP ID CP-11608		IMPLEMENTING AGENCY Costa Mesa, City of								
Local Project Number:		Project Title								
Additional Project IDs:		Bicycle & Pedestrian Infrastructure Improvements								
Type of Work: Pedestrian		Project Description								
Type of Work Description: Pedestrian - Other		Citywide pedestrian and bicycle projects to implement the Pedestrian Master Plan and Active Transportation Plan								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Citywide		2024	Traffic Impact Fees	\$0	\$0	\$50,000	\$0	\$50,000	\$51,500	
Project Notes		2025	Traffic Impact Fees	\$0	\$0	\$50,000	\$0	\$50,000	\$53,045	
Funds budgeted in prior years. General Fund:		2026	Traffic Impact Fees	\$0	\$0	\$50,000	\$0	\$50,000	\$54,636	
Traffic Impact Fee		2027	Traffic Impact Fees	\$0	\$0	\$50,000	\$0	\$50,000	\$56,275	
		2028	Traffic Impact Fees	\$0	\$0	\$50,000	\$0	\$50,000	\$57,964	
		2029	Traffic Impact Fees	\$0	\$0	\$50,000	\$0	\$50,000	\$59,703	
				Totals:	\$0	\$0	\$300,000	\$0	\$300,000	\$333,123
Last Revised: 23-00 - In Progress		Total Programmed: \$300,000								

TIP ID		CP-10509		IMPLEMENTING AGENCY							Costa Mesa, City of
Local Project Number: N/A		Project Title									
Additional Project IDs:		Bicycle Rack Improvements Citywide									
Type of Work: Bikeways		Project Description									
Type of Work Description: Bikeways - Benches, fountains, lockers or other amenities for bicycles		Bicycle Racks at various locations Citywide									
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED		
Citywide		2025	Unfunded/Unknown	\$50,000	\$0	\$0	\$0	\$50,000	\$50,000		
Project Notes		2026	Unfunded/Unknown	\$50,000	\$0	\$0	\$0	\$50,000	\$50,000		
Unfunded/Unknown: City General Fund, Traffic Impact Fees		2027	Unfunded/Unknown	\$50,000	\$0	\$0	\$0	\$50,000	\$50,000		
		2028	Unfunded/Unknown	\$25,000	\$0	\$0	\$0	\$25,000	\$25,000		
		2029	Unfunded/Unknown	\$25,000	\$0	\$0	\$0	\$25,000	\$25,000		
		Totals:	\$200,000	\$0	\$0	\$0	\$0	\$200,000	\$200,000		
Last Revised: 23-00 - In Progress										Total Programmed: \$200,000	

TIP ID CP-10510		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Brentwood Ave. Storm Drain System							
Type of Work: Environmental Cleanup		Project Description							
Type of Work Description: Environmental Cleanup - Other		Eliminate flooding and trap particulate pollutants from entering the storm drain system. Installation of various storm drain pipes ranging from 24" to 105" RCP; Concrete & asphalt improvements; Watershed modeling & recommendations;							
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED							
Brentwood Ave		2028 Unfunded/Unknown \$70,000 \$0 \$723,040 \$0 \$793,040 \$908,202							
Project Notes									
Unfunded: Drainage Fees/ Measure M2, Environmental Cleanup		Totals: \$70,000 \$0 \$723,040 \$0 \$793,040 \$908,202							
Last Revised: 23-00 - In Progress		Total Programmed: \$793,040							

TIP ID		CP-10532		IMPLEMENTING AGENCY						Costa Mesa, City of	
Local Project Number: N/A				Project Title							
Additional Project IDs:				Bristol St. & Baker St. Intersection Improvement							
Type of Work: Intersection				Project Description							
Type of Work Description: Intersection - Add through and left turn lanes to intersection				Add eastbound and westbound through lanes and an additional northbound left-turn lane at this intersection							
Limits											
Bristol St. & Baker St											
Project Notes											
Unfunded: Measure M2 RCP, Traffic Impact Fees, General Fund											
</											

TIP ID CP-10536		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Bristol St. & Sunflower Ave. Intersection Improvement						
Type of Work: Intersection		Project Description						
Type of Work Description: Intersection - Add through and left turn lanes to intersection		This project adds a third northbound left-turn lane and a fourth westbound through lane in conformance with General Plan Circulation Element.						
Limits								
Bristol St. & Sunflower Ave								
Project Notes								
Unfunded: Measure M2 RCP, Traffic Impact Fees, General Fund.								
</								

TIP ID CP-10537		IMPLEMENTING AGENCY Costa Mesa, City of																						
Local Project Number:		Project Title																						
Additional Project IDs:		Bristol St. Rehabilitation																						
Type of Work: Road Maintenance		Project Description																						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Bristol St. from I-405 to Sunflower Ave. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.																						
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2027</td><td>Unfunded/Unknown</td><td>\$32,960</td><td>\$0</td><td>\$296,640</td><td>\$0</td><td>\$329,600</td><td>\$366,831</td></tr></table>							FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2027	Unfunded/Unknown	\$32,960	\$0	\$296,640	\$0	\$329,600	\$366,831
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																	
2027	Unfunded/Unknown	\$32,960	\$0	\$296,640	\$0	\$329,600	\$366,831																	
Project Notes																								
Unfunded: Measure M Turnback, Gas Tax																								
		<table><tr><td>Totals:</td><td>\$32,960</td><td>\$0</td><td>\$296,640</td><td>\$0</td><td>\$329,600</td><td>\$366,831</td></tr></table>							Totals:	\$32,960	\$0	\$296,640	\$0	\$329,600	\$366,831									
Totals:	\$32,960	\$0	\$296,640	\$0	\$329,600	\$366,831																		
Last Revised: 23-00 - In Progress		Total Programmed: \$329,600																						

TIP ID		CP-10539		IMPLEMENTING AGENCY					Costa Mesa, City of		
Local Project Number: N/A				Project Title							
Additional Project IDs:				Bristol Street (Bear St. to Santa Ana Ave.) Bicycle Facility							
Type of Work: Bikeways				Project Description							
Type of Work Description: Bikeways - New bike route				New class IV bicycle facility on Bristol St. between Bear St. and Santa Ana Ave							
Limits				<div>FISCAL YEARFUND TYPEENGROWCON/IMP O&M TOTALTOTAL ESCALATED</div>							
Bear St. to Santa Ana Ave.				2026Unfunded/Unknown\$75,000\$0\$0\$0\$75,000\$75,000							
Project Notes				2027Unfunded/Unknown\$0\$0\$450,000\$0\$450,000\$506,479							
Unfunded: ATP, BCIP, General Fund											
				<div>Totals:\$75,000\$0\$450,000\$0\$525,000\$581,479</div>							
Last Revised: 23-00 - In Progress										Total Programmed: \$525,000	

TIP ID CP-10541		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Bristol Street / I-405 NB Ramps						
Type of Work: Intersection		Project Description						
Type of Work Description: Intersection - Add right turn lane(s) to intersection		Intersection improvement project to improve traffic operations by adding a westbound right turn lane.						
Limits								
Bristol Street at i-405 NB Ramps								
Project Notes								
Unfunded: Measure M2, General Fund								

TIP ID		CP-10543		IMPLEMENTING AGENCY					Costa Mesa, City of											
Local Project Number: N/A				Project Title																
Additional Project IDs:				Bristol Street / Paularino Avenue (add 2nd westbound left turn lane)																
Type of Work: Intersection				Project Description																
Type of Work Description: Intersection - Add left turn lane(s) to intersection				Intersection improvement project to design and construct a 2nd WB left turn lane to improve traffic operations.																
Limits				FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED		
Bristol Street at Paularino Avenue				2029		Unfunded/Unknown		\$85,000		\$60,000		\$155,210		\$0		\$300,210		\$341,972		
Project Notes																				
Unfunded: M2, Traffic Impact Fees, General Fund.																				
								Totals:		\$85,000		\$60,000		\$155,210		\$0		\$300,210 \$341,972		
Last Revised: 23-00 - In Progress																			Total Programmed: \$300,210	

TIP ID CP-10550		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Cherry Lake Storm Drain Phase I, II, III						
Type of Work: Environmental Cleanup		Project Description						
Type of Work Description: Environmental Cleanup - Other		Installation of various storm drain pipes ranging from 24" to 105" RCP; Concrete & asphalt improvements; Cherry Lake and Newport watershed modeling & recommendations; Coordination with numerous utility companies, gov't agencies, residents and busines						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL
Bounded by Westminster Ave, Sherwood Pl, 21st St and Santa Ana Ave		2028	Unfunded/Unknown	\$350,000	\$0	\$2,371,600	\$0	\$2,721,600
Project Notes								TOTAL ESCALATED
Unfunded: Drainage Fees, Unfunded portion TBD								\$3,099,334
				Totals:	\$350,000	\$0	\$2,371,600	\$0
							\$2,721,600	\$3,099,334
Last Revised: 23-00 - In Progress								Total Programmed: \$2,721,600

TIP ID CP-10555		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Cherry Lake Storm Drain Phase IV, V						
Type of Work: Environmental Cleanup		Project Description						
Type of Work Description: Environmental Cleanup - Other		Installation of various storm drain pipes ranging from 24" to 105" RCP; Concrete & asphalt improvements; Cherry Lake and Newport watershed modeling & recommendations; Coordination with numerous utility companies, gov't agencies, residents and busines						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL
Upstream of Cherry Lake		2028	Unfunded/Unknown	\$350,000	\$0	\$1,659,360	\$0	\$2,009,360
Project Notes								TOTAL ESCALATED
Unfunded: Drainage Fees								\$2,273,653
				Totals:	\$350,000	\$0	\$1,659,360	\$0
							\$2,009,360	\$2,273,653
Last Revised: 23-00 - In Progress								Total Programmed: \$2,009,360

TIP ID CP-10673		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Citywide Neighborhood Traffic Calming Improvements						
Type of Work: Safety		Project Description						
Type of Work Description: Safety - Traffic calming such as bulbout, chokers, speed hump, etc.		This project includes implementation of neighborhood traffic improvements including signs, speed humps, and landscaping to enhance neighborhoods.						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL
Citywide		2024	General Fund	\$0	\$0	\$75,000	\$0	\$75,000
Project Notes		2025	General Fund	\$0	\$0	\$75,000	\$0	\$75,000
General Fund: Capital Improvement Fund		2026	General Fund	\$0	\$0	\$75,000	\$0	\$75,000
		2027	General Fund	\$0	\$0	\$75,000	\$0	\$75,000
		2028	General Fund	\$0	\$0	\$75,000	\$0	\$75,000
		2029	General Fund	\$0	\$0	\$75,000	\$0	\$75,000
				Totals:	\$0	\$0	\$450,000	\$0
							\$450,000	\$499,686
Last Revised: 23-00 - In Progress								Total Programmed: \$450,000

TIP ID CP-11414		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Citywide Residential Parking Program Implementation						
Type of Work: Demand Management		Project Description						
Type of Work Description: Demand Management - Parking management program for public use		To provide equitable access, sustainable parking solutions, and efficient program management. Phased implementation of RPP project including community outreach, implementation of automated enforcement and an online management system.						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL
Citywide		2024	General Fund	\$0	\$0	\$50,000	\$0	\$50,000
Project Notes								TOTAL ESCALATED
Capital Improvement Fund. Carryover for FY22/23 funds budgeted in the prior year.								\$51,500
				Totals:	\$0	\$0	\$50,000	\$0
							\$50,000	\$51,500
Last Revised: 23-00 - In Progress								Total Programmed: \$50,000

TIP ID		CP-10562		IMPLEMENTING AGENCY					Costa Mesa, City of				
Local Project Number: N/A				Project Title									
Additional Project IDs:				Citywide Storm Drain Improvements									
Type of Work: Environmental Cleanup				Project Description									
Type of Work Description: Environmental Cleanup - Other				Eliminate flooding and trap particulate pollutants from entering the storm drain system. Installation of various storm drain pipes ranging from 24" to 105" RCP: concrete and asphalt improvements; watershed modeling and recommendations.									
Limits				FISCAL YEAR		FUND TYPE		ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide				2028		Unfunded/Unknown		\$0	\$0	\$15,000,000	\$0	\$15,000,000	\$17,389,111
Project Notes													
Unfunded: Measure M Turnback, Gas Tax													
						Totals:		\$0	\$0	\$15,000,000	\$0	\$15,000,000	\$17,389,111
Last Revised: 23-00 - In Progress				Total Programmed: \$15,000,000									

TIP ID CP-10565		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Citywide Street Improvement - Annual Program							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Reconstruction of roadway		Project consists of total structural pavement reconstruction of residential and collector streets citywide including damaged curb/gutter. The selection of residential and collector streets for maintenance is determined at the start of each fiscal yea							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide									
Project Notes		2024	Measure M2 Local Fairshare	\$0	\$0	\$2,000,000	\$0	\$2,000,000	\$2,060,000
		2024	General Fund	\$0	\$0	\$900,000	\$0	\$900,000	\$927,000
		2025	Gas Tax	\$0	\$0	\$2,000,000	\$0	\$2,000,000	\$2,121,800
		2025	General Fund	\$0	\$0	\$2,000,000	\$0	\$2,000,000	\$2,121,800
		2025	Measure M2 Local Fairshare	\$0	\$0	\$1,500,000	\$0	\$1,500,000	\$1,591,350
		2026	Gas Tax	\$0	\$0	\$2,250,000	\$0	\$2,250,000	\$2,458,636
		2026	General Fund	\$0	\$0	\$2,250,000	\$0	\$2,250,000	\$2,458,636
		2026	Measure M2 Local Fairshare	\$0	\$0	\$1,500,000	\$0	\$1,500,000	\$1,639,090
		2027	Gas Tax	\$0	\$0	\$2,500,000	\$0	\$2,500,000	\$2,813,772
		2027	Measure M2 Local Fairshare	\$0	\$0	\$1,500,000	\$0	\$1,500,000	\$1,688,263
		2027	General Fund	\$0	\$0	\$2,500,000	\$0	\$2,500,000	\$2,813,772
				Totals:	\$0	\$0	\$20,900,000	\$0	\$20,900,000 \$22,694,119
Last Revised: 23-00 - In Progress		Total Programmed: \$20,900,000							

TIP ID CP-10570		IMPLEMENTING AGENCY Costa Mesa, City of																																																						
Local Project Number: N/A		Project Title																																																						
Additional Project IDs:		Citywide Traffic Signal Improvements																																																						
Type of Work: Traffic Signals		Project Description																																																						
Type of Work Description: Traffic Signals - Replace and upgrade traffic signals and equipment		Citywide traffic signal improvements, replace antiquated cabinets and upgrade other hardware.																																																						
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2026</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$0</td><td>\$250,000</td><td>\$0</td><td>\$250,000</td><td>\$273,182</td></tr><tr><td>2027</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$0</td><td>\$250,000</td><td>\$0</td><td>\$250,000</td><td>\$281,377</td></tr><tr><td>2028</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$0</td><td>\$250,000</td><td>\$0</td><td>\$250,000</td><td>\$289,819</td></tr><tr><td>2029</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$0</td><td>\$250,000</td><td>\$0</td><td>\$250,000</td><td>\$298,513</td></tr><tr><td colspan="2">Totals:</td><td>\$0</td><td>\$0</td><td>\$1,000,000</td><td>\$0</td><td>\$1,000,000</td><td>\$1,142,891</td></tr></table>							FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2026	Unfunded/Unknown	\$0	\$0	\$250,000	\$0	\$250,000	\$273,182	2027	Unfunded/Unknown	\$0	\$0	\$250,000	\$0	\$250,000	\$281,377	2028	Unfunded/Unknown	\$0	\$0	\$250,000	\$0	\$250,000	\$289,819	2029	Unfunded/Unknown	\$0	\$0	\$250,000	\$0	\$250,000	\$298,513	Totals:		\$0	\$0	\$1,000,000	\$0	\$1,000,000	\$1,142,891
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																																																	
2026	Unfunded/Unknown	\$0	\$0	\$250,000	\$0	\$250,000	\$273,182																																																	
2027	Unfunded/Unknown	\$0	\$0	\$250,000	\$0	\$250,000	\$281,377																																																	
2028	Unfunded/Unknown	\$0	\$0	\$250,000	\$0	\$250,000	\$289,819																																																	
2029	Unfunded/Unknown	\$0	\$0	\$250,000	\$0	\$250,000	\$298,513																																																	
Totals:		\$0	\$0	\$1,000,000	\$0	\$1,000,000	\$1,142,891																																																	
Citywide																																																								
Project Notes																																																								
Unfunded: Measure M2 TSSP																																																								
		</																																																						

TIP ID CP-10799		IMPLEMENTING AGENCY Costa Mesa, City of								
Local Project Number: N/A		Project Title								
Additional Project IDs:		Citywide Water Quality Improvements								
Type of Work: Environmental Cleanup		Project Description								
Type of Work Description: Environmental Cleanup - Other		Design, construction and/or installation of Structural Best Management Practices (BMP) required to improve water quality citywide, and meet the National Pollutant Discharge Elimination System (NPDES) permit and County program requirements								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Citywide		2024	General Fund	\$0	\$0	\$30,000	\$0	\$30,000	\$30,900	
Project Notes		2025	General Fund	\$0	\$0	\$30,000	\$0	\$30,000	\$31,827	
				Totals:	\$0	\$0	\$60,000	\$0	\$60,000	\$62,727
Last Revised: 23-00 - In Progress		Total Programmed: \$60,000								

TIP ID CP-10571		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Citywide Wayfinding Signage (Street and Bicycle)							
Type of Work: Safety		Project Description							
Type of Work Description: Safety - Signage installation and/or replacement		Citywide study to identify, design, and install wayfinding signs throughout the city.							
Limits		<div><div>FISCAL YEAR</div><div>FUND TYPE</div><div>ENG</div><div>ROW</div><div>CON/IMP</div><div>O&M</div><div>TOTAL</div><div>TOTAL ESCALATED</div></div>							
Citywide		<div>2024</div> <div>General Fund</div> <div>\$0</div> <div>\$0</div> <div>\$50,000</div> <div>\$0</div> <div>\$50,000</div> <div>\$51,500</div>							
Project Notes									
Unfunded/Unknown: Street and Bicycle, Capital Improvements Funds. General Fund: Capital Improvement Funds, Partial funds were budgeted in prior years.		<div>Totals: \$0</div> <div>\$0</div> <div>\$50,000</div> <div>\$0</div> <div>\$50,000</div> <div>\$51,500</div>							
Last Revised: 23-00 - In Progress		Total Programmed: \$50,000							

TIP ID		CP-10575		IMPLEMENTING AGENCY						Costa Mesa, City of	
Local Project Number: N/A				Project Title							
Additional Project IDs:				Class II, III, and IV Bicycle Projects							
Type of Work: Bikeways				Project Description							
Type of Work Description: Bikeways - New bike route				This project implements new Class II, Class III, and Class IV bicycle facilities throughout the City							
Limits				FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED							
Citywide				2024 Traffic Impact Fees \$0 \$0 \$200,000 \$0 \$200,000 \$206,000							
Project Notes				2025 Unfunded/Unknown \$0 \$0 \$200,000 \$0 \$200,000 \$212,180							
Unfunded/Unknown: City Funds. Funds budgeted in prior years.				2026 Unfunded/Unknown \$0 \$0 \$200,000 \$0 \$200,000 \$218,545							
				2027 Unfunded/Unknown \$0 \$0 \$200,000 \$0 \$200,000 \$225,102							
				2028 Unfunded/Unknown \$0 \$0 \$100,000 \$0 \$100,000 \$115,927							
				2029 Unfunded/Unknown \$0 \$0 \$100,000 \$0 \$100,000 \$119,405							
				Totals: \$0 \$0 \$1,000,000 \$0 \$1,000,000 \$1,097,159							
Last Revised: 23-00 - In Progress				Total Programmed: \$1,000,000							

TIP ID		CP-10579		IMPLEMENTING AGENCY						Costa Mesa, City of									
Local Project Number: N/A				Project Title															
Additional Project IDs:				Costa Mesa ITS Improvements															
Type of Work: Traffic Signals				Project Description															
Type of Work Description: Traffic Signals - Interconnect traffic signals to improve coordination and communications				ITS Improvements along major corridors: Bristol, Fairview, Harbor, Adams, Newport and Victoria. Project includes interagency interties and, CCTV camera installations, changeable message signs. Budget is combination of planning and capital equipment.															
Limits				FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED	
Citywide				2026		Unfunded/Unknown		\$50,000		\$0		\$200,000		\$0		\$250,000		\$268,545	
Project Notes				2027		Unfunded/Unknown		\$50,000		\$0		\$200,000		\$0		\$250,000		\$275,102	
Unfunded: Measure M2 TSSP, General Fund.				2028		Unfunded/Unknown		\$50,000		\$0		\$200,000		\$0		\$250,000		\$281,855	
				2029		Unfunded/Unknown		\$50,000		\$0		\$200,000		\$0		\$250,000		\$288,810	

TIP ID CP-10581		IMPLEMENTING AGENCY Costa Mesa, City of																															
Local Project Number: N/A		Project Title																															
Additional Project IDs:		Del Mar Ave. Street Rehabilitation																															
Type of Work: Road Maintenance		Project Description																															
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Del Mar Ave. from NB Newport Blvd. to Santa Ana Ave. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.																															
Limits		<table><thead><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr></thead><tbody><tr><td>2026</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$0</td><td>\$250,000</td><td>\$0</td><td>\$250,000</td><td>\$273,182</td></tr><tr><td colspan="2"></td><td>Totals: \$0</td><td>\$0</td><td>\$250,000</td><td>\$0</td><td>\$250,000</td><td>\$273,182</td></tr></tbody></table>								FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2026	Unfunded/Unknown	\$0	\$0	\$250,000	\$0	\$250,000	\$273,182			Totals: \$0	\$0	\$250,000	\$0	\$250,000	\$273,182
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																										
2026	Unfunded/Unknown	\$0	\$0	\$250,000	\$0	\$250,000	\$273,182																										
		Totals: \$0	\$0	\$250,000	\$0	\$250,000	\$273,182																										
Project Notes																																	
Unfunded: M2 Fairshare, Gas Tax																																	
Last Revised: 23-00 - In Progress		Total Programmed: \$250,000																															

TIP ID CP-10590		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		East 17th St. & Irvine Ave. Intersection Improvement							
Type of Work: Intersection		Project Description							
Type of Work Description: Intersection - Add right turn lane(s) to intersection		Project constructs right-turn lane on the southbound and eastbound directions, right-turn lanes, bus turnouts, street lighting, and streetscape improvements.							
Limits									
East 17th St. & Irvine Ave									
Project Notes									
Unfunded: Measure M2 RCP, Traffic Impact Fee, General Fund.									
		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
		2029	Unfunded/Unknown	\$100,000	\$200,000	\$500,000	\$0	\$800,000	\$935,836
		<u>Totals:</u> \$100,000 \$200,000 \$500,000 \$0 \$800,000 \$935,836							
Last Revised: 23-00 - In Progress		Total Programmed: \$800,000							

TIP ID		CP-10593		IMPLEMENTING AGENCY						Costa Mesa, City of	
Local Project Number:				Project Title							
Additional Project IDs:				East 17th St. Storm Drain System							
Type of Work:				Project Description							
Safety				Eliminate flooding and trap particulate pollutants from entering the storm drain system. Installation of various storm drain pipes ranging from 24" to 105" RCP; Concrete & asphalt improvements; Watershed modeling & recommendations;							
Type of Work Description:											
Safety - Improve roadway drainage											
Limits											
Tustin Ave. to Irvine Ave.											
Project Notes											
Other: Drainage Fees, Environmental Cleanup											

TIP ID CP-10595		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Eastside Traffic Calming (Cabrillo Street, 18th Street, and 22nd Street)						
Type of Work: Safety		Project Description						
Type of Work Description: Safety - Traffic calming such as bulbout, chokers, speed hump, etc.		Design and construction of traffic calming improvements in the Eastside area including Cabrillo Street, 18th Street, and 22nd Street.						
Limits								
Cabrillo Street, 18th Street, and 22nd Street								
Project Notes								
Unfunded: SRTS, City Funds.								

TIP ID		CP-10600							IMPLEMENTING AGENCY		Costa Mesa, City of	
Local Project Number: N/A		Project Title										
Additional Project IDs:		Fair Dr. Street Rehabilitation										
Type of Work: Road Maintenance		Project Description										
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Fair Dr. from Harbor Blvd. to Newport Blvd. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.										
Limits												
Harbor Blvd. to Newport Blvd.												
Project Notes												
Unfunded: Measure M Turnback, Gas Tax												
		</										

TIP ID CP-10601		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Fairview Channel Trail							
Type of Work: Bikeways		Project Description							
Type of Work Description: Bikeways - New bike route		Project involves construction of pavement of structutral section of Fairview Channel along Placentia Avenue (north of park) to south of park.							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Placentia Ave. north of park to south of park		2029	Unfunded/Unknown	\$100,000	\$0	\$980,000	\$0	\$1,080,000	\$1,270,171
Project Notes									
Unfunded: ATP, BCIP, General Fund									
		Totals: \$100,000 \$0 \$980,000 \$0 \$1,080,000 \$1,270,171							
Last Revised: 23-00 - In Progress		Total Programmed: \$1,080,000							

TIP ID CP-10606		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: 11-CMSA-ICE-3513 (Eng)		Project Title						
Additional Project IDs:		Fairview Rd & Wilson St. Improvements						
Type of Work: Intersection		Project Description						
Type of Work Description: Intersection - Add through lane(s) to intersection		This project adds EB and WB through lanes at Fairview Rd. & Wilson St. intersection and widens Wilson St. to 4 lanes between SR-55 to Fairview Rd. as required by General Plan Circulation Element.						
Limits								
Fairview Rd. and Wilson St								
Project Notes								
Unfunded: Measure M2 RCP, Traffic Impact Fees								

TIP ID		CP-12161		IMPLEMENTING AGENCY					Costa Mesa, City of
Local Project Number:		Project Title							
Additional Project IDs:		Fairview Rd at Belfast Ave New Traffic Signal							
Type of Work:		Traffic Signals		Project Description					
Type of Work Description:		Traffic Signals - Install new traffic signals and equipment		Install new traffic signal at the intersection of Fairview Rd and Belfast Ave					
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Fairview Rd at Belfast Ave	2024	Measure M2 Local Fairshare	\$35,000	\$0	\$165,000	\$0	\$200,000	\$204,950	
Project Notes	2024	Gas Tax	\$0	\$0	\$400,000	\$0	\$400,000	\$412,000	
			Totals:	\$35,000	\$0	\$565,000	\$0	\$600,000	\$616,950
Last Revised: 23-00 - In Progress								Total Programmed: \$600,000	

TIP ID CP-10607		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Fairview Rd. Street Rehabilitation						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Fairview Rd. from Adams Ave. to Fair Dr. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.						
Limits								
Adams Ave. to Fair Dr								
Project Notes								
2024/25: RMRA								

TIP ID CP-10610		IMPLEMENTING AGENCY Costa Mesa, City of																																												
Local Project Number:		Project Title																																												
Additional Project IDs:		Fairview Rd. Street Rehabilitation																																												
Type of Work: Road Maintenance		Project Description																																												
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Fairview Rd. from Fair Dr. to Newport Blvd. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits																																												
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>Fair Dr. to Newport Blvd.</td><td>2024</td><td>Traffic Impact Fees</td><td>\$0</td><td>\$0</td><td>\$250,000</td><td>\$0</td><td>\$250,000</td><td>\$257,500</td></tr><tr><td>Project Notes</td><td>2024</td><td>Federal</td><td>\$0</td><td>\$0</td><td>\$331,116</td><td>\$0</td><td>\$331,116</td><td>\$341,049</td></tr><tr><td>Federal: PMRF</td><td colspan="2"></td><td colspan="2">Totals:</td><td>\$0</td><td>\$0</td><td>\$581,116</td><td>\$0</td><td>\$581,116</td><td>\$598,549</td></tr></table>								FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	Fair Dr. to Newport Blvd.	2024	Traffic Impact Fees	\$0	\$0	\$250,000	\$0	\$250,000	\$257,500	Project Notes	2024	Federal	\$0	\$0	\$331,116	\$0	\$331,116	\$341,049	Federal: PMRF			Totals:		\$0	\$0	\$581,116	\$0	\$581,116	\$598,549
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																																							
Fair Dr. to Newport Blvd.	2024	Traffic Impact Fees	\$0	\$0	\$250,000	\$0	\$250,000	\$257,500																																						
Project Notes	2024	Federal	\$0	\$0	\$331,116	\$0	\$331,116	\$341,049																																						
Federal: PMRF			Totals:		\$0	\$0	\$581,116	\$0	\$581,116	\$598,549																																				
Last Revised: 23-00 - In Progress		Total Programmed: \$581,116																																												

TIP ID CP-10611		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Fairview Rd. Street Rehabilitation						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Fairview Rd. from I-405 to Sunflower Ave. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.						
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED						
I-405 to Sunflower Ave.		2026 Unfunded/Unknown \$87,000 \$0 \$783,000 \$0 \$870,000 \$942,605						
Project Notes								
Unfunded: Measure M Turnback, Gas Tax								
		Totals: \$87,000 \$0 \$783,000 \$0 \$870,000 \$942,605						
Last Revised: 23-00 - In Progress		Total Programmed: \$870,000						

TIP ID		CP-10619		IMPLEMENTING AGENCY							Costa Mesa, City of	
Local Project Number: N/A				Project Title								
Additional Project IDs:				Fairview Road (Fair Dr. to Newport Blvd.) Bicycle Facility Improvement Project								
Type of Work: Bikeways				Project Description								
Type of Work Description: Bikeways - Widening of existing bike route				Construction of a Class IV bicycle facility by eliminating existing travel lanes and pavement rehabilitation.								
Limits												
Fairview Rd between Fair Dr. and Newport Blvd.												
Project Notes												
FY23/24: Pavement Management Relief Funds (PMRF) Unfunded: ATP, BCIP, General Fund, Traffic Impact Fees												

TIP ID		CP-10624	IMPLEMENTING AGENCY							Costa Mesa, City of	
Local Project Number: 16-CMSA-TSP-3790			Project Title								
Additional Project IDs:			Fairview Road Traffic Signal Synchronization								
Type of Work: Traffic Signals			Project Description								
Type of Work Description: Traffic Signals - Coordinate signals within project limits			Review & update of traffic signal coordination along Fairview Rd. in Costa Mesa and Santa Ana. Replace CCTV's at 1 location, new cabinets at 4 locations, installation of video detection at 4 locations, and traffic signal preemption at 13 locations.								
Limits			<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	
Fairview Rd. between SR-55 and Sunflower Ave.			2024	Traffic Signal Sync Program (TSSP)	\$0	\$0	\$0	\$32,640	\$32,640	\$32,640	
Project Notes			2024	Traffic Impact Fees	\$0	\$0	\$0	\$3,586	\$3,586	\$3,586	
M2 TSSP: Measure M2, Traffic Impact Fees			2024	Traffic Impact Fees	\$0	\$0	\$0	\$3,586	\$3,586	\$3,586	
Another Agency: City Santa Ana			2024	Another City	\$0	\$0	\$0	\$4,574	\$4,574	\$4,574	
					<u>Totals:</u>	\$0	\$0	\$0	\$40,800	\$40,800	\$40,800
Last Revised: 23-00 - In Progress											
Total Programmed: \$40,800											

TIP ID CP-12162		IMPLEMENTING AGENCY Costa Mesa, City of																																
Local Project Number:		Project Title																																
Additional Project IDs:		Gisler Ave Class IV Cycle Tracks																																
Type of Work: Bikeways		Project Description																																
Type of Work Description: Bikeways - New bike route		Construction of new class IV cycle track from Gibraltar Ave to Harbor Blvd along Gisler Ave.																																
Limits		<table><thead><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr></thead><tbody><tr><td>2026</td><td>Unfunded/Unknown</td><td>\$50,000</td><td>\$0</td><td>\$150,000</td><td>\$0</td><td>\$200,000</td><td>\$213,909</td></tr><tr><td colspan="2"></td><td>Totals:</td><td>\$50,000</td><td>\$0</td><td>\$150,000</td><td>\$0</td><td>\$200,000</td><td>\$213,909</td></tr></tbody></table>								FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2026	Unfunded/Unknown	\$50,000	\$0	\$150,000	\$0	\$200,000	\$213,909			Totals:	\$50,000	\$0	\$150,000	\$0	\$200,000	\$213,909
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																											
2026	Unfunded/Unknown	\$50,000	\$0	\$150,000	\$0	\$200,000	\$213,909																											
		Totals:	\$50,000	\$0	\$150,000	\$0	\$200,000	\$213,909																										
Gibraltar Ave to Harbor Blvd																																		
Project Notes																																		
Last Revised: 23-00 - In Progress		Total Programmed: \$200,000																																

TIP ID CP-12163		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Gisler Ave Multi-Use Trail							
Type of Work: Pedestrian		Project Description							
Type of Work Description: Pedestrian - Other		Construction of a Class I multi-use path on Gisler Ave from the terminus of the proposed class II facility to Fairview Rd.							
Limits									
Gisler Ave Class II facility to Fairview Rd									
Project Notes									

TIP ID CP-10628		IMPLEMENTING AGENCY Costa Mesa, City of																																
Local Project Number: N/A		Project Title																																
Additional Project IDs:		Gisler Ave. Street Rehabilitation																																
Type of Work: Road Maintenance		Project Description																																
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on two segments of Gisler Ave. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits																																
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2026</td><td>Unfunded/Unknown</td><td>\$45,300</td><td>\$0</td><td>\$407,700</td><td>\$0</td><td>\$453,000</td><td>\$490,805</td></tr><tr><td colspan="2"></td><td>Totals:</td><td>\$45,300</td><td>\$0</td><td>\$407,700</td><td>\$0</td><td>\$453,000</td><td>\$490,805</td></tr></table>								FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2026	Unfunded/Unknown	\$45,300	\$0	\$407,700	\$0	\$453,000	\$490,805			Totals:	\$45,300	\$0	\$407,700	\$0	\$453,000	\$490,805
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																											
2026	Unfunded/Unknown	\$45,300	\$0	\$407,700	\$0	\$453,000	\$490,805																											
		Totals:	\$45,300	\$0	\$407,700	\$0	\$453,000	\$490,805																										
West End of Gisler to Nebraska Pl. and Harbor Blvd. to College Ave.																																		
Project Notes																																		
Unfunded: Measure M Turnback, Gas Tax																																		
Last Revised: 23-00 - In Progress		Total Programmed: \$453,000																																

TIP ID CP-10630		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Gisler Avenue Parkway Improvements							
Type of Work: Aesthetics		Project Description							
Type of Work Description: Aesthetics - Landscaping of roadway		This project consist of removal of existing trees and turf on the north side of Gisler Ave., minor sidewalk, curb, and gutter repairs, new electrical and water service to new drought tolerant landscaping and irrigation							
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED							
California Street to Iowa Street East		2026 Unfunded/Unknown \$0 \$0 \$350,000 \$0 \$350,000 \$382,454							
Project Notes									
Unfunded: Measure M Turnback, Gas Tax									
		Totals: \$0 \$0 \$350,000 \$0 \$350,000 \$382,454							
Last Revised: 23-00 - In Progress		Total Programmed: \$350,000							

TIP ID CP-10631		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Gisler Avenue Street Improvements							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consist of mill and overlay of the existing roadway along Gisler Avenue within the project limits. Some damaged curb/gutter, sidewalk, access ramps, and driveways will be removed and reconstructed.							
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED							
Harbor Blvd. to Nebraska Pl.		2026 Unfunded/Unknown \$14,000 \$0 \$186,000 \$0 \$200,000 \$217,247							
Project Notes									
Unfunded: Measure M Turnback, Gas Tax									
		Totals: \$14,000 \$0 \$186,000 \$0 \$200,000 \$217,247							
Last Revised: 23-00 - In Progress		Total Programmed: \$200,000							

TIP ID CP-10634		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Greenville - Banning Channel Part 1 (Sunflower Ave. to South Coast Dr.)							
Type of Work: Bikeways		Project Description							
Type of Work Description: Bikeways - New bike route		Design and construction of new off-site bicycle facility along Greenville Banning Channel from Sunflower Avenue to South Coast Drive							
Limits									
Sunflower Ave. to South Coast Dr.									
Project Notes									
Unfunded/Unknown: ATP, BCIP, General Fund, Traffic Impact Fee.									

TIP ID		CP-10636	IMPLEMENTING AGENCY							Costa Mesa, City of
Local Project Number: N/A			Project Title							
Additional Project IDs:			Greenville - Banning Channel Part 2 (Santa Ana River Trail to South Coast Drive)							
Type of Work: Bikeways			Project Description							
Type of Work Description: Bikeways - New bike route			The planned off-street facility to be designed and constructed along the Greenville Banning Channel from Santa Ana River Trail to South Coast Drive.							
Limits			FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Santa Ana River Trail to South Coast Drive			2029	Unfunded/Unknown	\$400,000	\$0	\$2,880,000	\$0	\$3,280,000	\$3,838,871
Project Notes										
Unfunded: ATP, BCIP, General Fund, Traffic Impact Fee.										
			Totals:	\$400,000	\$0		\$2,880,000	\$0	\$3,280,000	\$3,838,871
Last Revised: 23-00 - In Progress			Total Programmed: \$3,280,000							

TIP ID		CP-10643								IMPLEMENTING AGENCY		Costa Mesa, City of	
Local Project Number: N/A				Project Title									
Additional Project IDs:				Harbor Blvd & Sunflower Ave Intersection Improvements									
Type of Work: Intersection				Project Description									
Type of Work Description: Intersection - Upgrade traffic signal equipment at intersection				Harbor Blvd At Sunflower Ave Intersection Improvements- adding eastbound and westbound right turn lanes per General Plan.									
Limits													
Harbor Blvd & Sunflower Ave													
Project Notes													
Unfunded: Measure M2 RCP, Traffic Impact Fees													

TIP ID CP-10642		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Harbor Blvd - South Coast Drive Improvements							
Type of Work: Intersection		Project Description							
Type of Work Description: Intersection - Add through and right turn lanes to intersection		Widening of the west leg of the intersection to provide one left-turn lane, one through lane, and two right turn lanes. This will include the modifications to the OCFCD Greenville Banning Channel.							
Limits									
Harbor Blvd. at South Coast Dr.									
Project Notes									
General Fund: Traffic Impact Fees.									
Unfunded/Unknown: Measure M									

TIP ID CP-10644		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Harbor Blvd. & Adams Ave. Intersection Improvement							
Type of Work: Intersection		Project Description							
Type of Work Description: Intersection - Add left turn and right turn lanes to intersection		This project adds northbound left-turn lane and a right-turn lane at this intersection in conformance with General Plan Circulation Element.							
Limits		<div><div>FISCAL YEAR</div><div>FUND TYPE</div><div>ENG</div><div>ROW</div><div>CON/IMP</div><div>O&M</div><div>TOTAL</div><div>TOTAL ESCALATED</div></div>							
Harbor Blvd. & Adams Ave		2029 Developer \$200,000 \$0 \$5,800,000 \$0 \$6,000,000 \$7,125,503							
Project Notes									
Developer: Traffic Impact Fees									
		<div>Totals: \$200,000 \$0 \$5,800,000 \$0 \$6,000,000 \$7,125,503</div>							
Last Revised: 23-00 - In Progress		Total Programmed: \$6,000,000							

TIP ID CP-10646		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Harbor Blvd. & Gisler Ave. Intersection Improvement Phase II						
Type of Work: Intersection		Project Description						
Type of Work Description: Intersection - Add right turn lane(s) to intersection		Add southbound right-turn lane and extend northbound right lane at the intersection per General Plan Circulation Element.						
Limits		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M TOTAL</u>	<u>TOTAL ESCALATED</u>
Harbor Blvd. & Gisler Ave		2029	Unfunded/Unknown	\$500,000	\$2,000,000	\$2,395,000	\$0	\$4,895,000
Project Notes								
Unfunded: M2, Traffic Impact Fees								
		<u>Totals:</u> \$500,000 \$2,000,000 \$2,395,000 \$0 \$4,895,000 \$5,747,860						
Last Revised: 23-00 - In Progress		Total Programmed: \$4,895,000						

TIP ID CP-10647		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Harbor Blvd. Bus Turnouts						
Type of Work: Road Widening		Project Description						
Type of Work Description: Road Widening - Provide turnouts for buses		The project involves construction of bus turnouts on northbound Harbor Blvd. at Adams Ave. and MacArthur Blvd. This improvement is per Santa Ana River Crossing Memorandum of Understanding.						
Limits		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M TOTAL</u>	<u>TOTAL ESCALATED</u>
Northbound Harbor Blvd. at Adams Ave. and at MacArthur Blvd		2029	Unfunded/Unknown	\$66,000	\$0	\$330,000	\$0	\$396,000
Project Notes								
Unfunded: Measure M2 RCP, City Funds								
		<u>Totals:</u> \$66,000 \$0 \$330,000 \$0 \$396,000 \$460,037						
Last Revised: 23-00 - In Progress		Total Programmed: \$396,000						

TIP ID CP-10651		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Harbor Blvd. Street Rehabilitation						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Harbor Blvd. from South Coast Dr. to MacArthur Blvd. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.						
Limits		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M TOTAL</u>	<u>TOTAL ESCALATED</u>
South Coast Dr. to MacArthur Blvd		2027	Unfunded/Unknown	\$82,000	\$0	\$828,000	\$0	\$910,000
Project Notes								
Unfunded: Measure M Turnback, Gas Tax								
		<u>Totals:</u> \$82,000 \$0 \$828,000 \$0 \$910,000 \$1,013,921						
Last Revised: 23-00 - In Progress		Total Programmed: \$910,000						

TIP ID CP-10652		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Harbor Blvd. Street Rehabilitation						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Harbor Blvd. from Wilson St. to Baker St. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.						
Limits		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M TOTAL</u>	<u>TOTAL ESCALATED</u>
Wilson St. to Baker St		2027	Unfunded/Unknown	\$225,000	\$0	\$2,025,000	\$0	\$2,250,000
Project Notes								
Unfunded: Measure M Turnback, Gas Tax								
		<u>Totals:</u> \$225,000 \$0 \$2,025,000 \$0 \$2,250,000 \$2,504,155						
Last Revised: 23-00 - In Progress		Total Programmed: \$2,250,000						

TIP ID CP-10654		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Hyland Ave. & I-405 NB Ramp at South Coast Dr							
Type of Work: Intersection		Project Description							
Type of Work Description: Intersection - Add right turn lane(s) to intersection		The project includes addition of westbound right turn lane from South Coast Dr. to northbound Hyland Ave. and associated traffic signal and striping modifications							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Hyland Ave. & I-405 NB Ramp at South Coast Dr.		2029	Unfunded/Unknown	\$50,000	\$100,000	\$713,000	\$0	\$863,000	\$1,020,764
Project Notes									
Unfunded: Measure M2 RCP, AB2766, Traffic Impact Fees									
		Totals: \$50,000 \$100,000 \$713,000 \$0 \$863,000 \$1,020,764							
Last Revised: 23-00 - In Progress		Total Programmed: \$863,000							

TIP ID CP-11419		IMPLEMENTING AGENCY Costa Mesa, City of																																						
Local Project Number:		Project Title																																						
Additional Project IDs:		Mesa Del Mar Multi-Modal Access and Circulation Improvements																																						
Type of Work: Transportation Planning		Project Description																																						
Type of Work Description: Transportation Planning - Other		Study, design, and implementation of various multi modal circulation improvements in the Mission-Valencia area.																																						
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2025</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$0</td><td>\$500,000</td><td>\$0</td><td>\$500,000</td><td>\$530,450</td></tr><tr><td>2026</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$0</td><td>\$250,000</td><td>\$0</td><td>\$250,000</td><td>\$273,182</td></tr><tr><td colspan="2"></td><td>Totals:</td><td>\$0</td><td>\$0</td><td>\$750,000</td><td>\$0</td><td>\$750,000 \$803,632</td></tr></table>							FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2025	Unfunded/Unknown	\$0	\$0	\$500,000	\$0	\$500,000	\$530,450	2026	Unfunded/Unknown	\$0	\$0	\$250,000	\$0	\$250,000	\$273,182			Totals:	\$0	\$0	\$750,000	\$0	\$750,000 \$803,632
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																																	
2025	Unfunded/Unknown	\$0	\$0	\$500,000	\$0	\$500,000	\$530,450																																	
2026	Unfunded/Unknown	\$0	\$0	\$250,000	\$0	\$250,000	\$273,182																																	
		Totals:	\$0	\$0	\$750,000	\$0	\$750,000 \$803,632																																	
Project Notes																																								
This construction is unfunded. Some funds budgeted in prior years.																																								
Last Revised: 23-00 - In Progress		Total Programmed: \$750,000																																						

TIP ID CP-10667		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Mesa Dr. Street Rehabilitation						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Mesa Dr. from Newport Blvd. to Santa Ana Ave. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.						
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED						
Newport Blvd. to Santa Ana Ave.		2026 Unfunded/Unknown \$31,400 \$0 \$282,600 \$0 \$314,000 \$340,205						
Project Notes								
Unfunded: Measure M Turnback, Gas Tax								
		Totals: \$31,400 \$0 \$282,600 \$0 \$314,000 \$340,205						
Last Revised: 23-00 - In Progress		Total Programmed: \$314,000						

TIP ID CP-11606		IMPLEMENTING AGENCY Costa Mesa, City of																						
Local Project Number:		Project Title																						
Additional Project IDs:		Mesa Drive and Santa Ana Avenue Bicycle Facility Improvements																						
Type of Work: Bikeways		Project Description																						
Type of Work Description: Bikeways - New bike route		Design and construct a off street class I bicycle facility/multi-use path along north side of Mesa Dr. and a class II or IV bicycle lane or cycletrack on the west side of Santa Ana Ave. adjacent to the golf course.																						
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2026</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$0</td><td>\$1,200,000</td><td>\$0</td><td>\$1,200,000</td><td>\$1,311,272</td></tr></table>							FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2026	Unfunded/Unknown	\$0	\$0	\$1,200,000	\$0	\$1,200,000	\$1,311,272
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																	
2026	Unfunded/Unknown	\$0	\$0	\$1,200,000	\$0	\$1,200,000	\$1,311,272																	
Project Notes																								
Unfunded: ATP, BCIP, General Fund. Some funds were budgeted in prior years.		<table><tr><td>Totals:</td><td>\$0</td><td>\$0</td><td>\$1,200,000</td><td>\$0</td><td>\$1,200,000</td><td>\$1,311,272</td></tr></table>							Totals:	\$0	\$0	\$1,200,000	\$0	\$1,200,000	\$1,311,272									
Totals:	\$0	\$0	\$1,200,000	\$0	\$1,200,000	\$1,311,272																		
Last Revised: 23-00 - In Progress		Total Programmed: \$1,200,000																						

TIP ID CP-10668		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Mesa Verde Dr. Street Rehabilitation							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Mesa Verde Dr. from Adams Ave. (E) to Harbor Blvd.. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits							
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED							
Adams Ave. (E) to Harbor Blvd		2026 Unfunded/Unknown \$47,600 \$0 \$428,400 \$0 \$476,000 \$515,724							
Project Notes									
Unfunded: M2 Fairshare, Gas Tax									
		Totals: \$47,600 \$0 \$428,400 \$0 \$476,000 \$515,724							
Last Revised: 23-00 - In Progress		Total Programmed: \$476,000							

TIP ID CP-10670		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Mesa Verde Drive E. (Adams Ave. to Harbor Blvd. and Peterson Pl.) Bicycle Facility Improvements							
Type of Work: Bikeways		Project Description							
Type of Work Description: Bikeways - Reconstruction/rehabilitation of existing bike route		Improve bicycle facility on Mesa Verde Dr. E. between Adams Ave. and Harbor Blvd. and Peterson Pl. by improving signage, markings, and restriping of travel lanes.							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Mesa Verde Drive E. bet Adams Ave. and Harbor Blvd.		2025	Unfunded/Unknown	\$0	\$0	\$225,000	\$0	\$225,000	\$238,702
Project Notes									
Unfunded: ATP, BCIP, General Fund, Traffic Impact Fee		Totals: \$0	\$0	\$225,000	\$0	\$225,000	\$238,702		
Last Revised: 23-00 - In Progress		Total Programmed: \$225,000							

TIP ID		CP-10675		IMPLEMENTING AGENCY						Costa Mesa, City of	
Local Project Number: N/A				Project Title							
Additional Project IDs:				New Sidewalk/Missing Link Program							
Type of Work: Pedestrian				Project Description							
Type of Work Description: Pedestrian - New sidewalk				New sidewalks will be constructed in the highest priority areas such as around schools, hospitals, convalescent homes, public facilities, bus routes, and arterial highways.							
Limits				<div><div>FISCAL YEAR</div><div>FUND TYPE</div><div>ENG</div><div>ROW</div><div>CON/IMP</div><div>O&M</div><div>TOTAL</div><div>TOTAL ESCALATED</div></div>							
Citywide				<div><div>2024</div><div>Gas Tax</div><div>\$0</div><div>\$0</div><div>\$100,000</div><div>\$0</div><div>\$100,000</div><div>\$103,000</div></div>							
Project Notes				<div><div>2025</div><div>Gas Tax</div><div>\$0</div><div>\$0</div><div>\$100,000</div><div>\$0</div><div>\$100,000</div><div>\$106,090</div></div>							
				<div><div>2026</div><div>Gas Tax</div><div>\$0</div><div>\$0</div><div>\$100,000</div><div>\$0</div><div>\$100,000</div><div>\$109,273</div></div>							
				<div><div>2027</div><div>Gas Tax</div><div>\$0</div><div>\$0</div><div>\$100,000</div><div>\$0</div><div>\$100,000</div><div>\$112,551</div></div>							
				<div><div>Totals:</div><div>\$0</div><div>\$0</div><div>\$400,000</div><div>\$0</div><div>\$400,000</div><div>\$430,914</div></div>							
Last Revised: 23-00 - In Progress				Total Programmed: \$400,000							

TIP ID CP-10677		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Newport Blvd. / 17th St. Intersection Improvements							
Type of Work: Intersection		Project Description							
Type of Work Description: Intersection - Add right turn lane(s) to intersection		Add northbound right turn lane							
Limits		<div><div>FISCAL YEAR</div><div>FUND TYPE</div><div>ENG</div><div>ROW</div><div>CON/IMP</div><div>O&M</div><div>TOTAL</div><div>TOTAL ESCALATED</div></div>							
Newport Blvd. / 17th St.		2025	Unfunded/Unknown	\$50,000	\$0	\$0	\$0	\$50,000	\$50,000
Project Notes		2026	Unfunded/Unknown	\$0	\$0	\$450,000	\$0	\$450,000	\$491,727
Unfunded: Measure M2, Traffic Impact Fees									
		Totals: \$50,000 \$0 \$450,000 \$0 \$500,000 \$541,727							
Last Revised: 23-00 - In Progress		Total Programmed: \$500,000							

TIP ID		CP-11408		IMPLEMENTING AGENCY				Costa Mesa, City of											
Local Project Number:		Project Title																	
Additional Project IDs:		Newport Blvd. Frontage Road																	
Type of Work:		Road Maintenance		Project Description															
Type of Work Description:		Road Maintenance - Rehabilitation of roadway		Rehabilitation of Roadway															
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
19th Street to Bristol Street		2024		Local Streets and Roads apportionments		\$432,797		\$0		\$4,842,023		\$0		\$5,274,820		\$5,420,081			
Project Notes																			
Other: RMRA																			
						Totals:		\$432,797		\$0		\$4,842,023		\$0		\$5,274,820		\$5,420,081	
Last Revised: 23-00 - In Progress																		Total Programmed: \$5,274,820	

TIP ID		CP-10679		IMPLEMENTING AGENCY				Costa Mesa, City of											
Local Project Number: N/A		Project Title																	
Additional Project IDs:		Newport Blvd. Landscaping Project																	
Type of Work: Aesthetics		Project Description																	
Type of Work Description: Aesthetics - Landscaping of roadway		The project includes installing landscape improvements along Newport Boulevard Frontage Rd. between Bristol St. and 19th St.																	
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
Newport Blvd. from 19th St. to Bristol Street		2027		Unfunded/Unknown		\$0		\$0		\$1,100,000		\$0		\$1,100,000		\$1,238,060			
Project Notes																			
Unfunded: Federal/ State Grants																			
						Totals:		\$0		\$0		\$1,100,000		\$0		\$1,100,000		\$1,238,060	
Last Revised: 23-00 - In Progress																		Total Programmed: \$1,100,000	

TIP ID CP-10684		IMPLEMENTING AGENCY Costa Mesa, City of																																							
Local Project Number: N/A		Project Title																																							
Additional Project IDs:		Newport Blvd. NB Frontage Rd. & Del Mar Ave.																																							
Type of Work: Intersection		Project Description																																							
Type of Work Description: Intersection - Add right turn lane(s) to intersection		The project involves widening the westbound approach to provide for one right-turn lane, one optional through and right-turn lane and two through lanes.																																							
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2029</td><td>Traffic Impact Fees</td><td>\$6,710</td><td>\$0</td><td>\$19,690</td><td>\$0</td><td>\$26,400</td><td>\$30,221</td></tr><tr><td>2029</td><td>Unfunded/Unknown</td><td>\$26,840</td><td>\$0</td><td>\$78,760</td><td>\$0</td><td>\$105,600</td><td>\$120,884</td></tr><tr><td colspan="2"></td><td>Totals:</td><td>\$33,550</td><td>\$0</td><td>\$98,450</td><td>\$0</td><td>\$132,000</td><td>\$151,105</td></tr></table>							FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2029	Traffic Impact Fees	\$6,710	\$0	\$19,690	\$0	\$26,400	\$30,221	2029	Unfunded/Unknown	\$26,840	\$0	\$78,760	\$0	\$105,600	\$120,884			Totals:	\$33,550	\$0	\$98,450	\$0	\$132,000	\$151,105
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																																		
2029	Traffic Impact Fees	\$6,710	\$0	\$19,690	\$0	\$26,400	\$30,221																																		
2029	Unfunded/Unknown	\$26,840	\$0	\$78,760	\$0	\$105,600	\$120,884																																		
		Totals:	\$33,550	\$0	\$98,450	\$0	\$132,000	\$151,105																																	
Newport Blvd. NB Frontage Rd. and Del Mar Ave																																									
Project Notes																																									
Unfunded: Measure M2 RCP																																									
Last Revised: 23-00 - In Progress		Total Programmed: \$132,000																																							

TIP ID CP-10685		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Newport Blvd. Northbound/ 22nd St.							
Type of Work: Intersection		Project Description							
Type of Work Description: Intersection - Add through and right turn lanes to intersection		Add westbound through/right and convert northbound through to through /right							
Limits		<u>FISCAL YEAR</u> <u>FUND TYPE</u> <u>ENG</u> <u>ROW</u> <u>CON/IMP</u> <u>O&M</u> <u>TOTAL</u> <u>TOTAL ESCALATED</u>							
Newport Blvd. / 22nd St		2029	Unfunded/Unknown	\$0	\$0	\$15,000	\$0	\$15,000	\$17,911
Project Notes									
Unfunded: General Fund, Measure M2									
		<u>Totals:</u>		\$0	\$0	\$15,000	\$0	\$15,000	\$17,911
Last Revised: 23-00 - In Progress		Total Programmed: \$15,000							

TIP ID		CP-10792							IMPLEMENTING AGENCY		Costa Mesa, City of																																	
Local Project Number: N/A		Project Title																																										
Additional Project IDs:		Newport Blvd. SB Frontage Rd. & Fair Dr																																										
Type of Work: Intersection		Project Description																																										
Type of Work Description: Intersection - Add right turn lane(s) to intersection		The project adds a second right-turn lane at the above intersection.																																										
Limits		<table><thead><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr></thead><tbody><tr><td>2029</td><td>Other</td><td>\$13,750</td><td>\$5,610</td><td>\$133,540</td><td>\$0</td><td>\$152,900</td><td>\$179,903</td></tr><tr><td>2029</td><td>Unfunded/Unknown</td><td>\$55,000</td><td>\$22,440</td><td>\$569,660</td><td>\$0</td><td>\$647,100</td><td>\$761,999</td></tr><tr><td colspan="2"></td><td>Totals:</td><td>\$68,750</td><td>\$28,050</td><td>\$703,200</td><td>\$0</td><td>\$800,000</td><td>\$941,902</td></tr></tbody></table>										FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2029	Other	\$13,750	\$5,610	\$133,540	\$0	\$152,900	\$179,903	2029	Unfunded/Unknown	\$55,000	\$22,440	\$569,660	\$0	\$647,100	\$761,999			Totals:	\$68,750	\$28,050	\$703,200	\$0	\$800,000	\$941,902
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																																					
2029	Other	\$13,750	\$5,610	\$133,540	\$0	\$152,900	\$179,903																																					
2029	Unfunded/Unknown	\$55,000	\$22,440	\$569,660	\$0	\$647,100	\$761,999																																					
		Totals:	\$68,750	\$28,050	\$703,200	\$0	\$800,000	\$941,902																																				
Project Notes																																												
Other: Fairgrounds Mitigation, AB2766. Unfunded: Measure M2 RCP																																												
Last Revised: 23-00 - In Progress		Total Programmed: \$800,000																																										

TIP ID CP-10795		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Newport Boulevard Southbound (Bristol Street to Arlington Drive) Class I Bicycle Facility						
Type of Work: Bikeways		Project Description						
Type of Work Description: Bikeways - New bike route		Design and construction of a Class I bicycle facility from Bristol Street to Arlington Drive.						
Limits		<div>FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED</div>						
Bristol Street to Arlington Drive		2028 Unfunded/Unknown \$0 \$0 \$370,000 \$0 \$370,000 \$428,931						
Project Notes								
Unfunded: ATP, BCIP, General Fund								
		<div>Totals: \$0 \$0 \$370,000 \$0 \$370,000 \$428,931</div>						
Last Revised: 23-00 - In Progress		Total Programmed: \$370,000						

TIP ID CP-10796		IMPLEMENTING AGENCY Costa Mesa, City of																						
Local Project Number: N/A		Project Title																						
Additional Project IDs:		Newport SB Frontage Rd. Rehabilitation																						
Type of Work: Road Maintenance		Project Description																						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project involves reconstruction of pavement structural section on Newport Blvd. SB Frontage Rd. from 16th St. to Industrial. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the project limi																						
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2027</td><td>Unfunded/Unknown</td><td>\$14,000</td><td>\$0</td><td>\$126,000</td><td>\$0</td><td>\$140,000</td><td>\$155,814</td></tr></table>							FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2027	Unfunded/Unknown	\$14,000	\$0	\$126,000	\$0	\$140,000	\$155,814
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																	
2027	Unfunded/Unknown	\$14,000	\$0	\$126,000	\$0	\$140,000	\$155,814																	
Project Notes																								
Unfunded: M2 Fairshare, Gas Tax																								
		<table><tr><td colspan="2">Totals:</td><td>\$14,000</td><td>\$0</td><td>\$126,000</td><td>\$0</td><td>\$140,000</td><td>\$155,814</td></tr></table>							Totals:		\$14,000	\$0	\$126,000	\$0	\$140,000	\$155,814								
Totals:		\$14,000	\$0	\$126,000	\$0	\$140,000	\$155,814																	
Last Revised: 23-00 - In Progress		Total Programmed: \$140,000																						

TIP ID CP-10801		IMPLEMENTING AGENCY Costa Mesa, City of																						
Local Project Number: N/A		Project Title																						
Additional Project IDs:		Orange Ave. Street Rehabilitation																						
Type of Work: Road Maintenance		Project Description																						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Orange Ave. from 22nd St. to 23rd St. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.																						
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2027</td><td>Unfunded/Unknown</td><td>\$73,359</td><td>\$0</td><td>\$660,231</td><td>\$0</td><td>\$733,590</td><td>\$816,455</td></tr></table>							FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2027	Unfunded/Unknown	\$73,359	\$0	\$660,231	\$0	\$733,590	\$816,455
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																	
2027	Unfunded/Unknown	\$73,359	\$0	\$660,231	\$0	\$733,590	\$816,455																	
Project Notes																								
Unfunded: M2 Fairshare, Gas Tax																								
		<table><tr><td>Totals:</td><td>\$73,359</td><td>\$0</td><td>\$660,231</td><td>\$0</td><td>\$733,590</td><td>\$816,455</td></tr></table>							Totals:	\$73,359	\$0	\$660,231	\$0	\$733,590	\$816,455									
Totals:	\$73,359	\$0	\$660,231	\$0	\$733,590	\$816,455																		
Last Revised: 23-00 - In Progress		Total Programmed: \$733,590																						

TIP ID		CP-10804		IMPLEMENTING AGENCY							Costa Mesa, City of	
Local Project Number:				Project Title								
Additional Project IDs:				Orange Coast College West Bicycle Trail								
Type of Work: Bikeways				Project Description								
Type of Work Description: Bikeways - New bike route				Design and construction of a Class I bicycle facility on an alley in Orange Coast College area to provide bicycle connectivity.								
Limits												
Between Adams Avenue to Merrimac Way												
Project Notes												
Unfunded: ATP, BCIP, General Fund												

TIP ID		CP-10805	IMPLEMENTING AGENCY						Costa Mesa, City of
Local Project Number: N/A			Project Title						
Additional Project IDs:			Parkway Improvement Program						
Type of Work: Pedestrian			Project Description						
Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk			Remove and replace damaged curb, gutter, sidewalks, perform necessary parkway repairs, and construct ADA accessibility ramps.						
Limits			<u>FISCAL</u>						<u>TOTAL</u>
Citywide			<u>YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>ESCALATED</u>
Project Notes		2024		Measure M2 Local Fairshare	\$0	\$0	\$175,000	\$0	\$175,000
		2025		Measure M2 Local Fairshare	\$0	\$0	\$175,000	\$0	\$175,000
		2025		General Fund	\$0	\$0	\$100,000	\$0	\$100,000
		2025		Gas Tax	\$0	\$0	\$175,000	\$0	\$175,000
		2026		Measure M2 Local Fairshare	\$0	\$0	\$175,000	\$0	\$175,000
		2026		Gas Tax	\$0	\$0	\$175,000	\$0	\$175,000
		2026		General Fund	\$0	\$0	\$100,000	\$0	\$100,000
		2027		Measure M2 Local Fairshare	\$0	\$0	\$175,000	\$0	\$175,000
		2027		Gas Tax	\$0	\$0	\$175,000	\$0	\$175,000
		2027		General Fund	\$0	\$0	\$100,000	\$0	\$100,000
		2028		Measure M2 Local Fairshare	\$0	\$0	\$175,000	\$0	\$175,000
		2028		General Fund	\$0	\$0	\$100,000	\$0	\$100,000
		2028		Gas Tax	\$0	\$0	\$175,000	\$0	\$175,000
		2029		Measure M2 Local Fairshare	\$0	\$0	\$175,000	\$0	\$175,000
		2029		General Fund	\$0	\$0	\$100,000	\$0	\$100,000
	2029		Gas Tax	\$0	\$0	\$175,000	\$0	\$175,000	
					Totals:	\$0	\$0	\$2,425,000	\$0
								\$2,425,000	\$2,714,858
Last Revised: 23-00 - In Progress					Total Programmed: \$2,425,000				

TIP ID CP-10810		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Paularino Ave. Rehabilitation							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project involves reconstruction of pavement structural section on Paularino Ave. from Bear St. to Bristol St. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the project limits.							
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED							
Bear St. to Bristol St.		2027 Unfunded/Unknown \$25,800 \$0 \$232,200 \$0 \$258,000 \$287,143							
Project Notes									
Unfunded: Measure M Turnback, Gas Tax									
		Totals: \$25,800 \$0 \$232,200 \$0 \$258,000 \$287,143							
Last Revised: 23-00 - In Progress		Total Programmed: \$258,000							

TIP ID		CP-10812		IMPLEMENTING AGENCY					Costa Mesa, City of		
Local Project Number: N/A				Project Title							
Additional Project IDs:				Paularino Channel Multipurpose Trail							
Type of Work: Bikeways				Project Description							
Type of Work Description: Bikeways - New bike route				Project adds a multipurpose trail along the Paularino Channel over the existing maintenance road.							
Limits				FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Paularino Channel between Fairview Rd. and Bristol St.				2029	Unfunded/Unknown	\$500,000	\$0	\$4,000,000	\$0	\$4,500,000	\$5,276,209
Project Notes											
Unfunded: ATP, BCIP, General Fund											
				Totals:	\$500,000	\$0		\$4,000,000	\$0	\$4,500,000	\$5,276,209
Last Revised: 23-00 - In Progress				Total Programmed: \$4,500,000							

TIP ID CP-11416		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Placentia Av./20th St. HAWK Signal							
Type of Work: Pedestrian		Project Description							
Type of Work Description: Pedestrian - Other		Design and construction of HAWK signal at the intersection of Placentia/20th Ave.							
Limits		<u>FISCAL YEAR</u> <u>FUND TYPE</u> <u>ENG</u> <u>ROW</u> <u>CON/IMP</u> <u>O&M</u> <u>TOTAL</u> <u>TOTAL ESCALATED</u>							
Placentia Ave. at 20th St.		2026 Unfunded/Unknown \$0 \$0 \$175,000 \$0 \$175,000 \$191,227							
Project Notes									
Unfunded/Unknown: City General Funds, Traffic Impact Fees		<u>Totals:</u> \$0 \$0 \$175,000 \$0 \$175,000 \$191,227							
Last Revised: 23-00 - In Progress		Total Programmed: \$175,000							

TIP ID		CP-12164		IMPLEMENTING AGENCY					Costa Mesa, City of									
Local Project Number:		Project Title																
Additional Project IDs:		Placentia Ave Multi-Use Path																
Type of Work:		Pedestrian		Project Description														
Type of Work Description:		Pedestrian - Other		Construction of a class I multi-use path along Placentia Ave														
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED		
Joann trail to Estancia High School, along Placentia Ave		2026		Unfunded/Unknown		\$50,000		\$0		\$150,000		\$0		\$200,000		\$213,909		
Project Notes																		
						Totals:		\$50,000		\$0		\$150,000		\$0		\$200,000 \$213,909		
Last Revised: 23-00 - In Progress																	Total Programmed: \$200,000	

TIP ID CP-10813		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Placentia Ave. & 19th St. SB Right Turn Lane							
Type of Work: Intersection		Project Description							
Type of Work Description: Intersection - Add right turn lane(s) to intersection		The project includes adding a southbound right-turn lane at the intersection.							
Limits		<div><div>FISCAL YEAR</div><div>FUND TYPE</div><div>ENG</div><div>ROW</div><div>CON/IMP</div><div>O&M</div><div>TOTAL</div><div>TOTAL ESCALATED</div></div>							
Placentia Ave. & 19th St.		2029	Traffic Impact Fees	\$0	\$12,000	\$65,200	\$0	\$77,200	\$92,181
Project Notes		2029	Unfunded/Unknown	\$0	\$48,000	\$260,800	\$0	\$308,800	\$368,724
Unfunded: Measure M2 RCP									
		<div>Totals: \$0 \$60,000 \$326,000 \$0 \$386,000 \$460,905</div>							
Last Revised: 23-00 - In Progress		Total Programmed: \$386,000							

TIP ID		CP-11634		IMPLEMENTING AGENCY					Costa Mesa, City of										
Local Project Number: 20-CMSA-ECP-3980				Project Title															
Additional Project IDs:				Placentia Avenue Storm Drain Quality Improvement															
Type of Work: Environmental Cleanup				Project Description															
Type of Work Description: Environmental Cleanup - Detention/Infiltration basins				Storm water filtration system to be installed along Placentia Ave. between Joann St. and Estancia N.															
Limits				FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED	
Joann St. to Estancia N.				2024		Environmental Cleanup Program (ECP) - Tier 1		\$0		\$0		\$500,000		\$0		\$500,000		\$515,000	
Project Notes				2024		General Fund		\$150,000		\$0		\$0		\$0		\$150,000		\$150,000	
General Fund: Drainage Fees																			
								Totals:		\$150,000		\$0		\$500,000		\$0		\$650,000	
Last Revised: 23-00 - In Progress																		Total Programmed: \$650,000	

TIP ID		CP-10816		IMPLEMENTING AGENCY						Costa Mesa, City of									
Local Project Number: N/A				Project Title															
Additional Project IDs:				Pomona Ave. Reconstruction															
Type of Work: Road Maintenance				Project Description															
Type of Work Description: Road Maintenance - Rehabilitation of roadway				This project involves reconstruction of pavement structural section on Pomona Ave. from 19th St. to 16th St. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the project limits															
Limits				FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED	
19th Street to 16th Street				2027		Unfunded/Unknown		\$0		\$0		\$585,000		\$0		\$585,000		\$658,423	
Project Notes																			
Unfunded/Unknown: Gas Tax																			
				Totals:		\$0		\$0		\$585,000		\$0		\$585,000		\$658,423			
Last Revised: 23-00 - In Progress				Total Programmed: \$585,000															

TIP ID CP-10818		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Pomona Avenue Improvement Project							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of mill and overlay of the existing roadway along Pomona Ave. within the project limits. Some damaged curb/gutter, sidewalk, access ramps, and driveways will be removed and reconstructed.							
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED							
Victoria St. to 19th St.		2027 Unfunded/Unknown \$84,500 \$0 \$760,500 \$0 \$845,000 \$940,449							
Project Notes									
Unfunded: Measure M Turnback, Gas Tax									
		Totals: \$84,500 \$0 \$760,500 \$0 \$845,000 \$940,449							
Last Revised: 23-00 - In Progress		Total Programmed: \$845,000							

TIP ID		CP-10820		IMPLEMENTING AGENCY						Costa Mesa, City of	
Local Project Number: N/A				Project Title							
Additional Project IDs:				Priority Sidewalk Repair							
Type of Work: Pedestrian				Project Description							
Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk				Remove and replace damaged curb, gutter, sidewalks, perform necessary parkway repairs, and construct ADA accessibility ramps.							
Limits				FISCAL YEAR							
Citywide				FUND TYPE							
Project Notes				ENG							
				ROW							
				CON/IMP							
				O&M							
				TOTAL							
				TOTAL ESCALATED							
2024				Gas Tax							
2025				\$0							
2026				\$0							
2027				\$0							
				\$50,000							
				\$0							
				\$50,000							
				\$0							
				\$50,000							
				\$51,500							
				\$53,045							
				\$54,636							
				\$56,275							
				Totals: \$0							
				\$0							
				\$200,000							
				\$0							
				\$200,000							
				\$215,456							

TIP ID		CP-11417		IMPLEMENTING AGENCY						Costa Mesa, City of	
Local Project Number: 19-CMSA-STS-3929				Project Title							
Additional Project IDs: CP--3532				Project W - Transit Stop Improvements							
Type of Work: Bus Stops				Project Description							
Type of Work Description: Bus Stops - Relocation or refurbishing of bus benches or shelters				This project will construct improvements at three bus stops: Stop 1173 – Northbound Fairview Road at Arlington Drive; Stop 1293 – Northbound Placentia Avenue south of 19th Street; and Stop 1196 – Northbound Harbor Boulevard north of Wilson Street.							
Limits				<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
Fairview Rd at Arlington Dr, Placentia Ave at 19th St, and Harbor Blvd at Wilson St				2024	PROJECT W - Safe Transit Stops	\$0	\$0	\$74,500	\$0	\$74,500	\$76,735
Project Notes											
						<u>Totals:</u>	\$0	\$0	\$74,500	\$0	\$74,500 \$76,735
Last Revised: 23-00 - In Progress											
Total Programmed: \$74,500											

TIP ID		CP-10829		IMPLEMENTING AGENCY					Costa Mesa, City of		
Local Project Number: 19-OCTA-TSP-3939				Project Title							
Additional Project IDs:				Red Hill Avenue Traffic Signal Synchronization Project							
Type of Work: Traffic Signals				Project Description							
Type of Work Description: Traffic Signals - Coordinate signals within project limits				Review and pdate of traffic signal coordination along Red Hill Avenue in Costa Mesa, Irvine, &Tustin. Update controllers, conduit, fiber optic communication & interconnect. Upgrade includes 3 new controllers, 4 new GPS-EVP, 2 new video detection syst							
Limits											
Red Hill Avenue from CL to CL											
Project Notes											
Match 20% (TSSP requirement): Total Cost of Project (Construction and O&M) = \$330,400.00 O&M = \$11,200 including TSSP+Match											

TIP ID		CP-10845		IMPLEMENTING AGENCY					Costa Mesa, City of												
Local Project Number: N/A				Project Title																	
Additional Project IDs:				SR-55 NB & Baker St. Intersection Improvements																	
Type of Work: Intersection				Project Description																	
Type of Work Description: Intersection - Add left turn lane(s) to intersection				Project adds left-turn lanes on northbound and eastbound approaches in accordance with General Plan Circulation Element.																	
Limits				FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
NB SR-55 & Baker St. Intersection				2029		Unfunded/Unknown		\$100,000		\$0		\$1,270,000		\$0		\$1,370,000		\$1,616,446			
Project Notes																					
Unfunded: Measure M2 RCP, Traffic Impact Fees																					
				Totals:		\$100,000		\$0		\$1,270,000		\$0		\$1,370,000		\$1,616,446					
Last Revised: 23-00 - In Progress																				Total Programmed: \$1,370,000	

TIP ID		CP-10847		IMPLEMENTING AGENCY						Costa Mesa, City of	
Local Project Number: N/A				Project Title							
Additional Project IDs:				SR-55 NB & Paularino Ave. Intersection Improvements							
Type of Work: Intersection				Project Description							
Type of Work Description: Intersection - Add right turn lane(s) to intersection				This project adds a westbound right-turn lane in accordance with General Plan Circulation Element.							
Limits											
SR-55 NB/Paularino Ave. Intersection											
Project Notes											
Unfunded: Measure M2 RCP, Traffic Impact Fees											

TIP ID		CP-10848		IMPLEMENTING AGENCY					Costa Mesa, City of										
Local Project Number: N/A		Project Title																	
Additional Project IDs:		SR-55 SB & Baker St. Intersection Improvement																	
Type of Work: Intersection		Project Description																	
Type of Work Description: Intersection - Add through and right turn lanes to intersection		This project adds a southbound free-flow right-turn lane and converts westbound through to optional through+right turn lane in accordance with General Plan Circulation Element.																	
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
SB SR-55 & Baker St. Intersection		2029		Unfunded/Unknown		\$75,000		\$0		\$550,350		\$0		\$625,350		\$732,147			
Project Notes																			
Unfunded/Unknown: Measure M2 RCP, Traffic Impact Fees						Totals:		\$75,000		\$0		\$550,350		\$0		\$625,350		\$732,147	
Last Revised: 23-00 - In Progress														Total Programmed: \$625,350					

TIP ID CP-10850		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		SR-55 SB & Paularino Ave. Intersection Improvements						
Type of Work: Intersection		Project Description						
Type of Work Description: Intersection - Add right turn lane(s) to intersection		This project adds a southbound right-turn lane in accordance with General Plan Circulation Element.						
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED						
SB SR-55 & Paularino Ave. Intersection		2029 Unfunded/Unknown \$75,000 \$0 \$338,730 \$0 \$413,730 \$479,461						
Project Notes								
Unfunded: Measure M2 RCP, Traffic Impact Fees		Totals: \$75,000 \$0 \$338,730 \$0 \$413,730 \$479,461						
Last Revised: 23-00 - In Progress		Total Programmed: \$413,730						

TIP ID		CP-12165		IMPLEMENTING AGENCY					Costa Mesa, City of										
Local Project Number:		Project Title																	
Additional Project IDs:		Safe Route to School Action Plan																	
Type of Work:		Safety		Project Description															
Type of Work Description:		Safety - Other		To develop a comprehensive safety action plan for safe routes to school in Costa Mesa. The safety action plan will provide implementable project concepts to enhance safety on streets used to access each school within the city.															
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
City of Costa Mesa		2024		Federal		\$630,472		\$0		\$0		\$0		\$630,472		\$630,472			
Project Notes		2024		General Fund		\$157,618		\$0		\$0		\$0		\$157,618		\$157,618			
General Fund: CIP Fund. Federal: SS4A Grant Funds																			
						Totals:		\$788,090		\$0		\$0		\$0		\$788,090		\$788,090	
Last Revised: 23-00 - In Progress		Total Programmed: \$788,090																	

TIP ID CP-10833		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Sakioka Dr. Street Rehabilitation						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Sakioka Dr. from Sunflower Ave. to Anton Blvd. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.						
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED						
Sunflower Ave. to Anton Blvd		2026 Unfunded/Unknown \$73,000 \$0 \$657,000 \$0 \$730,000 \$790,922						
Project Notes								
Unfunded: Measure M Turnback, Gas Tax								
		Totals: \$73,000 \$0 \$657,000 \$0 \$730,000 \$790,922						
Last Revised: 23-00 - In Progress		Total Programmed: \$730,000						

TIP ID CP-12166		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Santa Ana/ Delhi Channel Multi-Use Trail						
Type of Work: Pedestrian		Project Description						
Type of Work Description: Pedestrian - Other		Construction of class I multi-use path from Santa Ana Ave to East city boundary.						
Limits								
Santa Ana Ave to East city boundary								
Project Notes								

TIP ID CP-12168		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Signal Modernization for Multi-Model Systemic Safety Improvements						
Type of Work: Safety		Project Description						
Type of Work Description: Safety - Other		Implement systemic safety improvements city-wide, such as retroreflective border backplates, EVPs, countdown signal heads, leading pedestrian intervals, etc.						
Limits								
City of Costa Mesa								
Project Notes								

TIP ID CP-10842		IMPLEMENTING AGENCY Costa Mesa, City of								
Local Project Number: N/A		Project Title								
Additional Project IDs:		Signal System Upgrade - Paularino Avenue, Fair Drive, Wilson Street, Anton Avenue								
Type of Work: Traffic Signals		Project Description								
Type of Work Description: Traffic Signals - Replace and upgrade traffic signals and equipment		Review & update of traffic signal coordination along Paularino Avenue, Fair Drive, Wilson Street, Anton Avenue in Costa Mesa. Replace controllers, conduit upgrades, fiber optic comm., & interconnect cables, CCTVs, and cabinets at various locations.								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Paularino Avenue, Fair Drive, Wilson Street, Anton Avenue		2026	General Fund	\$0	\$0	\$300,000	\$0	\$300,000	\$327,818	
		2027	General Fund	\$0	\$0	\$300,000	\$0	\$300,000	\$337,653	
Project Notes		2028	General Fund	\$0	\$0	\$300,000	\$0	\$300,000	\$347,782	
				Totals:	\$0	\$0	\$900,000	\$0	\$900,000	\$1,013,253
Last Revised: 23-00 - In Progress										
								Total Programmed: \$900,000		

TIP ID CP-10853		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Sunflower Ave. Street Rehabilitation						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Sunflower Ave. from Cadillac Ave. to Hyland Ave. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits						
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED						
Cadillac Ave. to Hyland Ave		2026 Unfunded/Unknown \$65,000 \$0 \$585,000 \$0 \$650,000 \$704,245						
Project Notes								
Unfunded: Measure M Turnback, Gas Tax								
		Totals: \$65,000 \$0 \$585,000 \$0 \$650,000 \$704,245						
Last Revised: 23-00 - In Progress		Total Programmed: \$650,000						

TIP ID		CP-11892		IMPLEMENTING AGENCY					Costa Mesa, City of	
Local Project Number:		Project Title								
Additional Project IDs:		Sunflower Avenue from Harbor Boulevard to Bear Street Improvement Project								
Type of Work:		Road Maintenance		Project Description						
Type of Work Description:		Road Maintenance - Rehabilitation of roadway		Street rehabilitation and parkway improvements						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Harbor Boulevard to Bear Street		2024	Other	\$0	\$0	\$2,570,782	\$0	\$2,570,782	\$2,647,905	
Project Notes										
Other: RMRA										
		Totals:	\$0	\$0	\$2,570,782	\$0	\$2,570,782	\$2,647,905		
Last Revised: 23-00 - In Progress								Total Programmed: \$2,570,782		

TIP ID		CP-10855		IMPLEMENTING AGENCY					Costa Mesa, City of		
Local Project Number: N/A				Project Title							
Additional Project IDs:				Superior Ave. / 17th St. Intersection Improvements							
Type of Work: Intersection				Project Description							
Type of Work Description: Intersection - Add left turn and right turn lanes to intersection				Convert westbound through to westbound through/left turn lane and add northbound right turn lane.							
Limits											
Superior Ave. at 17th St											
Project Notes											
Unfunded: Measure M2, Traffic Impact Fees											
</											

TIP ID CP-10856		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Superior Ave. Street Rehabilitation						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Superior Ave. from E. 17th St to SB Newport Frontage Rd. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.						
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED						
E. 17th St. to 18th St.		2027 Unfunded/Unknown \$33,769 \$0 \$303,915 \$0 \$337,684 \$375,828						
Project Notes								
Unfunded: Measure M Turnback, Gas Tax								
		Totals: \$33,769 \$0 \$303,915 \$0 \$337,684 \$375,828						
Last Revised: 23-00 - In Progress		Total Programmed: \$337,684						

TIP ID		CP-12169		IMPLEMENTING AGENCY							Costa Mesa, City of	
Local Project Number:		Project Title										
Additional Project IDs:		Susan St Multi-Use Path										
Type of Work:		Pedestrian		Project Description								
Type of Work Description:		Pedestrian - Other		Design and construct a multi-use path on Susan St, from I-405 to South Coast Dr.								
Limits												
I-405 to South Coast Dr, along Susan St												
Project Notes												

TIP ID CP-12170		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Vanguard Way/ Santa Isabel Ave Bicycle Facility							
Type of Work: Bikeways		Project Description							
Type of Work Description: Bikeways - New bike route		Design and construct a class III bicycle boulevard on Vanguard/ Santa Isabel from Fair Dr. to Irvine Ave.							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Fair Dr to Irvine Ave, along Vanguard Way/ Santa Isabel Ave		2026	Unfunded/Unknown	\$60,000	\$0	\$0	\$0	\$60,000	\$60,000
Project Notes									
				Totals:	\$60,000	\$0	\$0	\$0	\$60,000 \$60,000
Last Revised: 23-00 - In Progress		Total Programmed: \$60,000							

TIP ID CP-10860		IMPLEMENTING AGENCY Costa Mesa, City of																															
Local Project Number: N/A		Project Title																															
Additional Project IDs:		Victoria Street Improvement Project																															
Type of Work: Road Maintenance		Project Description																															
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of mill and overlay of the existing roadway along Victoria St. within the project limits. Some damaged curb/gutter, sidewalk, access ramps, and driveways will be removed and reconstructed.																															
Limits		<table><thead><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr></thead><tbody><tr><td>2027</td><td>Unfunded/Unknown</td><td>\$150,000</td><td>\$0</td><td>\$1,350,000</td><td>\$0</td><td>\$1,500,000</td><td>\$1,669,437</td></tr><tr><td colspan="2"></td><td>Totals:</td><td>\$150,000</td><td>\$0</td><td>\$1,350,000</td><td>\$0</td><td>\$1,500,000</td><td>\$1,669,437</td></tr></tbody></table>							FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2027	Unfunded/Unknown	\$150,000	\$0	\$1,350,000	\$0	\$1,500,000	\$1,669,437			Totals:	\$150,000	\$0	\$1,350,000	\$0	\$1,500,000	\$1,669,437
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																										
2027	Unfunded/Unknown	\$150,000	\$0	\$1,350,000	\$0	\$1,500,000	\$1,669,437																										
		Totals:	\$150,000	\$0	\$1,350,000	\$0	\$1,500,000	\$1,669,437																									
Project Notes																																	
Unfunded: Measure M Turnback, Gas Tax																																	
Last Revised: 23-00 - In Progress		Total Programmed: \$1,500,000																															

TIP ID CP-10862		IMPLEMENTING AGENCY Costa Mesa, City of								
Local Project Number: N/A		Project Title								
Additional Project IDs:		W. 17th St. Widening								
Type of Work: Road Widening		Project Description								
Type of Work Description: Road Widening - Widen width of existing traffic lanes		Widen W 17th Street to add capacity at intersections and add bicycle lanes between Newport Blvd and westerly city limits.								
Limits										
Newport Blvd. to westerly city limits										
Project Notes										
Unfunded: Measure M2, Traffic Impact Fees, ATP, BCIP										
		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	
		2029	Unfunded/Unknown	\$0	\$40,000	\$1,200,000	\$0	\$1,240,000	\$1,480,625	
		<u>Totals:</u>			\$0	\$40,000	\$1,200,000	\$0	\$1,240,000	\$1,480,625
Last Revised: 23-00 - In Progress		Total Programmed: \$1,240,000								

TIP ID CP-10863		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		W. 18th St. Storm Drain System						
Type of Work: Environmental Cleanup		Project Description						
Type of Work Description: Environmental Cleanup - Other		Eliminate flooding and trap particulate pollutants from entering the storm drain system. Installation of various storm drain pipes ranging from 24" to 105" RCP; Concrete & asphalt improvements; Watershed modeling & recommendations						
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED						
Monrovia Ave. to City Limits		2028 Unfunded/Unknown \$80,000 \$0 \$573,490 \$0 \$653,490 \$744,832						
Project Notes								
Unfunded: Drainage Fees, Measure M2, Environmental Cleanup		Totals: \$80,000 \$0 \$573,490 \$0 \$653,490 \$744,832						
Last Revised: 23-00 - In Progress		Total Programmed: \$653,490						

TIP ID CP-10864		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		W. 19th St. Storm Drain System						
Type of Work: Environmental Cleanup		Project Description						
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts		Eliminate flooding and trap particulate pollutants from entering the storm drain system. Installation of various storm drain pipes ranging from 24" to 105" RCP; Concrete & asphalt improvements; Watershed modeling & recommendations						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL
19th St.		2028	Unfunded/Unknown	\$90,000	\$0	\$733,390	\$0	\$823,390
Project Notes								
Unfunded: Drainage Fees/ Measure M2, Environmental Cleanup		Totals: \$90,000 \$0 \$733,390 \$0 \$823,390 \$940,200						
Last Revised: 23-00 - In Progress		Total Programmed: \$823,390						

TIP ID CP-10867		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Westside Improvements						
Type of Work: Aesthetics		Project Description						
Type of Work Description: Aesthetics - Landscaping of roadway		Provide streetscape improvements on 19th Street from Harbor to Westerly City Limits. Will include decorative crosswalks, decorative sidewalks, parkway landscaping, street furnishings such as benches, trash receptacles, news racks, etc.						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL
19th St. from Harbor to Westerly City Limits		2024	General Fund	\$0	\$0	\$200,000	\$0	\$200,000
Project Notes		2025	General Fund	\$0	\$0	\$250,000	\$0	\$250,000
		2026	General Fund	\$0	\$0	\$250,000	\$0	\$250,000
		2027	General Fund	\$0	\$0	\$250,000	\$0	\$250,000
		Totals: \$0 \$0 \$950,000 \$0 \$950,000 \$1,025,784						
Last Revised: 23-00 - In Progress		Total Programmed: \$950,000						

TIP ID CP-10868		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Wilson Street (Fairview Rd. to Santa Ana Ave.) Bicycle Facility						
Type of Work: Bikeways		Project Description						
Type of Work Description: Bikeways - New bike route		Implement bicycle facility on Wilson Street between Fairview Road and Santa Ana Avenue by signage and markings.						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL
Wilson St. between Fairview Rd. to Santa Ana Ave		2029	Unfunded/Unknown	\$0	\$0	\$200,000	\$0	\$200,000
Project Notes								
Unfunded: ATP, BCIP, General Funds		Totals: \$0 \$0 \$200,000 \$0 \$200,000 \$238,810						
Last Revised: 23-00 - In Progress		Total Programmed: \$200,000						

TIP ID CP-11893		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Wilson Street Westside Improvement Project from Placentia Avenue to Pacific Avenue						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Street rehabilitation and parkway improvements.						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL
Placentia Avenue to Pacific Avenue, including American Place and American Avenue		2024	State Sales Tax on Gas	\$0	\$0	\$857,000	\$0	\$857,000
Project Notes								
		Totals: \$0 \$0 \$857,000 \$0 \$857,000 \$882,710						
Last Revised: 23-00 - In Progress		Total Programmed: \$857,000						

Local Project Number: 16-CMSA-ACE-3804**Project Title****Additional Project IDs:**

Wilson Street Widening from College Ave to Fairview Rd

Type of Work: Road Widening**Project Description****Type of Work Description:** Road Widening - Add 2 lanes to existing roadway in project limits

Widening for Wilson St. Develop design plans between College Ave and Fairview Rd. to increase capacity. This includes review of design alternatives.

Limits

Wilson St. between College Ave. and Fairview Rd

Project Notes

General Fund: M2 ACE approved - Could not update database Unfunded: Measure M2, Traffic Impact Fees, General Fund

**FISCAL
YEAR****FUND TYPE****ENG ROW****CON/IMP****O&M TOTAL****TOTAL
ESCALATED**

2029

Unfunded/Unknown

\$0

\$0

\$19,642,289

\$0

\$19,642,289

\$23,453,920

2029

General Fund

\$0

\$0

\$357,711

\$0

\$357,711

\$427,126

Totals: \$0 \$0 \$20,000,000 \$0 \$20,000,000 \$23,881,046

Last Revised: 23-00 - In Progress

Total Programmed: \$20,000,000

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, CONCERNING THE STATUS OF THE CIRCULATION ELEMENT AND MITIGATION FEE PROGRAM FOR THE MEASURE M (M2) PROGRAM

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, the City desires to maintain and improve the streets within its jurisdiction, including those arterials contained in the Master Plan of Arterial Highways (MPAH); and

WHEREAS, the City has endorsed a definition of, and process for, determining consistency of the City's Traffic Circulation Plan with the MPAH; and

WHEREAS, the City has adopted a General Plan Circulation Element which does not preclude implementation of the MPAH within its jurisdiction; and

WHEREAS, the City is required to adopt a resolution biennially informing the Orange County Transportation Authority (OCTA) that the City's Circulation Element is in conformance with the MPAH, and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Year (FY) 2021-22 and FY 2022-23; and

WHEREAS, the City is required to send biennially to OCTA all recommended changes to the City Circulation Element and the MPAH for the purposes of re-qualifying for participation in the Comprehensive Transportation Funding Programs; and

WHEREAS, the City is required to adopt a resolution biennially certifying that the City has an existing Mitigation Fee Program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to new development.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Costa Mesa does hereby inform OCTA that:

1. The arterial highway portion of the City's Circulation Element is in conformance with the MPAH.

ATTACHMENT 3

2. The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during FY 2021-22 and FY 2022-23.
3. The City affirms that it will bring forward requests to amend the MPAH, when necessary, in order to ensure that the MPAH and the General Plan Circulation Element remain consistent.
4. The City reaffirms that the existing Mitigation Fee Program is in effect.

PASSED AND ADOPTED this 20th day of June, 2023.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

THIS PAGE IS RESERVED FOR THE CITY CLERK’S OFFICE.

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2023-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 20th day of June, 2023, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 20th day of June, 2023.

Brenda Green, City Clerk

RESOLUTION NO. 2023-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA,
CONCERNING THE UPDATED LOCAL SIGNAL SYNCHRONIZATION PLAN FOR THE
MEASURE M (M2) PROGRAM**

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the Orange County Transportation Authority (OCTA) has developed the Regional Traffic Signal Synchronization Master Plan to identify traffic signal synchronization street routes and traffic signals within and across jurisdictional boundaries, and defines the means of implementing the Regional Traffic Signal Synchronization Program; and

WHEREAS, the Regional Traffic Signal Synchronization Program requires that local jurisdictions adopt a Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local jurisdictions' efforts to synchronize traffic signals across local jurisdictions' boundaries; and

WHEREAS, the City adopted its Local Signal Synchronization Plan on November 16, 2010; and

WHEREAS, in order to remain eligible for Measure M2 funding, the City is required to update its Local Signal Synchronization Plan every three (3) years; and

WHEREAS, the City last updated its Local Signal Synchronization Plan on June 16, 2020; and

WHEREAS, the City must update its Local Signal Synchronization Plan by June 30, 2023 to continue to be eligible to receive Net Revenues as part of Measure M2.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

Section 1. The City Council hereby adopts the updated Local Signal Synchronization Plan.

Section 2. The City Council hereby informs OCTA that the updated Local Signal Synchronization Plan:

- a. includes goals that are consistent with those outlined as part of the Regional Signal Synchronization Master Plan, including signal synchronization across jurisdictions;

ATTACHMENT 4

- b. identifies traffic signal synchronization street routes, including all elements of the Regional Signal Synchronization network located within the City;
- c. includes a traffic signal inventory for all traffic signal synchronization street routes;
- d. includes a three-year plan showing costs, available funding, and phasing for capital, operations, and maintenance of signal synchronization along the traffic signal synchronization street routes and traffic signals;
- e. includes an update on the status and performance of traffic signal synchronization activities; and
- f. includes a discussion on the review and revision, as may be necessary, on the timing of traffic signals on the traffic signal synchronization street routes.

Section 3. The City Council authorizes staff to submit all necessary Measure M2 eligibility documentation to OCTA.

PASSED AND ADOPTED this 20th day of June 2023.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

THIS PAGE IS RESERVED FOR THE CITY CLERK'S OFFICE.

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2023-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 20th day of June, 2023, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 20th day of June, 2023.

BRENDA GREEN, CITY CLERK

(SEAL)

LOCAL SIGNAL SYNCHRONIZATION PLAN CONSISTENCY REVIEW CHECKLISTThe Local Agency Name: City of Costa MesaPlan Date: June 1, 2023

Local agencies must submit a copy of the Local Signal Synchronization Plan, a completed consistency review checklist, and any supporting documentation. Complete the table below.

Complete the table below:

Local Agency Statement	Page(s) in LSSP	Provided or N/A
1) Signal synchronization goals of the agency are consistent with those outlined as part of the Regional Traffic Signal Synchronization Master Plan.	1 - 6	Provided
2) Traffic signal synchronization street routes are identified, including all corridors along the regional signal synchronization network located within the local agency.	7 - 8	Provided
3) Traffic signal inventory for all traffic signal synchronization street routes.	9 - 14	Provided
4) Three-year plan separately showing costs, available funding, and phasing for capital, operations, and maintenance of signal synchronization along the traffic signal synchronization street routes and traffic signals for constrained, unconstrained and build-out scenarios.	15 - 18	Provided
5) Signal synchronization review, revision, and assessment of synchronization activities along the traffic signal synchronization street routes and traffic signals.	19 - 24	Provided

I certify that the above statements are true to the best of my knowledge.

Signature

Date

Jennifer Rosales, Transportation Services Manager, City of Costa Mesa

Printed Name, Title, & Local Agency



CITY OF COSTA MESA

LOCAL SIGNAL SYNCHRONIZATION PLAN

June 1, 2023

SECTION ONE
TRAFFIC SIGNAL SYNCHRONIZATION GOALS, POLICIES AND
OBJECTIVES

Introduction

Traffic signal coordination is one of the vital aspects of a traffic circulation system because it ensures that motorists are able to travel through multiple intersections along a corridor with minimal stops and short delays. A well-timed, coordinated system permits continuous movement along an arterial or throughout a network of major streets with minimum stops and delays, which, reduces fuel consumption and improves air quality

Goals, Objectives and Policies

The primary goals, objectives and policies included in the circulation element of the adopted 2015-2035 General Plan for the City of Costa Mesa are as follows;

- Goal C-1: Implement “Complete Streets” Policies on Roadways in Costa Mesa
 - Objective C-1A: Create a transportation network that meets the mobility needs of all Costa Mesa residents, businesses, and visitors.
 - C-1.3: Complete and annually maintain a needs assessment for traffic service levels and traffic safety. Develop and annually update a priority list of improvement projects, with priorities based on: 1) correcting identified hazards; 2) accommodating multimodal trips; 3) improving and/or maintaining peak-hour traffic volumes at critical intersections; 4) improving efficiency of existing infrastructure utilization; and 5) intergovernmental coordination.
- Goal C-2: Effectively Manage and Improve the Roadway System
 - Objective C-2A: Implement policies that encourage and accommodate all users while maintaining the efficiency of the circulation system.
 - C-2.6: Periodically review and update traffic signal timing at all signalized intersections to maintain traffic signal coordination and to accommodate bicycle and pedestrian needs.
 - Objective C-2B: Construct street improvements and apply congestion management tools to obtain efficient performance of the transportation system.
 - C-2.10: Continue to deploy intelligent transportation systems (ITS) strategies—such as adaptive signal controls, fiber optic communication equipment, closed circuit television cameras, real-time transit information, and real-time parking availability information—to reduce traffic delays, lower greenhouse gas emissions, improve travel times, and enhance safety for drivers, pedestrians, and cyclists.
- Goal C-3: Enhance Regional Mobility and Coordination
 - Objective C-3A: Promote development of transportation projects along regional corridors
 - C-3.1: Maintain compliance with Orange County Congestion Management Plan (CMP) requirements, including consistency with CMP level of service standards, adoption of a seven-year capital improvement program, analysis of impacts of land use decisions on the CMP highway system, and adoption and implementation of deficiency plans when intersections do not meet adopted performance standards.
 - C-3.2: Support the goals and objectives of the Orange County Long Range Transportation Plan, including expansion of transportation system choices,

- improvement of transportation system performance, and sustainability of transportation infrastructure.
 - C-3.3: Support the goals and objectives of the SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), including expansion of transportation system choices, improvement of transportation system performance, and sustainability of transportation infrastructure.
 - C-3.4: Coordinate signal timing on all major arterials with a local signal synchronization program consistent with the Orange County Traffic Signal Synchronization Master Plan (TSSMP).
 - C-3.5: Ensure Costa Mesa's input, participation, and discretionary review of applicable region-wide transportation system policies, programs, and construction.
 - C-3.6: Develop short-term and long-term improvements to the SR-55 corridor in coordination with Caltrans and OCTA to address regional mobility needs.
 - Objective C-3B: Coordinate and partner with local and regional agencies to promote projects and policies that improve regional mobility.
 - C-3.8: Coordinate with adjacent jurisdictions to maintain or improve mobility within the City to achieve a standard Level of Service no worse than "D" at all intersections under State or joint control. Intersection Level of Service analyses for General Plan conditions for locations under State or joint control will be updated periodically and presented to the City Council.
 - C-3.11: Collaborate with Caltrans and neighboring jurisdiction to improve signal timing and coordination along major arterials across jurisdictional boundaries.
 - C-3.12: Work closely with the State of California and other government agencies to control traffic-related impacts of uses on State- or other agency-owned land (i.e., Orange County Fairgrounds, Orange Coast College, etc.).
 - C-3.13: Coordinate with other responsible agencies the planning, funding, prioritization, and implementation of bicycle, pedestrian, and transit programs and supporting infrastructure.
- Goal C-5: Ensure Coordination between the Land Use and Circulation Systems
 - Objective C-5A: Coordinate land use policies and development activities that support a sustainable transportation system.
 - C-5.9: Require that circulation necessary to provide or attain the minimum traffic level of service standard at an intersection to which a development project contributes measureable traffic be completed within three years of issuance of the first building permit for such development project, unless additional right-of-way or coordination with other government agencies is required to complete the improvement. Improvements may be required sooner if, because of extraordinary traffic generation characteristics of the project or extraordinary impacts to the surrounding circulation system, such improvements are necessary to prevent significant adverse impacts.

Signal Synchronization

The purpose of the Local Signal Synchronization Plan (LSSP) is to identify local and regional travel corridors within the City of Costa Mesa and develop a blue print for implementation of signal coordination along these corridors. The LSSP will include guidelines for synchronizing traffic signals based on equipment limitations, capacity restrictions and funding constraints.

The traffic on arterials and highways in the region continues to increase with minimal increase in capacity of the circulation system. This results in increased congestion and delay along important travel corridors in the City. Coordination of traffic signals along the corridors will increase the capacity of intersections thus reducing congestion and delay for all modes.

Implementation of Signal Coordination along major arterials will provide the following benefits:

- Effectively manage the throughput capacity of intersections to improve mobility through the use of appropriate layouts and control measures and regular reviews and updates to the operational parameters;
- Reduce vehicle stops and delays, thereby:
 - lessening the negative impacts to air quality; and
 - reducing fuel consumption.
- Improve and enhance signal timing for bicycles and for pedestrian crossings.

Goals for near term and long range implementation

The near term goal for the City is to upgrade the existing traffic signal infrastructure at intersections as well as at the Traffic Operation Center (TOC) and establish communication to all signalized intersections via fiber optic network. Currently, the City is working with Orange County Transportation Authority (OCTA) to upgrade traffic signal equipment and communication in order to establish a seamless City network.

The long term goal for the City is to develop a state-of-the-art TMC and upgrade the multimodal elements of the signal system to include a robust network of video detection for bicyclists and pedestrians, audible pedestrian signals, and Closed Circuit Television (CCTV) cameras. The implementation of these upgrades will provide the City with the necessary tools to identify traffic signal related issues quickly and address them efficiently for all users. It will also help in maintaining signal coordination along regional and local corridors.

Infrastructure upgrades, modernization, and maintenance needs

The City's signal synchronization plan includes various upgrades to infrastructure to support signal synchronization. The City's primary plan is to migrate from antiquated Multisonics 820 controllers to modern Cobalt ATC signal controllers necessary to support updated timing plans and coordination. This antiquated equipment is no longer supported by the manufacturer so parts and repair are now unavailable. Therefore, the City has been upgrading to Cobalt ATC signal controllers to establish communication to the Centrac's Advanced Traffic Management System (ATMS). To provide increased reliability and bandwidth necessary for communication with Cobalt ATC controllers and relaying CCTV signals, the City has preferred to install single mode fiber optic (SMFO) cable along major corridors. Modern controller equipment requires additional components within the signal cabinet and in the City's TOC, such as Ethernet switches and

networking devices. Thus, additional maintenance of these components is required for increased reliability.

Multi-jurisdictional coordination opportunities and initiatives

Given the geographical location of the City of Costa Mesa, the system of highways and arterials in the region and the existing travel patterns create unique challenges for improving the overall mobility of the transportation system. The circulation network (including freeways) thru the City carries a considerable amount of regional (through) traffic that does not originate or terminate within the City. As a result, the City has to regularly coordinate with the neighboring cities and other agencies such as Caltrans and Orange County Transportation Authority (OCTA) to maintain a smooth traffic flow for all modes of travel on City arterials and highways. In the last three years since the last update, the City has partnered with several Cities and applied for Measure M/M2 funding for upgrading the traffic signal infrastructure and coordinating signals along regional corridors for the following projects.

- Fairview Road (Garden Grove Boulevard to Newport Boulevard) with the City of Santa Ana
- Red Hill Avenue (Bryan Avenue to Bristol Street) with the City of Irvine
- Bear Street (Segerstrom Avenue to Bristol Street) with the City of Santa Ana
- Baker Street, Placentia Avenue, Victoria Street, and 19th Street

The City continuously monitors the traffic conditions along its arterials and highways to identify issue and develop innovative solutions to address them.

Role of local system in regional context including consistency and participation in Project P

The local signal synchronization plan for the City is consistent with the regional synchronization plan developed by OCTA. All the corridors included in the regional plan are part of the local plan. The regional synchronization plan includes the following corridors in the City of Costa Mesa.

- Harbor Boulevard
- Fairview Road
- Bristol Street
- Red Hill Avenue
- Newport Boulevard
- Baker Street
- Placentia Avenue
- Adams Avenue
- Fair Drive
- Victoria Street
- 17th Street

The local signal synchronization plan includes the corridors listed above and the following additional corridors within the City.

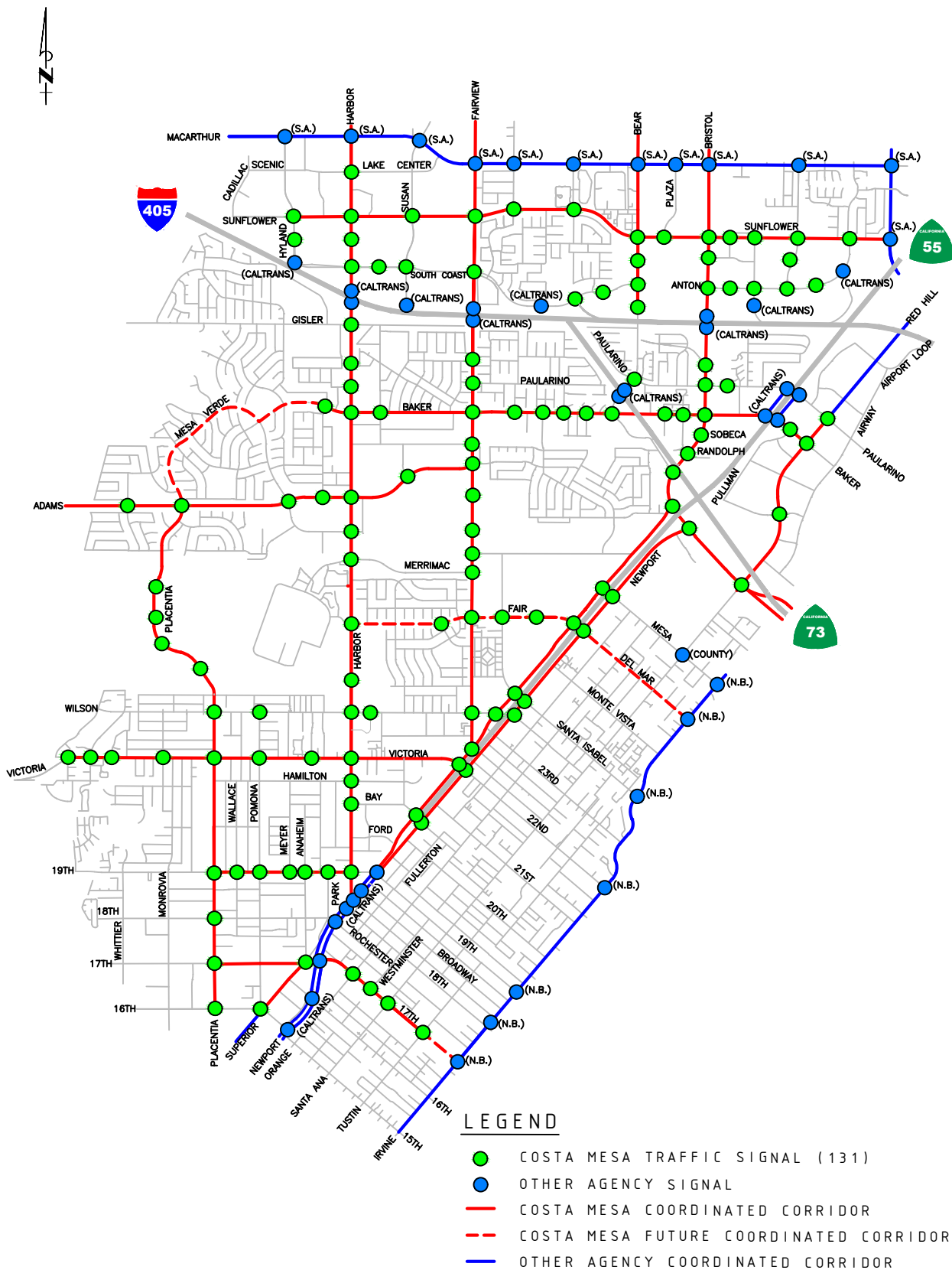
- Bear Street
- 19th Street
- Sunflower Avenue
- Anton Boulevard
- Wilson Street
- Paularino Avenue

Policies and strategies for updating signal timing

The City has periodically undertaken updates to signal timing with goals of improving traffic flow and reducing delay for all travel modes. The established minimum timing of phases are derived from standards set forth in the California Manual of Uniform Traffic Control Devices (CA-MUTCD). The City has regularly refined and improved timing plans to adapt to current travel patterns. The City has implemented traffic signal synchronization plans along major arterial corridors such as Harbor Boulevard and Fairview Road. Modern ASC/3 controllers and SMFO were deployed with these projects and existing timing and coordination plans were reviewed and revised to adhere to current standards. ASC/3 and Cobalt ATC controllers also provide advanced timing features not available with 820 controllers. The City has taken advantage of these features to further improve traffic flow and reduce unnecessary delay for all users.

SECTION TWO
TRAFFIC SIGNAL SYNCHRONIZATION STREET ROUTES
(EXISTING AND PLANNED)

CITY OF COSTA MESA TRAFFIC SIGNAL SYNCHRONIZATION NETWORK



SECTION THREE
TRAFFIC SIGNAL INVENTORY

Traffic Synchronization Inventory
City of Costa Mesa

Corridor	Cross Street Intersection	Cycle Length				Maintenance Responsibility	Equipment										Status
		AM	MID	PM	WKND		Cabinet	Type	Software	Detection	Bike Detection	CCTV	Power Backup	Comm	Other ITS	ATMS	
Adams	Pin creek	130	110	130	100	Costa Mesa	P (TS2 Type 2)	ASC/3	ASC/3	Video	Yes	Bosch		Fiber		Centracs	Online
Adams	Royal Palm	130	110	130	110	Costa Mesa	P (TS1)	ASC/3	ASC/3	Loops				Fiber		Centracs	Online
Adams	Mesa Verde East	130	110	130	110	Costa Mesa	P (TS1)	ASC/3	ASC/3	Loops				Fiber		Centracs	Offline
Adams	Mesa Verde W/ Placentia	130	110	130	110	Costa Mesa	P (TS1)	Cobalt	EOS	Video	Yes	Cohu		Fiber		Centracs	Offline
Adams	Albatross/ Shantar	130	Free	130	Free	Costa Mesa	P (TS2 Type 2)	ASC/3	ASC/3	Loops				Fiber		Centracs	Offline
Anton	Park Center	100	80	100	80	Costa Mesa	P (TS1)	ASC/3	ASC/3	Loops				Fiber		Centracs	Offline
Anton	Ave of the Arts	Free	Free	Free	Free	Costa Mesa	P (TS1)	820	Multisonic	Loops				Fiber		Centracs	Offline
Anton	Sakioka	Free	Free	Free	Free	Costa Mesa	P (TS1)	820	Multisonic	Loops				Fiber		Centracs	Offline
Anton	Experian	Free	Free	Free	Free	Costa Mesa	P (TS1)	ASC/3	ASC/3	Loops	Yes	Cohu		Fiber		Centracs	Offline
Baker	Mendoza	130	90	130	90	Costa Mesa	P (TS1)	Cobalt	EOS	Video	Yes	Bosch		Fiber		Centracs	Offline
Baker	Babb	65	90	65	90	Costa Mesa	P (TS1)	ASC/3	ASC/3	Loops				Fiber		Centracs	Offline
Baker	Milbro	130	90	130	90	Costa Mesa	P (TS1)	Cobalt	EOS	Loops				Fiber		Centracs	Online
Baker	Bear	130	90	130	90	Costa Mesa	P (TS1)	Cobalt	EOS	Video	Yes	Cohu		Fiber		Centracs	Offline
Baker	College	130	130	130	130	Costa Mesa	P (TS1)	Cobalt	EOS	Loops				Fiber		Centracs	Offline
Baker	Royal Palm	65	65	65	65	Costa Mesa	P (TS1)	Cobalt	EOS	Loops				Fiber		Centracs	Online
Baker	Coolidge	65	90	130	90	Costa Mesa	M	ASC/3	ASC/3	Loops				Fiber		Centracs	Online
Baker	Fire Station #2	Free	Free	Free	Free	Costa Mesa	M	ASC/3	ASC/3	Loops				Fiber		Centracs	Online
Baker	Randolph	130	65	130	130	Costa Mesa	P (TS2 Type 2)	Cobalt	EOS	Video	Yes			Fiber		Centracs	Online
Baker	Pullman	90	90	90	85	Costa Mesa	P (TS2 Type 2)	Cobalt	ASC/3	Loops				Fiber		Centracs	Online
Bear	Paularino	Free	Free	Free	Free	Costa Mesa	P (TS2 Type 2)	Cobalt	EOS	Loops				Copper		Centracs	Offline
Bear	Metro Point/ May Co	130	130	130	130	Costa Mesa	P (TS1)	Cobalt	EOS	Loops		Bosch		Fiber		Centracs	Online
Bear	South Coast	130	130	130	130	Costa Mesa	P (TS1)	Cobalt	EOS	Loops		Bosch		Fiber		Centracs	Online
Bear	Crystal Court/ SCP II	130	130	130	130	Costa Mesa	P (TS1)	Cobalt	EOS	Loops				Fiber		Centracs	Online
Bristol	Sunflower	130	130	130	130	Costa Mesa	P (TS1)	Cobalt	ASC/3	Other		Cohu		Fiber		Centracs	Online
Bristol	Town Center	130	130	130	130	Costa Mesa	P (TS1)	Cobalt	ASC/3	Loops				Fiber		Centracs	Online
Bristol	Anton/ South Coast Plaza	130	130	130	130	Costa Mesa	P (TS2 Type 2)	Cobalt	ASC/3	Loops		Cohu	BBS	Fiber		Centracs	Online
Bristol	405 NB					Caltrans	332	820	Multisonic	Loops				Fiber			Online
Bristol	405 SB					Caltrans	332	820	Multisonic	Loops				Fiber			Online

Traffic Synchronization Inventory
City of Costa Mesa

Corridor	Cross Street Intersection	Cycle Length				Maintenance Responsibility	Equipment										Status
		AM	MID	PM	WKND		Cabinet	Type	Software	Detection	Bike Detection	CCTV	Power Backup	Comm	Other ITS	ATMS	
Bristol	Hotel Way	130	130	130	130	Costa Mesa	M	Cobalt	ASC/3	Loops				Fiber		Centracs	Online
Bristol	Paularino	130	130	130	130	Costa Mesa	P (TS1)	Cobalt	ASC/3	Loops			BBS	Fiber		Centracs	Online
Bristol	Baker	130	130	130	130	Costa Mesa	P (TS2 Type 2)	Cobalt	ASC/3	Other		Cohu	BBS	Fiber		Centracs	Online
Bristol	Randolph	100	120	100	120	Costa Mesa	P (TS1)	Cobalt	ASC/3	Loops				Fiber		Centracs	Online
Bristol	Bear	100	120	104	120	Costa Mesa	M	Cobalt	ASC/3	Loops				Fiber		Centracs	Online
Bristol	Red Hill	130	130	130	Free	Costa Mesa	332	Cobalt	ASC/3	Video	Yes	Cohu	BBS	Fiber		Centracs	Online
Bristol	SB Newport	100	80	104	90	Costa Mesa	P (TS2 Type 2)	ASC/3	ASC/3	Loops		Cohu	BBS	Fiber		Centracs	Online
Bristol	NB Newport	100	80	104	90	Costa Mesa	P (TS2 Type 2)	ASC/3	ASC/3	Loops		Cohu	BBS	Fiber		Centracs	Online
Bristol	SOBECA Way	100	120	104	120	Costa Mesa	P (TS2 Type 2)	Cobalt	ASC/3	Other		Cohu	BBS	Fiber		Centracs	Online
E. 17th	Anaheim/Superior	90	75	80	75	Costa Mesa	P (TS1)	ASC/3	ASC/3	Loops				Fiber		Centracs	Online
E. 17th	Orange	90	90	90	90	Costa Mesa	P (TS1)	ASC/3	ASC/3	Loops		Cohu		Fiber		Centracs	Online
E. 17th	Santa Ana	90	90	90	90	Costa Mesa	P (TS1)	ASC/3	ASC/3	Loops		Bosch		Fiber		Centracs	Online
E. 17th	Tustin	90	90	90	90	Costa Mesa	P (TS1)	ASC/3	ASC/3	Loops				Fiber		Centracs	Online
E. 17th	Westminster	90	90	90	90	Costa Mesa	M	ASC/3	ASC/3	Loops				Fiber		Centracs	Online
Fair	Fairgrounds/City Hall	Free	Free	Free	Free	Costa Mesa	P (TS1)	820	Multisonic	Loops						Centracs	Offline
Fair	Vanguard	Free	Free	Free	Free	Costa Mesa	P (TS1)	Cobalt	ASC/3	Loops				Fiber		Centracs	Online
Fair	Loyola	Free	Free	Free	Free	Costa Mesa	P (TS1)	Cobalt	ASC/3	Loops				Fiber		Centracs	Online
Fairview	Wilson	110	110	110	110	Costa Mesa	P (TS1)	ASC/3	ASC/3	Video		Cohu		Fiber		Centracs	Offline
Fairview	Fair	110	110	110	110	Costa Mesa	P (TS1)	ASC/3	ASC/3	Video		Cohu	BBS	Fiber		Centracs	Online
Fairview	Merrimac	110	110	110	110	Costa Mesa	P (TS1)	ASC/3	ASC/3	Video				Fiber		Centracs	Online
Fairview	Arlington	110	110	110	110	Costa Mesa	P (TS1)	Cobalt	ASC/3	Video		Bosch		Fiber		Centracs	Online
Fairview	OCC/ CMHS Entrance	110	110	110	110	Costa Mesa	P (TS1)	ASC/3	ASC/3	Video				Fiber		Centracs	Online
Fairview	Monitor	110	110	110	110	Costa Mesa	P (TS1)	ASC/3	ASC/3	Video				Fiber		Centracs	Online
Fairview	Adams/ El Camino	140	130	140	130	Costa Mesa	P (TS2 Type 2)	ASC/3	ASC/3	Video		Cohu	BBS	Fiber		Centracs	Online
Fairview	Village Way	140	130	140	130	Costa Mesa	P (TS2 Type 2)	Cobalt	ASC/3	Video	Yes	Bosch		Fiber		Centracs	Online
Fairview	Baker	140	130	140	130	Costa Mesa	P (TS1)	ASC/3	ASC/3	Video		Cohu	BBS	Fiber		Centracs	Online
Fairview	Paularino	140	130	140	130	Costa Mesa	P (TS1)	ASC/3	ASC/3	Loops				Fiber		Centracs	Online
Fairview	South Coast	140	130	140	130	Costa Mesa	P (TS1)	ASC/3	ASC/3	Video		Cohu	BBS	Fiber		Centracs	Online

Traffic Synchronization Inventory
City of Costa Mesa

Corridor	Cross Street Intersection	Cycle Length				Maintenance Responsibility	Equipment										Status
		AM	MID	PM	WKND		Cabinet	Type	Software	Detection	Bike Detection	CCTV	Power Backup	Comm	Other ITS	ATMS	
Fairview	Sunflower	140	130	140	130	Costa Mesa	P (TS1)	ASC/3	ASC/3	Video		Cohu	BBS	Fiber		Centracs	Online
Fairview	McCormack	140	130	140	130	Costa Mesa	M	ASC/3	ASC/3	Loops				Fiber		Centracs	Online
Harbor	19th	130	130	130	130	Costa Mesa	P (TS2 Type 2)	Cobalt	EOS	Video	Yes	Cohu		Fiber		Centracs	Online
Harbor	Bay	130	130	130	130	Costa Mesa	P (TS2 Type 2)	ASC/3	ASC/3	Loops		Cohu		Fiber		Centracs	Online
Harbor	Hamilton	130	130	130	130	Costa Mesa	P (TS2 Type 2)	ASC/3	ASC/3	Loops			BBS	Fiber		Centracs	Online
Harbor	Victoria	130	130	130	130	Costa Mesa	P (TS2 Type 2)	Cobalt	EOS	Video	Yes	Cohu		Fiber		Centracs	Online
Harbor	Wilson	130	130	130	130	Costa Mesa	P (TS2 Type 2)	ASC/3	ASC/3	Loops	Yes	Cohu		Fiber		Centracs	Online
Harbor	Harbor Center	130	130	130	130	Costa Mesa	P (TS1)	ASC/3	ASC/3	Video	Yes	Bosch		Fiber		Centracs	Online
Harbor	Fair Drive	130	130	130	130	Costa Mesa	P (TS2 Type 2)	Cobalt	ASC/3	Loops		Cohu		Fiber		Centracs	Online
Harbor	Merrimac	130	130	130	130	Costa Mesa	P (TS2 Type 2)	Cobalt	ASC/3	Video	Yes		BBS	Fiber		Centracs	Online
Harbor	Mesa Verde E/Peterson	130	130	130	130	Costa Mesa	P (TS2 Type 2)	ASC/3	ASC/3	Loops				Fiber		Centracs	Online
Harbor	Adams	130	130	130	130	Costa Mesa	P (TS2 Type 2)	ASC/3	ASC/3	Other		Cohu		Fiber		Centracs	Online
Harbor	Baker	130	130	130	130	Costa Mesa	P (TS2 Type 2)	Cobalt	EOS	Video	Yes	Cohu		Fiber		Centracs	Online
Harbor	Nutmeg/Target	130	130	130	130	Costa Mesa	P (TS1)	ASC/3	ASC/3	Loops				Fiber		Centracs	Online
Harbor	Gisler	130	130	130	130	Costa Mesa	P (TS2 Type 2)	ASC/3	ASC/3	Other	Yes	Cohu		Fiber		Centracs	Online
Harbor	South Coast	130	130	130	130	Costa Mesa	P (TS1)	ASC/3	ASC/3	Loops		Cohu		Fiber		Centracs	Online
Harbor	Law Court	130	130	130	130	Costa Mesa	P (TS1)	ASC/3	ASC/3	Loops				Fiber		Centracs	Online
Harbor	Sunflower	130	130	130	130	Costa Mesa	P (TS1)	ASC/3	ASC/3	Loops		Cohu		Fiber		Centracs	Online
Harbor	Scenic	130	130	130	130	Costa Mesa	P (TS1)	ASC/3	ASC/3	Loops				Copper		Centracs	Online
Harbor	Date	130	130	130	130	Costa Mesa	P (TS2 Type 2)	ASC/3	ASC/3	Loops		Cohu		Fiber		Centracs	Online
Hyland	Vans	65	Free	65	Free	Costa Mesa	P (TS2 Type 2)	Cobalt	EOS	Video	Yes		BBS	Wireless		Centracs	Online
Newport NB	Mesa	100	80	100	80	Costa Mesa	332	ASC/3	ASC/3	Loops				Wireless		Centracs	Online
Newport NB	Del Mar	100	80	100	80	Costa Mesa	332	ASC/3	ASC/3	Loops				Copper		Centracs	Online
Newport NB	Santa Isabel	100	80	100	80	Costa Mesa	332	ASC/3	ASC/3	Loops	Yes			Fiber		Centracs	Online
Newport NB	Wilson	100	80	100	80	Costa Mesa	332	ASC/3	ASC/3	Loops	Yes			Fiber		Centracs	Online
Newport NB	22nd	100	80	100	80	Costa Mesa	P (TS1)	Cobalt	EOS	Video	Yes	Cohu		Fiber		Centracs	Online
Newport NB	Bay	100	80	100	80	Costa Mesa	332	ASC/3	ASC/3	Loops				Fiber		Centracs	Online
Newport SB	Mesa	100	80	100	80	Costa Mesa	332	ASC/3	ASC/3	Loops				Fiber		Centracs	Online

Traffic Synchronization Inventory
City of Costa Mesa

Corridor	Cross Street Intersection	Cycle Length				Maintenance Responsibility	Equipment										Status
		AM	MID	PM	WKND		Cabinet	Type	Software	Detection	Bike Detection	CCTV	Power Backup	Comm	Other ITS	ATMS	
Newport SB	Fair	100	80	100	80	Costa Mesa	332	ASC/3	ASC/3	Loops		Cohu		Fiber		Centracs	Offline
Newport SB	Vanguard	100	80	100	80	Costa Mesa	332	ASC/3	ASC/3	Loops				Fiber		Centracs	Online
Newport SB	Wilson	100	80	100	80	Costa Mesa	332	ASC/3	ASC/3	Loops				Fiber		Centracs	Online
Newport SB	Fairview	100	80	100	80	Costa Mesa	332	ASC/3	ASC/3	Loops				Fiber		Centracs	Online
Newport SB	Victoria	100	80	100	80	Costa Mesa	P (TS1)	Cobalt	EOS	Video	Yes	Cohu		Fiber		Centracs	Online
Newport SB	Bay	100	80	100	80	Costa Mesa	332	ASC/3	ASC/3	Loops				Fiber		Centracs	Online
Paularino	Jian Way	65	65	65	65	Costa Mesa	M	Cobalt	ASC/3	Loops				Fiber		Centracs	Online
Placentia	16th	100	100	100	100	Costa Mesa	P (TS1)	Cobalt	EOS	Loops				Fiber		Centracs	Online
Placentia	Bike Xing					Costa Mesa	P (TS2 Type 2)	ASC/3	ASC/3	Other	Yes						Online
Placentia	17th	100	100	100	100	Costa Mesa	P (TS1)	Cobalt	EOS	Video	Yes	Cohu		Fiber		Centracs	Online
Placentia	18th	100	100	100	100	Costa Mesa	P (TS1)	Cobalt	EOS	Loops				Fiber		Centracs	Online
Placentia	19th	100	100	100	100	Costa Mesa	P (TS1)	Cobalt	EOS	Video	Yes	Cohu		Fiber		Centracs	Online
Placentia	Victoria	130	110	130	110	Costa Mesa	P (TS1)	Cobalt	EOS	Video	Yes	Cohu		Copper		Centracs	Online
Placentia	Wilson	100	100	100	100	Costa Mesa	P (TS1)	Cobalt	EOS	Video	Yes	Cohu		Copper		Centracs	Online
Placentia	Estancia South	Free	Free	Free	Free	Costa Mesa	P (TS1)	Cobalt	EOS	Loops				Copper		Centracs	Online
Placentia	Estancia North	100	100	100	100	Costa Mesa	P (TS1)	Cobalt	EOS	Video	Yes	Bosch		Copper		Centracs	Offline
Placentia	Fairview Park East Ent.	100	100	100	100	Costa Mesa	M	Cobalt	EOS	Loops		Bosch		Copper		Centracs	Online
Red Hill	Kalmus	120	120	120	Free	Costa Mesa	P (TS1)	Cobalt	EOS	Loops	Yes	Bosch		Fiber		Centracs	Online
Red Hill	Baker	120	120	120	Free	Costa Mesa	P (TS1)	Cobalt	EOS	Video	Yes	Cohu		Fiber		Centracs	Online
Red Hill	Paularino	120	120	120	Free	Costa Mesa	P (TS1)	Cobalt	EOS	Loops	Yes			Fiber		Centracs	Offline
Sakioka	Vista Way (Enclave)	Free	Free	Free	Free	Costa Mesa	P (TS1)	820	Multisonic	Loops						Centracs	Offline
South Coast	Susan	Free	Free	Free	Free	Costa Mesa	P (TS1)	820	Multisonic	Loops				Copper		Centracs	Offline
South Coast	Metro West	Free	Free	Free	Free	Costa Mesa	P (TS1)	Cobalt	EOS	Loops				Copper		Centracs	Online
South Coast	Metro East	Free	Free	Free	Free	Costa Mesa	M	Cobalt	EOS	Loops		Bosch		Copper		Centracs	Online
South Coast	The Press	120	Free	Free	Free	Costa Mesa	P (TS2 Type 2)	Cobalt	EOS	Video	Yes		BBS	Wireless		Centracs	Online
Sunflower	Susan	130	120	130	120	Costa Mesa	P (TS1)	Cobalt	ASC/3	Loops		Bosch		Fiber		Centracs	Online
Sunflower	Wimbeldon/ Greenville	130	120	130	120	Costa Mesa	P (TS2 Type 2)	Cobalt	ASC/3	Loops				Fiber		Centracs	Online
Sunflower	Fuschia/ Raitt	130	120	130	120	Costa Mesa	P (TS2 Type 2)	Cobalt	ASC/3	Loops				Fiber		Centracs	Online

Traffic Synchronization Inventory
City of Costa Mesa

Corridor	Cross Street Intersection	Cycle Length				Maintenance Responsibility	Equipment										Status
		AM	MID	PM	WKND		Cabinet	Type	Software	Detection	Bike Detection	CCTV	Power Backup	Comm	Other ITS	ATMS	
Sunflower	Bear	130	130	130	130	Costa Mesa	P (TS1)	Cobalt	EOS	Loops		Bosch		Fiber		Centracs	Online
Sunflower	Plaza	130	110	130	110	Costa Mesa	M	Cobalt	ASC/3	Loops				Fiber		Centracs	Online
Sunflower	Park Center	130	130	130	130	Costa Mesa	P (TS1)	Cobalt	ASC/3	Loops				Fiber		Centracs	Online
Sunflower	Avenue of the Arts	130	130	130	130	Costa Mesa	P (TS1)	Cobalt	ASC/3	Loops		Bosch		Fiber		Centracs	Online
Sunflower	Sakioka/ Flower	130	130	130	130	Costa Mesa	P (TS2 Type 2)	Cobalt	ASC/3	Loops				Fiber		Centracs	Online
Sunflower	Anton	130	130	130	130	Costa Mesa	P (TS2 Type 2)	ASC/3	ASC/3	Video	Yes	Cohu		Fiber		Centracs	Online
Sunflower	Hyland	130	130	130	130	Costa Mesa	P (TS1)	Cobalt	ASC/3	Loops				Wireless		Centracs	Offline
16th	Pomona-Industrial Way	Free	Free	Free	Free	Costa Mesa	P (TS1)	820	Multisonic	Loops	Yes			Fiber		Centracs	Offline
Victoria	American	130	110	130	110	Costa Mesa	P (TS1)	Cobalt	EOS	Video	Yes			Fiber		Centracs	Online
Victoria	Valley/Pacific	130	110	130	110	Costa Mesa	P (TS2 Type 2)	Cobalt	EOS	Video	Yes	Bosch		Fiber		Centracs	Online
Victoria	Canyon	130	110	130	110	Costa Mesa	P (TS1)	Cobalt	EOS	Video	Yes	Bosch		Fiber		Centracs	Online
Victoria	National	120	95	130	Free	Costa Mesa	P (TS1)	Cobalt	EOS	Video	Yes			Fiber		Centracs	Online
Victoria	Pomona	130	110	130	110	Costa Mesa	P (TS1)	Cobalt	EOS	Loops				Fiber		Centracs	Online
Victoria	Maple	130	110	130	110	Costa Mesa	M	Cobalt	EOS	Video				Fiber		Centracs	Online
W. 19th	Wallace	100	100	100	100	Costa Mesa	P (TS2 Type 2)	Cobalt	EOS	Video	Yes			Fiber		Centracs	Online
W. 19th	Pomona	100	100	100	100	Costa Mesa	P (TS1)	Cobalt	EOS	Loops				Fiber		Centracs	Online
W. 19th	Meyer	100	100	100	100	Costa Mesa	M	Cobalt	EOS	Video	Yes			Fiber		Centracs	Online
W. 19th	Anaheim	100	100	100	100	Costa Mesa	P (TS1)	Cobalt	EOS	Video	Yes	Bosch		Fiber		Centracs	Online
W. 19th	Park	100	100	100	100	Costa Mesa	P (TS1)	Cobalt	EOS	Loops				Fiber		Centracs	Online
Wilson	Pomona	130	110	130	110	Costa Mesa	M	ASC/3	ASC/3	Loops	Yes			Copper		Centracs	Online
Wilson	Center Way	130	130	130	Free	Costa Mesa	P (TS1)	ASC/3	ASC/3	Loops	Yes			Fiber		Centracs	Online

SECTION FOUR
TRAFFIC SIGNAL SYNCHRONIZATION SYSTEM AND THREE-YEAR PLAN

3-YEAR OUTLOOK TRAFFIC SIGNAL SYNCHRONIZATION

Funding Needs for Synchronized Operation (Constrained)

Reporting Jurisdiction Expenditures: City of Costa Mesa

MAINTENANCE

PROJECT	FY23/24	FY24/25	FY25/26	TOTAL
Traffic Signal Maintenance	\$500,000	\$500,000	\$500,000	\$1,500,000
<i>Subtotal Maintenance</i>	<i>\$500,000</i>	<i>\$500,000</i>	<i>\$500,000</i>	<i>\$1,500,000</i>

CONSTRUCTION

PROJECT	FY23/24	FY24/25	FY25/26	TOTAL
Baker -Placentia-Victoria-19th Sync	\$725,000			\$725,000
W 19th St/Wallace Ave Traffic Signal	\$330,000			\$330,000
Signal Modernization for Multi-Modal Systemic Safety Improvements		\$4,340,100		\$4,340,100
<i>Subtotal Construction</i>	<i>\$1,055,000</i>	<i>\$4,340,100</i>	<i>\$0</i>	<i>\$5,395,100</i>

OPERATIONS

PROJECT	FY23/24	FY24/25	FY25/26	TOTAL
Red Hill Avenue Signal Synchronization	\$5,600	\$5,600		\$11,200
Baker -Placentia-Victoria-19th Sync	\$74,880	\$74,880	\$74,880	\$224,640
<i>Subtotal Operations</i>	<i>\$80,480</i>	<i>\$80,480</i>	<i>\$74,880</i>	<i>\$235,840</i>
	<i>\$1,635,480</i>	<i>\$4,920,580</i>	<i>\$574,880</i>	<i>\$7,130,940</i>

3-YEAR OUTLOOK TRAFFIC SIGNAL SYNCHRONIZATION

Funding Needs for Synchronized Operation (Unconstrained)

Reporting Jurisdiction Expenditures: City of Costa Mesa

MAINTENANCE

PROJECT	FY23/24	FY24/25	FY25/26	TOTAL
Traffic Signal Maintenance	\$500,000	\$550,000	\$600,000	\$1,650,000
<i>Subtotal Maintenance</i>	<i>\$500,000</i>	<i>\$550,000</i>	<i>\$600,000</i>	<i>\$1,650,000</i>

CONSTRUCTION

PROJECT	FY23/24	FY24/25	FY25/26	TOTAL
Citywide Traffic Signal Improvements			\$250,000	\$250,000
Baker -Placentia-Victoria-19th Sync	\$725,000			\$725,000
Baker – Coolidge Signal Modifications			\$40,000	\$40,000
Baker – Babb Signal Modifications	\$240,000			\$240,000
Fairview – Belfast Traffic Signal	\$600,000			\$600,000
Costa Mesa ITS Improvements (Communications, Central Sys, CCTV)			\$250,000	\$250,000
Signal Modernization for Multi-Modal Systemic Safety Improvements		\$4,340,100		\$4,340,100
Placentia Ave/20th St. HAWK Signal		\$175,000	\$175,000	\$350,000
Signal System Upgrade – Paularino, Fair, Wilson, Anton			\$300,000	\$300,000
W 19th St/Wallace Ave Traffic Signal	\$330,000			\$330,000
<i>Subtotal Construction</i>	<i>\$1,895,000</i>	<i>\$4,515,100</i>	<i>\$1,015,000</i>	<i>\$7,425,100</i>

OPERATIONS

PROJECT	FY23/24	FY24/25	FY25/26	TOTAL
Red Hill Avenue Signal Synchronization	\$5,600	\$5,600		\$11,200
Baker -Placentia-Victoria-19th Sync	\$74,880	\$74,880	\$74,880	\$224,640
Centracs Software Maintenance	\$25,000			\$25,000
<i>Subtotal Operations</i>	<i>\$105,480</i>	<i>\$80,480</i>	<i>\$74,880</i>	<i>\$260,840</i>
	\$2,500,480	\$5,145,580	\$1,689,880	\$9,335,940

LSSP IMPLEMENTATION – CANDIDATE SIGNAL SYNCHRONIZATION PROJECTS WITH ESTIMATED COSTS

Reporting Jurisdiction Expenditures: City of Costa Mesa

CORRIDOR	IMPROVEMENT SUMMARY	ESTIMATED COST
Fairview Road	Upgrade timing and replace cabinets and detection.	\$1,300,000
Bear Street	Upgrade timing existing intersections and install new cabinet for pedestrian signal.	\$600,000
Citywide	Upgrade traffic signal and provide ITS improvements.	\$1,000,000
Baker Street	Upgrade and replace cabinets and conduit for needed intersections.	\$300,000
Placentia Avenue	Install and integrate HAWK Signal.	\$175,000
Paularino-Fair-Wilson-Anton	Upgrade timing and existing traffic signals.	\$300,000
17 th Street	Upgrade timing and replace cabinets, detection.	\$400,000
W 19 th Street	Install new traffic signal at Wallace Avenue and integrate into existing traffic network.	\$330,000
TMC Upgrade	Centracs Software Maintenance Agreement for 2 Years (Centracs ATMS Upgrades and Support)	\$50,000
	Total Estimated Cost	\$4,455,000

SECTION FIVE

TRAFFIC SIGNAL SYNCHRONIZATION ASSESSMENT REVIEW AND REVISE, AS MAY BE NECESSARY, THE TIMING OF TRAFFIC SIGNALS

**Significant timing plan updates and projects completed FY
2020/2021 through 2022/2023**

Overall performance results.

The completed TSS projects have yielded improvements in traffic flow during AM, midday, PM and weekend peak hours and generally reduced delay. Tangible benefits in the following areas have been documented.

1. **Travel Time Savings** – These savings apply to automobile, truck and transit passengers, who benefit from reduced costs according to their “value of time”.
2. **Fuel Consumption Savings** – These are primarily the reduction in fuel consumption for all types of vehicles as a function of distance and time.
3. **Vehicle Maintenance Savings** – These are savings associated with the reduction in wear and tear on vehicles correlated to the reduction in number of stops.
4. **Greenhouse Gas Emission Reduction** – These are savings in Environmental related Health Costs due to reduction in greenhouse gases (CO₂ emissions).

The following corridor projects have been completed or in progress since June 2020:

- Fairview Road TSSP (Completed in 2022)
 - Upgrade timing, replace controllers, replace select cabinets, install Video Detection, install fiber optic cable, and install CCTV cameras
- Bear Street TSSP (O&M Phase)
 - Upgrade timing, replace controllers, replace select cabinets, and install fiber optic cable
- Red Hill Avenue TSSP (In Progress)
 - Upgrade timing, replace controllers, install fiber optic cable, install video detection, and install CCTV cameras
- Baker Placentia Victoria 19TH St TSSP (In Progress)
 - Upgrade timing, replace controllers, install EVP, install video detection, install CCTV cameras and implement LPI at select locations.

For the ‘In Progress’ projects, the performance results will be available in the next LSSP update.

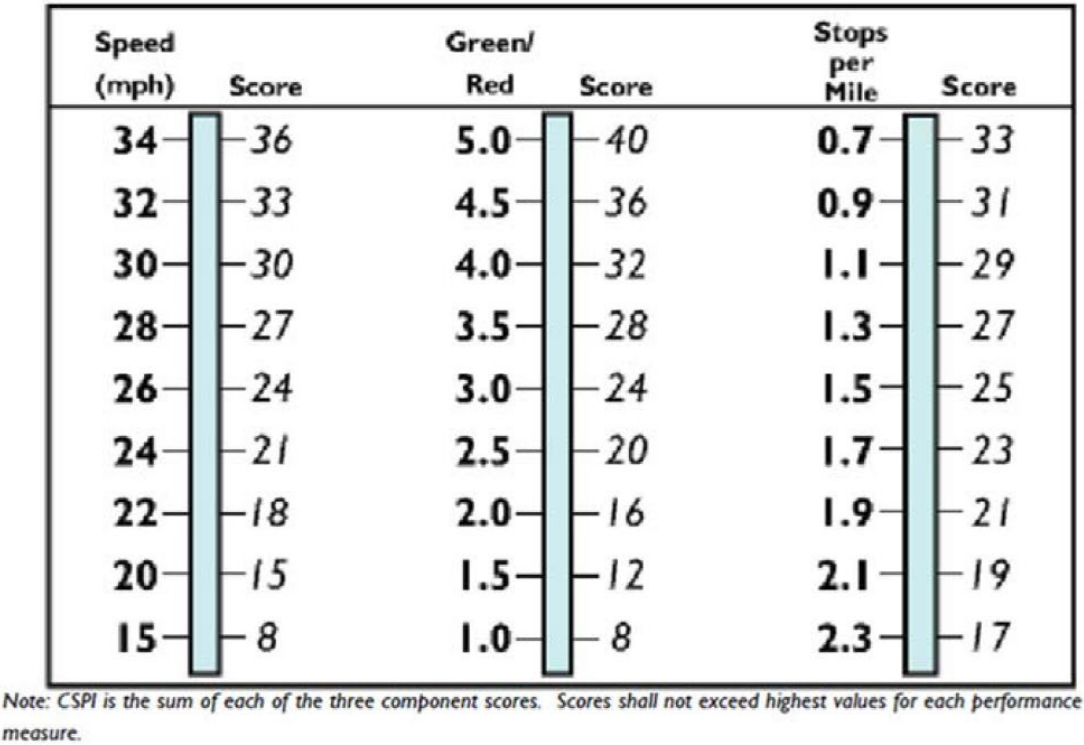
The performance results of Fairview Road and Bear Street TSSP projects are attached.

City’s approach and strategy for updating timing plans on a periodic basis.

City staff reviews timing on a quarterly basis based on observed multi-modal travel patterns, traffic counts, and capital improvement projects that involve traffic signal upgrades or roadway improvements. Hard copies of timing plans for all traffic signals are printed and archived once every year. Both basic timing parameters and coordination parameters are evaluated for consistency with timing standards set forth in the California Manual of Uniform Traffic Control Devices (CA-MUTCD). The City has implemented several traffic signal synchronization projects where signal controllers are upgraded to implement updated timing plans for all transportation modes. The City’s overall master plan is to migrate away from antiquated equipment and concurrently review and update existing timing parameters. The City’s overall plan is to implement revised timing along all major corridors for all modes of transportation through future cycles of Project P implementation.

Performance Evaluation for Corridors in the City

Performance Measure: OCTA developed Corridor Synchronization Performance Index (CSPI) to compare and prioritize corridors having different characteristics for signal synchronization. The index is obtained from data recorded during 'floating car' runs. A corridor is scored based on recorded travel parameters including average speed, number of greens made vs. number of reds stopped, and stops per mile. The sum of the scores from each of the categories gives the total of the index. A 70 is considered the baseline for good operational performance. CSPI value ranging between 50 and 69 indicates a problem generally fixable with a low-cost solutions or signal timing modification. A CSPI below 50 however, indicates a poor corridor performance thereby necessitating larger scale investigation into corridor operations. The figure below is the CSPI scoring rubric. The '2023 Corridor Operational Performance' map at the end of the plan displays the City's CSPI values.



Synchronized Corridors: As discussed earlier, traffic signal synchronization has been recently implemented along Fairview Road and Bear Street in the City.

Table 1 and Table 2 provide direction-wise CSPI for 'Before' and 'After' conditions for the Fairview Road corridor for AM, Mid-Day, and PM Weekday and Weekend Peak periods, respectively.

Table 3 and Table 4 provide the overall output statistics for the Bear Street corridor. As shown in Table 4, the 'Before' and 'After' CSPI shows an improvement in traffic operations, and project tier level is attributable to a relatively short corridor length (1.9 miles) and travel time.

Table 1: MOE and CSPI for Fairview Road 'Before' and 'After' Study Conditions (Weekday)

Period	Parameters	Average Speed (mph)		Greens per Red		Stops per Mile		Total CSPI Score		CSPI Tier	
		NB	SB	NB	SB	NB	SB	NB	SB	NB	SB
AM	Before	21.0	17.0	1.2	1.3	1.8	2.4	48.5	38.3	V	V
	After	31.4	30.5	4.7	3.8	0.7	0.8	102.6	93.5	I	I
	Improvement	50%	79%	292%	192%	61%	67%	112%	144%		
Midday	Before	25.9	25.4	2.1	2.1	1.3	1.2	68.4	67.6	III	III
	After	29.8	28.0	4.0	2.7	0.8	1.0	93.9	78.7	I	II
	Improvement	15%	10%	90%	29%	38%	17%	37%	16%		
PM	Before	14.1	20.6	0.9	1.4	2.7	1.8	33.0	49.6	V	V
	After	26.1	27.2	3.6	2.6	1.0	1.1	82.5	75.8	I	II
	Improvement	85%	32%	300%	86%	63%	39%	150%	53%		

Table 2: MOE and CSPI for Fairview Road 'Before' and 'After' Study Conditions (Weekend)

Weekend	Before	23.5	27.3	1.6	3.6	1.5	0.9	58.3	85.2	IV	I
	After	27.1	27.5	4.1	2.3	0.8	1.2	91.2	73.2	I	II
	Improvement	15%	1%	156%	-36%	47%	-33%	56%	-14%		

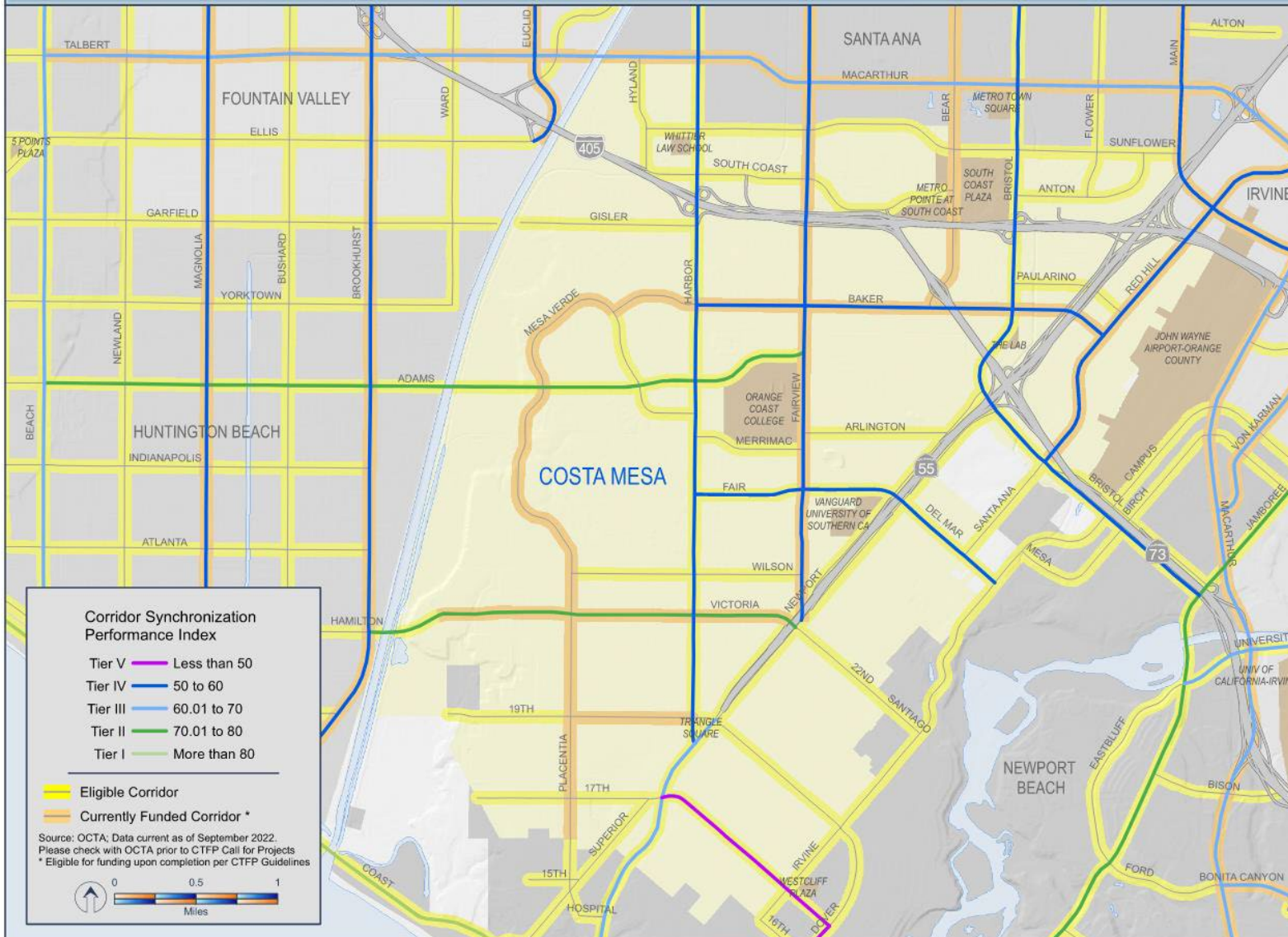
Table 3: MOE for Bear Street 'Before' and 'After' Study Conditions

Time Period Measures of Effectiveness	Bidirectional Average							
	AM		MD		PM		Weekend	
	Before	After	Before	After	Before	After	Before	After
Travel Time (min)	6.3	5.5	6.2	5.8	6.9	6.1	6.9	6.4
<i>Percent Improvement</i>	13%		7%		11%		8%	
Number of Stops	4.4	3.5	5.4	4.3	5.6	4.3	6.6	4.5
<i>Percent Improvement</i>	20%		20%		23%		32%	
Average Speed (mph)	18.7	21.2	18.5	19.8	16.7	18.8	16.7	18.2
<i>Percent Improvement</i>	13%		7%		13%		9%	
Delay (sec)	168.9	127.0	162.1	135.3	191.5	149.9	182.0	157.9
<i>Percent Improvement</i>	25%		17%		22%		13%	

Table 4: CSPI for Bear Street 'Before' and 'After' Study Conditions

Time Period	Before			After		
	NB	SB	Average	NB	SB	Average
AM	45.7	38.2	42.0	55.7	55.2	55.5
MD	38.5	37.9	38.2	43.1	46.7	44.9
PM	35.5	35.5	35.5	40.8	47.5	44.2
Weekend	35.5	35.5	35.5	41.6	41.2	41.4
CSPI	Before Project Average Score		38	After Project Average Score		46
	Level		Tier 5	Level		Tier 5

2023 Corridor Operational Performance Costa Mesa



3/22/2023 W:\Requests\POCS\SP\PA\SignalCoordination\mxd\CSPI_2023_CityMaps\CostaMesaCSPI_Projects_2023-0321.mxd



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1247

Meeting Date: 6/20/2023

TITLE:

SCHOOL CROSSING GUARD SERVICES

DEPARTMENT: PUBLIC WORKS DEPARTMENT /TRANSPORTATION
SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: JENNIFER ROSALES, TRANSPORTATION SERVICES
MANAGER, (714) 754-5343

RECOMMENDATION:

Staff recommends the City Council:

1. Approve proposed Amendment No. 3 to the Professional Services Agreement (PSA) with All City Management Services (ACMS), increasing the maximum compensation by \$25,000 for school crossing guard services for the 2022-23 school year, for a total not-to-exceed amount of \$254,027.63.
2. Authorize the City Manager and the City Clerk to execute the amendment and future authorized amendments to the Professional Services Agreement.

BACKGROUND:

ACMS has provided school crossing guard services for the City since 2001, at fifteen (15) locations adjacent to twelve (12) elementary schools. The City entered into its current agreement with ACMS on August 1, 2019 (Attachment 2). The agreement had an initial term ending on July 31, 2022, with the option to renew for up to two (2) terms of one (1) year each. The Acting City Manager authorized the first renewal, extending the term of the agreement through July 31, 2023. On September 19, 2022, Amendment No. 2 (Attachment 3) was authorized by the Acting City Manager to increase the Contractor's compensation per the current agreement with ACMS based on an increase to the Consumer Price Index (CPI) for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area.

During its regular meeting on June 7, 2022, the City Council added a school crossing guard to be stationed at College Park Elementary School as part of the FY 2022-23 budget adoption at the cost of \$15,000.

ANALYSIS:

The school crossing guard at College Park Elementary has been added to the school crossing guard services provided to the City by ACMS and has been in place since the beginning of the 2022-23 school year.

Staff requests increasing the maximum compensation to the ACMS agreement for the approved \$15,000 for the additional school crossing guard for College Park Elementary School.

Staff also requests approval of an additional increase of \$10,000 to the annual contract cost for additional services on an as-needed basis, such as summer programs, for future fiscal years.

ALTERNATIVES:

One alternative is to not approve Amendment No. 3 to the Professional Services Agreement with ACMS. However, this will result in a loss of crossing guard services during the FY 23-24 school year since the contract maximum for FY 22-23 would be exceeded.

FISCAL REVIEW:

The cost for the additional school crossing guard in the amount of \$15,000 was approved during the FY 22-23 budget adoption. The additional requested increase for as-needed services will be funded from the department's operating budget when additional services are requested.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report, prepared the proposed amendment and approves them 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 proposed Amendment No. 3 (Attachment 1) to the Professional Services Agreement (PSA) with All City Management Services (ACMS), increasing the maximum compensation by \$25,000 for school crossing guard services for the 2022-23 school year, for a total not-to-exceed amount of \$254,027.63.
2. Authorize the City Manager and the City Clerk to execute the amendment and future authorized amendments to the Professional Services Agreement.

**AMENDMENT THREE TO
PROFESSIONAL SERVICES AGREEMENT
ALL-CITY MANAGEMENT SERVICES, INC.**

This Amendment Three ("Amendment") is made and entered into this 20th day of June, 2023 ("Effective Date"), by and among the CITY OF COSTA MESA, a municipal corporation ("City") and ALL-CITY MANAGEMENT SERVICES, INC., a California corporation ("Contractor").

WHEREAS, City and Contractor entered into an agreement dated August 1, 2019 for school crossing guard services (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of three (3) years, with the option to extend the Agreement for 2 additional 1-year periods; and

WHEREAS, on July 31, 2022, City and Contractor exercised the first option and extended the term through July 31, 2023 through Amendment Number One; and

WHEREAS, on September 19, 2022, City and Contractor entered into Amendment Number Two adjusting Contractor's compensation according to the Consumer Price Index; and

WHEREAS, during its regular meeting on June 7, 2022, the City Council added a school crossing guard to be stationed at College Park Elementary School as part of the budget adoption; and

WHEREAS, City and Contractor now desire to execute the second and final option to extend the term and to adjust the maximum compensation to address the additional crossing guard.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Commencing on the Effective Date of this Amendment, Contractor's compensation shall not exceed Two Hundred Fifty-Four Thousand Twenty-Seven Dollars and Sixty-Three Cents (\$254,027.63).
2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.
3. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.
4. This Amendment 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 together with this Amendment Number Two and Amendment Number One.

ATTACHMENT 1

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

CONTRACTOR

Consultant

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 CONTENT:

Jennifer Rosales
Project Manager

Date: _____

ATTACHMENT 1

DEPARTMENT APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

APPROVE AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
ALL-CITY MANAGEMENT SERVICES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of August, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ALL-CITY MANAGEMENT SERVICES, INC., a California corporation ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide school crossing guard services, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference. Contractor shall provide said services commencing with the start of the Fall 2019 school semester through the conclusion of the 2021-2022 school session.

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee

Schedule"). Contractor's total compensation for each year of the Agreement shall be as follows:

- a. For the first year of the term, Contractor's compensation shall not exceed One Hundred Eighty Thousand Four Hundred Eighty-Five Dollars (\$180,485.00).
- b. For the second year of the term, Contractor's compensation shall not exceed One Hundred Ninety-Four Thousand Nine Hundred Fifty Dollars (\$194,950.00).
- c. For the third year of the term, Contractor's compensation shall not exceed Two Hundred Ten Thousand Eight Hundred Ninety-One Dollars (\$210,891.00).
- d. If City and Contractor desire to exercise the extension options set forth herein, Contractor's maximum compensation for each extension period may be increased based on an increase to the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim Area. The adjustment will be determined using the June index of the current year and the June index for the preceding year.

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

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on July 31, 2022, 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 Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury

and property damage.

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

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the

indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONTRACTOR:

All City Management Services
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
Tel: (800) 540-9290 ext. 102
Attn: Demetra Farwell

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5180
Attn: Jennifer Rosales

Courtesy copy to:

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

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

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

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

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

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect. Without limiting the foregoing indemnification obligations, in the event that a court determines joint or concurrent negligence or fault of the Contractor and City, their officers, agents or employees, liability, if any, shall be apportioned comparatively in accordance with the laws of the State of California, with each party bearing the proportionate share of liability attributable to that party's negligence or fault. The parties agree that the determination of each party's respective fault shall be delayed until after the resolution of the underlying claim or claims.

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

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

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

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

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

furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

6.17. Prohibited Employment. Contractor 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. No Third Party Beneficiary Rights. This Agreement is entered into for the sole

benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. 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.

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

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

6.24. 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.

6.25. 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.

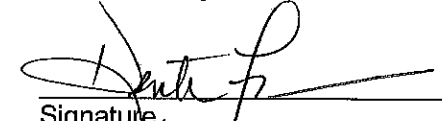
6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

[Signatures appear on following page.]

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

CONTRACTOR



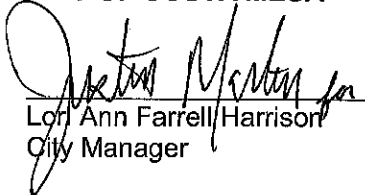
Signature
Demetra Fanelle, Secretary

[Name and Title]

Date: 8/19/19
95-3971517

Social Security or Taxpayer ID Number


CITY OF COSTA MESA



Lori Ann Farrell Harrison
City Manager

Date: 8/30/19


ATTEST:



Brenda Green
City Clerk




APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 8/28/19

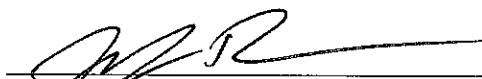
APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 8/23/19

APPROVED AS TO CONTENT:



Jennifer Rosales
Project Manager

Date: 8/26/19

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Raja Sethuraman
Public Services Director

Date: 8/27/19

APPROVED AS TO PURCHASING:

Kelly Telford
✓ Kelly Telford
Finance Director

Date: 8/23/19

EXHIBIT A
SCOPE OF WORK

**SCOPE OF WORK
FOR
SCHOOL CROSSING GUARD SERVICES**

Contractor agrees to provide Crossing Guard Services to the City of Costa Mesa by safely conducting school children across the roadway, within a marked crosswalk.

A. Employees and Service Hours

1. Contractor shall ensure that sufficient personnel are available to provide this service at locations and during hours to be determined by the City of Costa Mesa.
2. City shall provide to Contractor with a schedule indicating all of the designated crossing locations and the hours that Contractor is to provide Crossing Guard Services at each location. This schedule is subject to change upon thirty (30 days' written notice to Contractor; except that at the discretion of City, one of more Crossing Guards may be moved from one designated crossing location to another to immediately stand in for one or more absentee Crossing Guards. The Contractor shall provide Crossing Guards' Services at the designated locations and hours on all days on which the designated schools in the City of Costa Mesa are in session.
3. Contractor shall also maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location.
4. The City shall have the sole and exclusive right to determine the hours and locations when and where guards shall be furnished by the Contractor. The Contractor shall notify the City in writing of Contractor's request to change the hours of work or locations. The City further has the sole and exclusive right to add to, delete from, or revise the work schedule and/or locations at any time.

B. Employee Selection Procedure

1. Background investigation: Pursuant to Education Code § 45125.1, Contractor shall have background investigations performed of all applicants being considered for hire or, for employees who have not previously submitted fingerprints, who will work as a Crossing Guard under this Agreement. The background investigation shall include, but not be limited to, verification that each individual who will work as a Crossing Guard under this Agreement is not a felon, has no dangerous criminal history, nor has been prosecuted for sex or drug related offenses.
2. Effective communication skills: Each individual who will work as a Crossing Guard under this Agreement shall be able to effectively communicate in English, both verbally and in written form.
3. Physical and mental health: Each individual who will work as a Crossing Guard under this Agreement must be in good physical and mental health.

C. Site Supervision

1. Contractor shall provide one (1) site supervisor ("Site Supervisor") to supervise all personnel in the performance of this Agreement. The Site Supervisor shall participate in all training programs provided by Contractor. Said training shall be substantially

similar to that of the Crossing Guards, except that the Site Supervisor's training shall include instruction in time keeping, report writing and supervisory techniques.

2. The Site Supervisor shall also be responsible for recruiting and training personnel, overseeing the scheduling for all crossing locations, conducting safety inspections, coordinating safety assemblies and responding to and remedying any problems and complaints.
3. The Site Supervisor shall visit each site under his/her supervision at least three (3) times a week and each school participating in the program at least once a month.

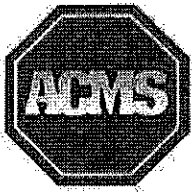
D. Management Report

1. Contractor shall submit a management report to City's Department of Public Services, Transportation Services Division each month, reflecting the activities in the program during the previous month. This report will include, but not be limited to, the following items:
 - a. Time summary sheet reflecting sites worked, days and hours worked and identification of personnel working (regular and alternate guards).
 - b. Program related matters, including:
 - i. Problems and recommended solutions.
 - ii. Incidents and activities involving Crossing Guards and program personnel.
 - iii. Special programs held at schools.

E. Performance

1. Each year, participating schools will be asked to evaluate Contractor's performance. Contractor shall forward a copy of each evaluation to City with the next regular monthly management report, but no later than July 1 of that year. The evaluation shall include a critique of the Crossing Guards including, their appearance, attitude, punctuality, ability to communicate and interact with the children and overall performance. The participating schools' responses the evaluation will be closely analyzed by City and may be grounds for termination of the Agreement. City will require immediate remedial action on any ratings that are less than satisfactory.
2. The Crossing Guard personnel shall also be evaluated on an annual basis by the Site Supervisor. The evaluations will serve as a tool to inform the individual Crossing Guards as to areas of superior or acceptable performance, areas of needed improvement and the steps to take to ensure that the necessary improvement occurs.
3. Meetings will be held twice a year between City's representative and the Site Supervisor to evaluate and discuss the ongoing program. During each meeting, a review will be made of any incidents or problems that have occurred during the program year.
4. To ensure that the Site Supervisor is effectively performing his/her duties, City's representative may, from time to time, monitor the Site Supervisor's activities and conduct site audits. The site audit may include visitation of sites and review of the daily reports completed by the Site Supervisor.

EXHIBIT B
CONTRACTOR'S PROPOSAL



ALL CITY MANAGEMENT SERVICES

March 25, 2019

City of Costa Mesa
Office of City Clerk
RFP No. 19-09 School Crossing Guard Services
77 Fair Drive, Costa Mesa, CA 92628

Dear Ms. Green:

On behalf of All City Management Services, Inc. (ACMS), I would like to express our sincere appreciation for the potential opportunity to continue to serve the City of Costa Mesa Crossing Guard Program. We are proud to have managed the School Crossing Guard program for the City of Costa Mesa for the last 18 years.

We have received the Request For Proposal with services to begin on or around September 3, 2019. I have reviewed the Scope of Work and Sample Professional Service Agreement and agree to have the terms and conditions set forth with exception of: Indemnity language used in Service Agreement; Item 6.9 - Indemnification and Hold Harmless. If selected, we will request modification to the language used.

We also have concerns with Professional Liability listed under Insurance 5.1 Section D. This type of insurance is a non-standard for our industry and results in an unnecessary expense to the City. This type of coverage is usually required for true professional services such as; design, engineering, architecture, construction, legal and medical. We request this requirement be waived. Please see our attached response which includes pricing with and without Professional Liability Insurance.

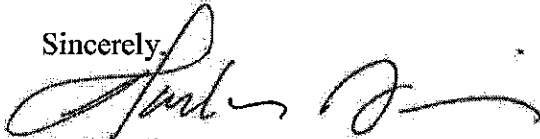
Our goal is simple, to continue to relieve the City of Costa Mesa of the day to day responsibilities of managing a Crossing Guard Program. As your full services contractor, we have assumed complete responsibility for the day to day operations of the Costa Mesa Crossing Guard program. This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision and management of the program.

We maintain local supervision, alternate guards, a paging system and a 24 hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We also establish communication with each school to ensure proper scheduling.

We have become the nation's largest provider of private crossing guards as a result of our singular focus to this industry as well development of benchmark training. This includes our **"Employee Handbook for School Crossing Guards"** which details our Job Requirements, the initial and ongoing Training we provide, including our Site Evaluations, our Rules of Conduct, Crossing Guard of the Year recognition and the Certification Requirements for all ACMS Crossing Guards.

We are certainly excited about the possibility of again providing Crossing Guard services for the City of Costa Mesa. If you have any questions, please feel free to contact me at 800 540-9290

Sincerely,

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

Harlan Sims

Director of Marketing

harlan@thecrossingguardcompany.com



**VENDOR APPLICATION FORM
FOR
RFP NO. 19-09
SCHOOL CROSSING GUARD SERVICES**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: All City Management Services, Inc.

Contact Person for Agreement: Demetra Farwell

Corporate Mailing Address: 10440 Pioneer Blvd., Suite 5

City, State and Zip Code: Santa Fe Springs, CA 90670

E-Mail Address: demetra@thecrossingguardcompany.com

Phone: 800 540 9290 Ext. 102

Fax: 310 202 8325

Contact Person for Proposals: Harlan Sims

Title: Director of Marketing

E-Mail Address: harlan@thecrossingguardcompany.com

Business Telephone: 800 540 9290 Ext. 105

Business Fax: 310 202 8325

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

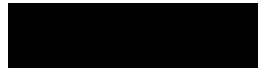
☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
<u>Baron Farwell</u>	<u>Owner/General Manager</u>	<u>800 540 9290 Ext. 118</u>
<u>Demetra Farwell</u>	<u>Corporate Secretary</u>	<u>800 540 9290 Ext. 102</u>
<u> </u>	<u> </u>	<u> </u>
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Federal Tax Identification Number:



City of Costa Mesa Business License Number:

50571

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

City of Costa Mesa Business License Expiration Date:

September 30, 2019

Project Summary

1. All City Management Services, Inc. will provide Crossing Guard services for the City of Costa Mesa for a three (3) year period; to commence on: the start of fall 2019 school semester, ending on the conclusion of the 2021-2022 school session.
2. ACMS will provide eighteen (18) personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. ACMS will ensure that sufficient personnel are available to provide this service at locations and during hours to be determined by the City.
3. Crossing Guard Services shall be provided by ACMS at designated locations, identified by the City of Costa Mesa and ACMS shall provide coverage at the school crossings as required. ACMS shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate City personnel.
4. ACMS and all persons who are employed for assignment to this contract shall undergo background checks to ensure they have not been convicted of any offense involving moral turpitude, any felony, crimes against children or has a dangerous criminal history. ACMS understands no one who has been prosecuted for sex or drug related offenses will be hired as a crossing guard.
5. ACMS designated Trainer will conduct training for Crossing Guards. ACMS shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties ACMS and employees of the ACMS shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.
6. ACMS understands all crossing guards shall also receive training pertaining to general traffic safety for pedestrians, motorist and themselves while serving as crossing guards. They will maintain order among children assembled, make children aware of the elements of traffic safety and report license plate numbers of drivers violating traffic laws.
7. ACMS employees shall work to the highest professional standards and act in a courteous, respectable manner and shall conduct themselves in a manner that is befitting a public servant. They shall present a professional appearance, that is neat, clean, well-groomed and be properly uniformed.

8. ACMS shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. The apparel must be appropriate for weather conditions.
9. ACMS shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this agreement. ACMS Supervisor shall visit each site under their supervision at least three (3) times a week and each school participating in the program at least once a month.
10. ACMS shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement. ACMS shall provide for its employees a 24-hour answering service and shall establish its own call-out procedures and this information shall be included in proposal.
11. ACMS shall submit a management report to the City's Department of Public Services, Transportation Services Division each month.
12. Annually Schools will evaluate ACMS performance and ACMS will forward a copy of each evaluation to City no later than July 1st of that year.
13. ACMS will meet with City representatives at least twice a year to evaluate and discuss the ongoing program and review any incidents or problems that have occurred during the year.

Approach and Management Plan

ACMS employs a Team Concept of management which results in efficient field operations as well as providing a multifaceted response to potential problems. The Vice President of Operations and Regional Manager work together (with input from City of Costa Mesa) to establish specific program objectives and expectations. These Senior Managers then work directly with your Regional Manager and Area Supervisor to implement the management plan.

The Regional Manager along with your local Area Supervisor; has responsibility for the direct management of the Crossing Guards and together they will continue to ensure City of Costa Mesa operational expectations are met. Standards and expectations are communicated to Crossing Guards personally by their local supervisor so as to allow the employee a better understanding of the decision-making process. This helps reduce confrontational attitudes by establishing and enhancing the common goal of providing for the safety of school children.

Crossing Guard performance and compliance with safety standards will continue to be accomplished through regular site visits by the local Area Supervisor and Regional Manager. In addition to verbal training and counseling, these managers are supported by the use **Field Training Check Lists, Field Training Cards, Site Performance Evaluations**, independent Field Observations and a professionally produced Crossing Guard Safety DVD. Reports of satisfactory completion of all levels of training and ongoing safety reviews will be summarized and available to the City of Costa Mesa representative.

Department of Justice background checks will be completed on all potential employees as allowed by California state law and Pursuant to Education Code 45125.1. Successful completion of the background check and Social Security verification via E-Verify is required prior to the employee being hired.

After pre hire screening ACMS may conduct random field testing for drugs and or alcohol when use is suspected or at the discretion of management.

ACMS has a strict policy on Drug and Alcohol abuse. This policy is included in our Employee Manual.

Internal minimum passing standards along with City of Costa Mesa established standards would prevent any person from working as a Crossing Guard for the program who has been convicted of any felony, a crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct in violation of California Penal Code or which requires registration under California Penal Code
- Conduct which requires registration under California Health and Safety Code;

- Any offense involving the use of force or violence upon another person;
- Any offense involving theft, fraud, dishonesty or deceit;
- Any offense involving the manufacture, sales, possession or use of a controlled substance
- Conspiracy or attempt to commit any of the aforementioned offenses.
- Any registered sex offender or narcotics offender.

Summary reports of background clearance on employees within the City of Costa Mesa Crossing Guard program will be regularly available to the City.

ACMS will investigate all public complaints concerning crossing guard services. All incidents shall be reported to City within two (2) hours to advise the nature of complaint. ACMS shall furnish a written report within five (5) business days after the date of the incident, which includes the course of action/remedy/resolution of said complaint.

Communications with individual school sites is facilitated by the Area Supervisors. Personal visits are made regularly (once per month) to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year. Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed making contact information effectively available to all staff. The email address of the Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. These staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.

Recruitment and Staffing

ACMS Managers will continue to assess the **staffing** needs of the City of Costa Mesa on an ongoing basis. We will focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **recruitment** of new Crossing Guards. As a part of our Staffing strategy we encourage a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites is one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- ◆ Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards
- ◆ We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.
- ◆ Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of insuring the safety of children by our presence. As such, we cannot allow the children's safety to be compromised by failing to call or show for duty.

Supervisor Teams – City of Costa Mesa would benefit from our presence in nearby cities such as: Laguna Niguel, Laguna Beach, Lake Forest, Solana Beach, Santa Ana, Garden Grove, Huntington Beach, Newport Beach and Orange County Sheriff's among others. Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together. This cooperative effort allows them to share alternate guards with each other, if needed. This has resulted in alternates guards getting more hours as they are "shared" with other Supervisors. Consequently, we are able to retain a more stable group of alternate guards.

Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 33 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the ***"Employee Handbook for School Crossing Guards"*** and are shown the professionally produced training DVD, ***"Crossing Guard Safety"***. The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employee's progress is closely noted on the detailed steps outlined on the **Field Training Check List** to ensure the employees' field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory and kinesthetic learner. While the classroom setting is expected to require approximately one hour and the field training approximately two hours, it's important to note that the low ratio of students to trainer allows for accurate assessments of the employees readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing of a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary (the **Site Performance Evaluation**). Additionally, all new employees are required to carry and regularly refer to the **Field Training Cards**. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18" STOP/STOP paddle
- Picture Identification Card with emergency contact information
- Company-issued cap or visor with corporate logo
- Whistle for emergency alert to vehicles and pedestrians
- High-visibility ANSI II compliant wind-breaker jacket

**City of Costa Mesa
Crossing Guard Program
(Estimated) Implementation Schedule / Major Milestones**

Contractor Notification (unofficial)	May 20, 2019
City Council Approval	June 3
City of Costa Mesa/ACMS Planning Meeting (Costa Mesa Department of Public Services; Transportation Services, ACMS Team)	Week of June 17
Contract and Insurance complete (Final Terms agreed to)	July 2
ACMS Training Review Meeting(s) with current crossing guards, substitutes (Assignments / schedules confirmed equipment delivered to guards)	Aug. 1
School designees re-contacted and Monthly Status Meetings agreed to	Aug. 6 - 20
Additional Training/Equipment needs delivered	Aug. 13 -17
Guards re-contacted for assignment readiness	Aug. 20 -27
Guards on site / Area Supervisor in field	Sept. 3
Bi-Annual Meeting with City of Costa Mesa / ACMS Team to evaluate and discuss the ongoing program and any incidents or problems that have occurred during year	Dec. 16
Bi-Annual Meeting with City of Costa Mesa / ACMS Team to evaluate and discuss the ongoing program and any incidents or problems that have occurred during year	June 8, 2020

Corporate Disclosure Information

All City Management Services, Inc.
Incorporated in California on May 6, 1985

Corporate Office (Since 2011)
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
Phone: 310 202 8284 Fax: 310 202 8325
<https://thecrossingguardcompany.com>

Monday – Friday from 8:00AM – 5:30PM
If after these hours our 24 hour number is 877 363 2267

Owner and Officer

Baron Farwell, General Manager
Phone 310 202 8284
baron@thecrossingguardcompany.com

Demetra Farwell, Corporate Secretary
Phone: 310 202 8284 Ext. 102
demetra@thecrossingguardcompany.com

Direct Contact Information

Patricia Pohl, Vice President of Operations
Phone: 310 877 7045
pat@thecrossingguardcompany.com

Harlan Sims, Director of Marketing
Phone: 310 202 8284 Ext. 105
Harlan@thecrossingguardcompany.com

Lis Thomas, Payroll Manager
Phone: 310 202 8284 Ext. 109
liz@thecrossingguardcompany.com

Noel Concha, (Interim) Finance Director
Phone: 310 202 8284 Ext. 110
noel@thecrossingguardcompany.com

Qualifications and Experience

All City Management Services, Inc. (ACMS) Serving over 250 cities, counties and school districts, we have successfully privatized and exclusively provided Crossing Guard services for over 33 years. ACMS currently employs over 6,000 Crossing Guards who are supported and managed by locally assigned Area Supervisors and second level management. We have experience managing small programs, mid-size programs and large programs in excess of 200 crossing guards.

While the size of our Company reflects our broad-based knowledge and success in the industry, we understand that each agency, school district and community we serve comes with their own set of specific requirements and challenges.

Our ability to operate and manage the City of Costa Mesa Crossing Guard program is supported by our success as your current service provider and with programs in Southern California, as well as similar programs in Northern California and in 19 other states. Examples of the many clients we serve in Southern California include; City of Newport Beach, City of Huntington Beach, City of Laguna Niguel, City of Laguna Beach, City of Lake Forest, City of Santa Ana, City of Garden Grove, City of Fullerton, City of Cypress, City of La Palma, City of Buena Park, City of Solana Beach, Newport Mesa School District, Orange County Sheriff's and Los Angeles County Office of Education, among others.

We are very proud to announce; ACMS performance standards and training procedures have been integrated into the model for California Safe Routes to School Crossing Guard Guidelines.

Another defining component that distinguishes ACMS as the industry leader is our focus on providing School Crossing Guard services. This singular area of service enables all of our resources to be devoted to the development and delivery of programs that provide exceptionally high safety standards and client satisfaction.

It should be noted that ACMS has never lost a client agency due to the level of service provided.

EXHIBIT C
FEE SCHEDULE

City of Costa Mesa
RFP No. 19-09
SCHOOL CROSSING GUARD SERVICES

Without Professional Liability

Year 1 Not to Exceed \$180,485.00
Year 2 Not to Exceed \$194,950.00
Year 3 Not to Exceed \$210,891.00
3 Year Total Lump Sum Fee \$586,326.00

With Professional Liability

Year 1 Not to Exceed \$182,729.00
Year 2 Not to Exceed \$197,312.00
Year 3 Not to Exceed \$213,489.00
3 Year Total Lump Sum Fee \$593,530.00

Year 1: 2019/2020 School Year				
Site #	Name of School	Intersections	Daily Hours	Hourly Rate
1	Califorinia Elem. & TeWinkle Middle	California/Gisler	2.92 M, T, Th, F 3.92 Wed	\$18.00
2	Kaiser Elementary	Rose/Santa Ana	1.67	\$18.00
3	Kaiser Elementary	21st/Santa Ana	1.67	\$18.38
4	Kaiser Elementary	22nd/Santa Ana	1.67	\$18.38
5	Killybrooke Elementary	Killybrokke/Stonefield	1.83	\$18.38
6	Mariners Elementary	Irvine/Magnolia	1.75	\$18.00
7	Mariners Elementary	Irvine/Magnolia	1.75	\$18.00
8	Newport Heights Elementary	Palmer/Santa Ana	1.92	\$18.38
9	Paularino Elementary	Coolridge/Paularino	1.75	\$18.38
10	Pomona Elementary	Hamilton/Pomona	1.75	\$18.00
11	Pomona Elementary	Hamilton/Pomona	1.75	\$18.00
12	Rea Elementary	Hamilton/Meyer	2	\$18.38
13	Victoria Elementary	America/Victoria	1.5	\$18.38
14	Wilson Elementary	Placentia/Wilson	1.75	\$18.00
15	Wilson Elementary	Placentia/Wilson	1.75	\$18.38
16	Whittier Elementary	Placentia/West 18th	1.75	\$18.00
17	Whittier Elementary	Monrovia/West 18th	1.5	\$18.38
18	Woodland Elementary	21st/Garden	1.92	\$18.38
Year 1: 2019/2020 School Year Hourly Billing Rate w/out Professional Liability Insurance				\$30.57
Year 1: 2019/2020 School Year Hourly Billing Rate WITH Professional Liability Insurance				\$30.95
Total Annual Hours				5,904
Year 1: 2019/2020 School Year Not to Exceed Total w/out Professional Liability Insurance				\$180,485.00
Year 1: 2019/2020 School Year Not to Exceed Total WITH Professional Liability Insurance				\$182,729.00

Year 2: 2020/2021 School Year

Site #	Name of School	Intersections	Daily Hours	Hourly Rate
1	Califorinia Elem. & TeWinkle Middle	California/Gisler	2.92 M, T, Th, F 3.92 Wed	\$19.50
2	Kaiser Elementary	Rose/Santa Ana	1.67	\$19.50
3	Kaiser Elementary	21st/Santa Ana	1.67	\$19.88
4	Kaiser Elementary	22nd/Santa Ana	1.67	\$19.88
5	Killybrooke Elementary	Killybrokke/Stonefield	1.83	\$19.88
6	Mariners Elementary	Irvine/Magnolia	1.75	\$19.50
7	Mariners Elementary	Irvine/Magnolia	1.75	\$19.50
8	Newport Heights Elementary	Palmer/Santa Ana	1.92	\$19.88
9	Paularino Elementary	Coolridge/Paularino	1.75	\$19.88
10	Pomona Elementary	Hamilton/Pomona	1.75	\$19.50
11	Pomona Elementary	Hamilton/Pomona	1.75	\$19.50
12	Rea Elementary	Hamilton/Meyer	2	\$19.88
13	Victoria Elementary	America/Victoria	1.5	\$19.88
14	Wilson Elementary	Placentia/Wilson	1.75	\$19.50
15	Wilson Elementary	Placentia/Wilson	1.75	\$19.88
16	Whittier Elementary	Placentia/West 18th	1.75	\$19.50
17	Whittier Elementary	Monrovia/West 18th	1.5	\$19.88
18	Woodland Elementary	21st/Garden	1.92	\$19.88
Year 2: 2020/2021 School Year Hourly Billing Rate w/out Professional Liability Insurance				\$33.02
Year 2: 2020/2021 School Year Hourly Billing Rate WITH Professional Liability Insurance				\$33.42
Total Annual Hours				5,904
Year 2: 2020/2021 School Year Not to Exceed Total w/out Professional Liability Insurance				\$194,950.00
Year 2: 2020/2021 School Year Not to Exceed Total WITH Professional Liability Insurance				\$197,312.00

Year 3: 2021/2022 School Year

Site #	Name of School	Intersections	Daily Hours	Hourly Rate
1	Califorinia Elem. & TeWinkle Middle	California/Gisler	2.92 M, T, Th, F 3.92 Wed	\$21.00
2	Kaiser Elementary	Rose/Santa Ana	1.67	\$21.00
3	Kaiser Elementary	21st/Santa Ana	1.67	\$21.38
4	Kaiser Elementary	22nd/Santa Ana	1.67	\$21.38
5	Killybrooke Elementary	Killybrokke/Stonefield	1.83	\$21.38
6	Mariners Elementary	Irvine/Magnolia	1.75	\$21.00
7	Mariners Elementary	Irvine/Magnolia	1.75	\$21.00
8	Newport Heights Elementary	Palmer/Santa Ana	1.92	\$21.38
9	Paularino Elementary	Coolridge/Paularino	1.75	\$21.38
10	Pomona Elementary	Hamilton/Pomona	1.75	\$21.00
11	Pomona Elementary	Hamilton/Pomona	1.75	\$21.00
12	Rea Elementary	Hamilton/Meyer	2	\$21.38
13	Victoria Elementary	America/Victoria	1.5	\$21.38
14	Wilson Elementary	Placentia/Wilson	1.75	\$21.00
15	Wilson Elementary	Placentia/Wilson	1.75	\$21.38
16	Whittier Elementary	Placentia/West 18th	1.75	\$21.00
17	Whittier Elementary	Monrovia/West 18th	1.5	\$21.38
18	Woodland Elementary	21st/Garden	1.92	\$21.38
Year 3: 2021/2022 School Year Hourly Billing Rate w/out Professional Liability Insurance				\$35.72
Year 3: 2021/2022 School Year Hourly Billing Rate WITH Professional Liability Insurance				\$36.16
Total Annual Hours				5,904
Year 3: 2021/2022 School Year Not to Exceed Total w/out Professional Liability Insurance				\$210,891.00
Year 3: 2021/2022 School Year Not to Exceed Total WITH Professional Liability Insurance				\$213,489.00

EXHIBIT D
CERTIFICATES OF INSURANCE

EXHIBIT E
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.

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
WITH
ALL-CITY MANAGEMENT SERVICES, INC.**

This Amendment Number One ("Amendment") is made and entered into as of July 31, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ALL-CITY MANAGEMENT SERVICES, INC., a California corporation ("Contractor").

WHEREAS, City and Contractor entered into an agreement dated August 1, 2019 for Contractor to provide school crossing guard services (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of three (3) years, with the option to extend the Agreement for two (2) additional one (1) year periods; and

WHEREAS, City and Contractor desire to extend the term for one (1) year, through July 31, 2023; and

WHEREAS, City and Contractor intend and desire that this Amendment be effective retroactive to the Effective Date.


NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This Amendment shall be effective retroactive to the Effective Date.
2. The term of the Agreement shall be extended through July 31, 2023.
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
5. This Amendment 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.

[Signature page follows.]

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

CONTRACTOR


Signature

Date: _____

Name and Title

CITY OF COSTA MESA


Daniel Stefano
Acting City Manager


Date: 9/16/2022

ATTEST:

Brenda Green 9/20/2022
Brenda Green
City Clerk



APPROVED AS TO FORM:


Kimberly Hall Barlow
City Attorney

Date: 9/12/22

APPROVED AS TO INSURANCE:


Ruth Wang
Risk Management

Date: 9/9/22

APPROVED AS TO CONTENT:


Jennifer Rosales
Project Manager

Date: 9/9/22

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Works Director

Date: 9-9-22

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: 9/8/22

**AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT
WITH
ALL-CITY MANAGEMENT SERVICES, INC.**

This Amendment Number Two ("Amendment") is made and entered into as of September 19, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ALL-CITY MANAGEMENT SERVICES, INC., a California corporation ("Contractor").

WHEREAS, City and Contractor entered into an agreement dated August 1, 2019 for Contractor to provide school crossing guard services (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of three (3) years, with the option to extend the Agreement for two (2) additional one (1) year periods; and

WHEREAS, City and Contractor extended the term through July 31, 2023 through Amendment Number One to the Agreement, dated July 31, 2022; and

WHEREAS, Section 2.1(d) of the Agreement provides that Contractor's compensation during each extension period may be increased based on an increase to the Consumer Price Index for All Urban Consumers ("CPI") for the Los Angeles-Long Beach-Anaheim area and that the adjustment will be determined using the June index for the current year and the June index for the preceding year; and

WHEREAS, the CPI increase from June 2021 to June 2022 for the Long Angeles-Long Beach-Anaheim area was 8.6%; and

WHEREAS, City and Contractor have agreed to increase Contractor's compensation based on the CPI increase; and

WHEREAS, City and Contractor desire to set forth Contractor's hourly rate and maximum compensation accordingly.

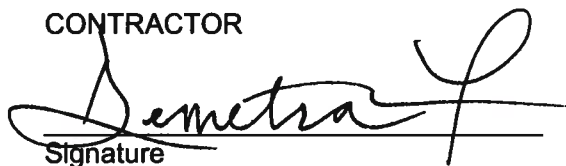
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Commencing on the Effective Date of this Amendment, City agrees to pay Contractor at a rate of \$39.04 per hour.
2. For the period commencing August 1, 2022 and ending July 31, 2023, Contractor's compensation shall not exceed Two Hundred Twenty-Nine Thousand Twenty-Seven Dollars and Sixty-Three Cents (\$229,027.63).
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

5. This Amendment 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.

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

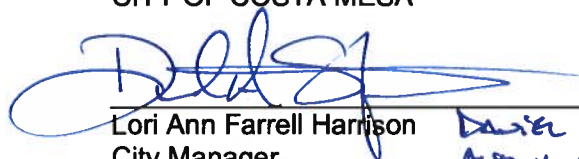
CONTRACTOR


Signature

Date: 9/22/22

Demetra Farwell, corporate secretary
Name and Title

CITY OF COSTA MESA


Lori Ann Farrell Harrison
City Manager

Date: 10/11/2022

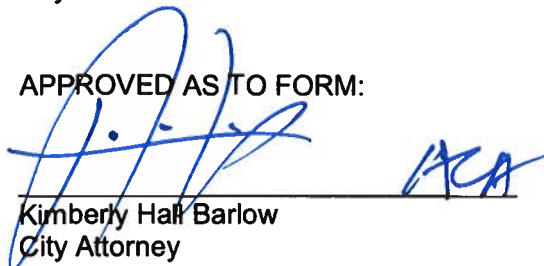
Daniel A. Sterling
Acting City Manager

ATTEST:

Brenda Green 10/12/2022
Brenda Green
City Clerk



APPROVED AS TO FORM:


Kimberly Hall Barlow
City Attorney


Date: 10/10/22

APPROVED AS TO INSURANCE:


Ruth Wang
Risk Management

Date: 10/4/22

APPROVED AS TO CONTENT:


Jennifer Rosales
Project Manager

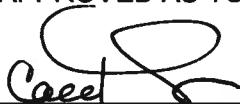
Date: 10/3/22

DEPARTMENTAL APPROVAL:


Raja Sethuraman
Public Works Director

Date: 10-4-22

APPROVED AS TO PURCHASING:


Carol Molina
Finance Director

Date: 9/30/22



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1255

Meeting Date: 6/20/2023

TITLE:

**PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL PUBLIC WORKS/ ENGINEERING
STAFF SUPPORT SERVICES**

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 Kabbara Engineering for a three-year period starting on July 1, 2023, with two one-year renewal periods for a not to exceed amount of \$300,000.
2. Award a Professional Services Agreement (PSA) to Z&K Consultants, Inc. for a three-year period starting on July 1, 2023, with two one-year renewal periods for a not to exceed amount of \$300,000.
3. Authorize the City Manager or designee to execute the agreements and any future authorized amendments to these agreements.

BACKGROUND:

The Public Works Department is committed to serving the public by providing high-quality services and continually improving the City's infrastructure. In doing so, staff will occasionally require assistance from professional consultants in areas such as engineering / architectural design, project and construction management, plan-checking, inspections, and general staff support.

The need for additional staff support services is exacerbated by the approved Capital Improvement Program (CIP) for the upcoming fiscal year with significant grant funding, along with other pending and ongoing Public Works projects. Implementation of these projects while maintaining other day-to-day operations requires the assistance of professional consultants to complete these projects in a timely manner.

Therefore, Public Works along with Finance staff, advertised and released a Request for Proposals (RFP) in selecting qualified consultants to provide on-call or "as-needed" Public Works/Engineering staff support.

ANALYSIS:

On March 22, 2023, staff advertised on *PlanetBids* the RFP to solicit proposals from qualified consultants for on-call or “as-needed” Public Works / Engineering staff support. On April 6, 2023, staff received nine (9) consultant proposals.

Staff established a selection committee to evaluate objectively 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.

Upon a thorough review of all the submitted proposals, staff has determined that the following consultant firms be awarded Professional Services Agreements (PSAs) based on their qualifications and experience:

- Kabbara Engineering
- Z&K Consultants, Inc.

Both of the aforementioned consultant firms’ proposals were comprehensive and met all the requirements of the RFP. Kabbara Engineering has performed engineering design work for the City in the recent past, such as the Arlington Drive Bioswale and Dry Weather Diversion Project as well as several other street rehabilitation projects. Z&K Consultants recently performed construction management for the Jack Hammett Sports Complex improvements and also the Citywide Street Rehabilitation Project.

The proposals and fee schedules for both Kabbara Engineering and Z&K Consultants, Inc. are included in the PSAs in Attachments 1 and 2, respectively, in this staff report.

ALTERNATIVES:

The alternative to this Council action would be to reject all proposals and re-advertise the RFP. However, this may not result in lower bids for the requested services. Staff recommends that Kabbara Engineering and Z&K Consultants, Inc. be awarded based on the quality of their submitted proposals.

FISCAL REVIEW:

The funding for the proposed PSAs with Kabbara Engineering and Z&K Consultants are available and will be funded through City Council approved Capital Improvement Projects. The PSAs will be for a three-year period starting on July 1, 2023 for a not-to-exceed amount of \$300,000 each over a three-year contract period, with two (1) one-year renewal periods.

LEGAL REVIEW:

The City Attorney’s Office has reviewed this staff report and the PSAs and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Strengthen the Public's Safety and Improve the Quality of Life
- Advance Environmental Sustainability and Climate Resiliency
- Maintain and Enhance the City's Facilities, Technology, and Equipment

CONCLUSION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Kabbara Engineering for a three-year period starting on July 1, 2023 with two one-year renewal periods for a not to exceed amount of \$300,000 (Attachment 1).
2. Award a Professional Services Agreement (PSA) to Z&K Consultants, Inc. for a three-year period starting on July 1, 2023 with two one-year renewal periods for a not to exceed amount of \$300,000 (Attachment 2).
3. Authorize the City Manager or designee to execute the agreements and any future authorized amendments to these agreements.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
KABARRA ENGINEERING**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of June, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KABARRA ENGINEERING, a sole proprietorship ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide on-call public works engineering staff support services, 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 cost proposal set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed Three Hundred Thousand Dollars (\$300,000.00).

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. 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 July 10, 2023, and continue for a period of three years, ending on July 9, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two additional one 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:

Kabarra Engineering
P.O. Box 7232
Orange, CA 92863
Tel: (714) 744-9400 ext 22

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5633

Attn: Leah Kabarra

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 negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance 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 negligence, recklessness, or willful misconduct in 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. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[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
Director of Public Works

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



**REQUEST FOR PROPOSAL
NO. 23-13**

FOR

ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES



Public Works Department

CITY OF COSTA MESA

Released on March 22, 2023

REQUEST FOR PROPOSAL FOR ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for on-call staff support services for the Public Works Department. The awarded Consultant, (hereinafter referred to as "Consultant") shall be in accordance with the **Sample Professional Service Agreement, Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Services Agreement and any solicitation appendix/exhibits. The term is expected to be for three years with two one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of 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.

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

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

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

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

Release of RFP	March 22, 2023
Deadline for Written Questions	March 27, 2023 at 11:00 a.m.
Responses to Questions Posted	April 3, 2023
Proposals are Due	April 6, 2023 at 2:00 p.m.
Approval of Contract	TBD

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

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

- a) The Proposer must have a Planning/Project Manager/Supervisor assigned to the Contract with at least five (5) years of experience within the last 8 years, providing services equivalent or similar to the services identified in **Appendix A – Scope of Services**.
- b) The Proposer must have a Project Manager/designated point of contact assigned to the Contract with prior experience working with a similar municipality.
- c) The Proposer must be responsive to the City's inquiries, and the Project Manager/designated point of contact must be available to meet on site, on City property, for all meeting requests.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Proposal Format Guidelines: Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest

to Costa Mesa, California, and the office from which the project will be managed. 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 Services** 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 **Appendix A - Scope of Services**.
 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.
 6. Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City.
- **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.
 - Identify the members of the staff who will be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.

- Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of 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 classifications or services that will be provided by the proposer. 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 Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

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

✓ Classifications or Services that will be provided

- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.D.T.) on April 5, 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 **March 27, 2023 at 11:00 A.M. (P.D.T.)**. 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 ----- 30%**
2. **Qualifications of Experience of the Firm ----- 40%**
3. **Key Personnel ----20%**
4. **Cost Proposal ---- 10%**

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

- A. **Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. **Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of **May 1, 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 Division 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 Division, 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 Division 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 Division, and pursue its protest at the Council meeting, it will notify the City's Purchasing Division 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 C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

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

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

- 12. Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of 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 B** to this RFP, which may be modified by the City.

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

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

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

APPENDIX A SCOPE OF SERVICES

ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES

The City seeks to procure services of one or more outside organizations to assist with professional engineering and management services for maintenance and capital improvement projects, and peer review of civil engineering aspects of private land development. Proposers are encouraged to focus on their areas of strength and are not required to team with a large number of sub-consultants to cover all potential types of projects.

The City may elect to choose one or more consultants to provide the services for a not-to-exceed fee based on tasks agreed to by the City and Consultant.

The scope of work includes, but is not limited to, the following:

1. Provide staff and services on an on-call, as-needed basis.
2. Provide civil design and/or construction management services for repair and replacement of City infrastructure, ranging from street improvement, building maintenance, and any other infrastructure related projects.
3. Provide in-house personnel or sub-consultants for civil, land surveying, structural, mechanical, electrical, and landscaping architecture.
4. Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates and other professional services.
5. Review and develop standard plans and specifications.
6. Respond to plan check comments for building permits.
7. During construction, make on-site visits; review material submittals, shop drawings and test results; respond to RFPs; draft change orders; and review pay estimates.

Typical projects may include:

1. Street resurfacing and reconstruction, including pavement design.
2. Concrete curb, gutter and ramps.
3. Sewer and storm drain in-ground and above-ground pump stations.
4. Sewer and storm drain pipe replacement.
5. Shoreline upgrades and repairs, including rip-rap, concrete seawalls, bridge abutments, and docks.
6. Lagoon pumps and weir systems.
7. Park improvements, including play fields and courts, pathways, buildings, and field lighting.
8. Site grading, retaining walls and utility replacement.
9. Traffic signal and street lighting equipment replacement, including pole and cabinet foundations and conduits.
10. Land surveying, mapping, tract and parcel map processing.
11. Right-of-way work consisting of developing and reviewing easements, dedications, vacations, et

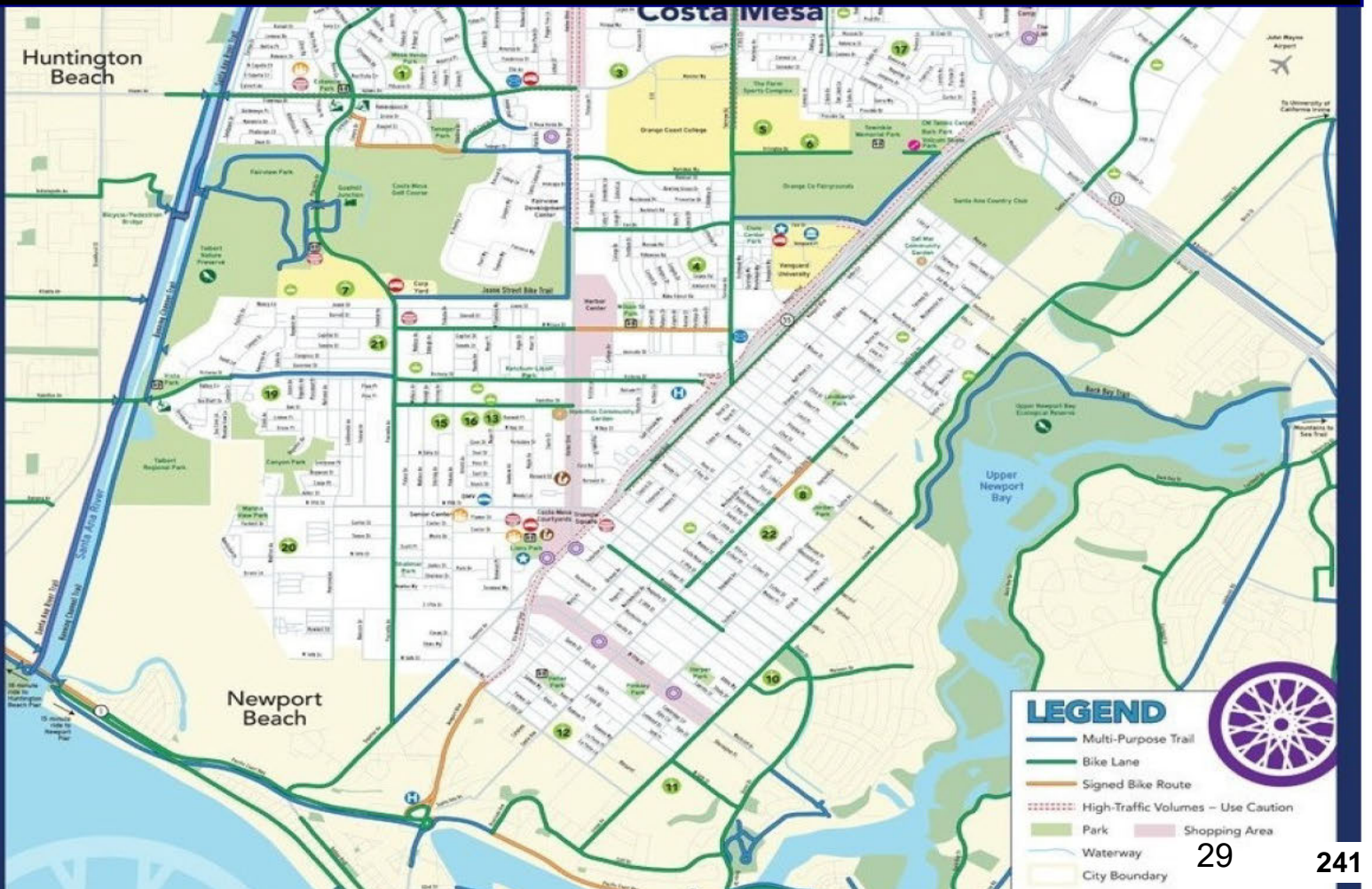
EXHIBIT B
CONSULTANT'S PROPOSAL



PROPOSAL

for
ON-CALL PUBLIC WORKS/
ENGINEERING STAFF SUPPORT SERVICES

Presented to:
CITY OF COSTA MESA
Finance Department, Purchasing Division
77 Fair Drive, 4th Floor, Costa Mesa, CA 92628



April 6, 2023

City of Costa Mesa
Finance Department
77 Fair Drive, Room 100
Costa Mesa, CA 92626

Attention: Purchasing Division

Subject: Cover Letter for “On-Call Public Works/Engineering Staff Support Services” Proposal

Ladies & Gentlemen:

Kabbara Engineering is pleased to present our Proposal for On-Call Public Works/Engineering Staff Support Services, to the City of Costa Mesa. The Kabbara Engineering team is committed to meeting the City’s needs as outlined in the City’s Request for Proposal No. 23-13, and offers the following:

- ***Knowledge of Local Environment*** - Kabbara Engineering is a local, woman-owned business and sole proprietorship, strictly dedicated to serving public agencies since 1990, and has **successfully completed the design and management of numerous public works infrastructure projects for the City of Costa Mesa since 1995, including the most recent award-winning Arlington Drive Bioswale & Dry Weather Diversion Project.** Kabbara Engineering has successfully completed the design of numerous alleys in the City of Costa Mesa since 1995, including the James Street Alleys, Shalimar Alleys, and Alley Nos. 123, 122, 116, 108, 107, 106, 75, 76, 77, 66, 54, 28, 29, 30, 31, 15, 75, and 76, and numerous street rehabilitation and drainage infrastructure projects, including the Fairview Relief Storm Drain Project, Walnut Avenue Drainage Project, Zone 16 Street Resurfacing, Fairview Park Bike Trail, Pomona & 18th Street Rehabilitation, Wallace, Kenwood, Buoy, South Coast Drive, Hyland, Old Newport Blvd. Frontage Road and other street rehabilitation projects. We have also completed hundreds of local, state and federally funded street, pavement rehabilitation, parking lot, streetscape/complete streets, traffic, transportation, transit/multi-modal, lighting, water, sewer, storm drain, parks, public building (library, civic center, courthouse) and other design and rehabilitation projects for other local public agencies in Los Angeles and Orange Counties. This combination of past local experience, coupled with our dedication to municipal service, produces a project team that is thoroughly acquainted with the local environment and the needs of the City of Costa Mesa.
- ***Relevant Experience*** - Kabbara Engineering is currently providing similar On-Call Civil Engineering Design services to the City of Laguna Beach since 2017, and to the City of Brea, City of Glendora, City of La Mirada, City of Orange and City of Culver City. Kabbara Engineering also currently serves as the District Engineer for Pico Water District (since 2017), which includes On-Call plan check services, the development, update and maintenance of District standard plans and specifications, and design & construction support services for implementation of their CIP program. We have also provided professional traffic engineering and funding application support staffing services to the City of Costa Mesa in past years (since 2015).

Kabbara Engineering is also very familiar with federal and state funding compliance requirements, and has successfully completed preparation and processing numerous federal funding and grant applications, preliminary environmental studies (PES), E-76 packages, agency invoicing, and coordination for numerous projects over the last 24 years, including those funded by ISTEA, SR2S, HSIP, ARRA, STPL, Prop 42, Prop C, AHRP, ATP, CDBG, Tier 2, Measure M, M2, special tax, and local funding programs. Kabbara Engineering is also very familiar with the latest ADA compliance requirements, since we have served on the APWA Technical Committee for Standards and Specifications. We have reviewed and fully understand the scope of services outlined in RFP No. 23-13, and are prepared to provide the City of Costa Mesa with the high quality, Professional Civil Engineering Design services requested therewith.

- Project Team - Ms. Leah Kabbara, P.E., Q.S.D., will be assigned as Project Manager for this project and has over 32 years of municipal engineering design and management experience in Los Angeles and Orange Counties. Our team also includes the long-term relationships with the following highly qualified group of subconsultants, as needed for any project:

Geotechnical:

Fenagh, LLC, 9474 Chesapeake Drive, Suite 906
San Diego, California 92123 (858) 427-2200
Scott Prince, PE sprince@fenaghengineering.com

Land Surveying:

On-Point Land Surveying Inc., 1910 Orange Tree Lane, Suite 344
Redlands, CA 92374 (909) 792-2221
tsmith@onpointlandsurveying.com Tony Smith, P.E., P.L.S.

Traffic/Lighting:

General Technologies & Solutions, 11900 West Olympic Boulevard
Suite 450, Los Angeles, CA 90017 (213) 267-2332
rawad.hani@gentecsol.com Rawad Hani, PE, TE

Structural:

Welsh Structures Inc., 12722 Barrett Lane, Santa Ana, CA 92705
swelsh@welshstructures.com Stephanie Welsh SE, PE, (714)352-6297

Landscape Architecture:

NUVIS 20250 SW Acacia Street, Suite 260
Newport Beach, CA 92660 (714) 754-7311
pcardoza@nuvis.net Perry Cardoza LA, ASLA

Our subconsultants have successfully delivered many similar projects in their specified fields, as part of the Kabbara Engineering Team for over 10 years.

- Principal Involvement - Kabbara Engineering is run by Principals who have over 60 years of combined municipal engineering experience, and a stake and personal involvement in every project undertaken. That involvement ensures that resources are prioritized for your project, and that we produce a quality product that proceeds on a predictable schedule, is designed within budget, and experiences minimum construction change orders.
- Past Performance Record - Kabbara Engineering has a proven, 33+year track record of successfully providing professional engineering design, management, survey and consulting services to local agencies throughout Southern California. We encourage the City of Costa Mesa to contact our references to confirm our outstanding track record.

We believe that these strengths make Kabbara Engineering uniquely qualified to provide the City of Costa Mesa with the requested On-Call Public Works/Engineering Staff Support Services.

Thank you for this opportunity to be of service. We look forward to working with City staff on this contract.

This proposal shall remain valid for a period of 180 days from the date of this letter.

Should you have any questions or need additional information, please contact me at the following address: 601 N. Parkcenter Drive, Suite 205, Santa Ana, CA 92705, or by telephone: (714) 744-9400, extension 22, or email at leah@kabbara.net.

Sincerely,
KABBARA ENGINEERING

A handwritten signature in blue ink, appearing to read "Leah Kabbara", written in a cursive style.

Leah Kabbara, PE, QSD
Principal Engineer

2. BACKGROUND & PROJECT SUMMARY

Background

Kabbara Engineering's (KE) professional background includes 28 years of experience providing the same and similar public works and engineering support services to the Public Services, Engineering staff at the City of Costa Mesa, as requested in RFP No. 23-13. The continuity of the Kabbara Engineering's core staff allows us to share our in-depth knowledge, history of past projects and issues, and understanding of the City's infrastructure, with and as a direct extension of current City staff.

Kabbara Engineering's area of strength includes professional engineering design, management and construction engineering support service for various capital improvement projects, including federal, state and locally funded street, pavement rehabilitation, streetscape/complete streets, traffic, transit/multi-modal, lighting, EV Charging Station, WIFI & interconnect systems, domestic and recycled water, sewer, storm drain, water quality, and various other municipal projects.

We have also provided plan check and value engineering review services to the City of Costa Mesa, when requested by City staff for various development and CIP projects, designed by others, and have presented various projects to City Council and various committees and community groups, as required by staff as a part of our preliminary design development process.

Kabbara Engineering is strictly dedicated to serving public agencies since 1990, and has **successfully completed the design and management of numerous public works infrastructure projects for the City of Costa Mesa since 1995, including the most recent award-winning Arlington Drive Bioswale & Dry Weather Diversion Project.** Kabbara Engineering has successfully completed the design of numerous alleys in the City of Costa Mesa since 1995, including the James Street Alleys, Shalimar Alleys, and Alley Nos. 123, 122, 116, 108, 107, 106, 75, 76, 77, 66, 54, 28, 29, 30, 31, 15, 75, and 76. The KE Team has also successfully completed numerous street rehabilitation and drainage infrastructure projects, including the Fairview Relief Storm Drain Project, Walnut Avenue Drainage Project, Zone 16 Street Resurfacing, Fairview Park Bike Trail, Pomona & 18th Street Rehabilitation, Wallace, Kenwood, Buoy, South Coast Drive, Hyland, Old Newport Blvd. Frontage Road and other street rehabilitation projects.

We have also completed hundreds of local, state and federally funded street, pavement rehabilitation, parking lot, streetscape/complete streets, traffic, transportation, transit/multi-modal, lighting, water, sewer, storm drain, parks, public building and other design and rehabilitation projects for other local public agencies in Los Angeles and Orange Counties.

This combination of past local experience, coupled with our dedication to municipal service, produces a project team that is thoroughly acquainted with the local environment and the needs of the City of Costa Mesa.

Kabbara Engineering has provided similar On-Call Professional Civil Engineering Services to numerous agencies throughout Southern California in recent years, including contracts with the City of Brea, City of Orange, City of Pomona, City of Laguna Beach, City of La Mirada, City of Glendora, City of Burbank, City of Downey, City of Costa Mesa, City of Hermosa Beach, City of Yorba Linda, City of Santa Monica, City of Anaheim Public Utilities Department, Pico Water District and City of Irvine.

Project Summary

The scope of this On-Call Public Works/Engineering Support Services proposal is to act as an extension of City staff and to assist the City with professional engineering and land surveying design, management, and construction engineering support services for the implementation of the City's capital improvement projects and engineering peer review and/or plan check review of on-going private development projects. This contract also includes mapping, easement, and right-of-way preparation and review as required for temporary construction or permanent easements, right-of-way acquisition and subdivision projects.

The City's capital improvement program consists of various public infrastructure projects, including street and alley rehabilitation (resurfacing and reconstruction), pavement design, repair and reconstruction of miscellaneous PCC (concrete) improvements including sidewalks, curbs & gutters, curb ramps (for ADA compliance), cross gutters and other improvements, streetscape and complete streets projects, park and trail improvements, sewer and storm drain improvements, including hydrology & hydraulic analysis, traffic & pedestrian signal, interconnect, street lighting and electrical improvements. The Costa Mesa Sanitary District owns, operates and maintains the sewer system and pump stations in the City of Costa Mesa, and subconsultants are available as needed for specialized shoreline upgrades and repairs.

3. METHOD OF APPROACH

Project Management

At Kabbara Engineering, the key to an effective management approach is the organization of a highly qualified team of professional engineers, land surveyors and technical support staff. A team approach is applied to every project undertaken, with a Principal Engineer in responsible charge of the project, directing, managing, and acting as the central design figure in the work. Ms. Leah Kabbara, P.E., QSD, will be the Project Manager and Principal-in-charge of your projects and will be directly responsible for all aspects of the project. Ms. Kabbara has over 32 years of experience in the design and management of public works projects and has completed numerous municipal street, pavement, streetscape and other improvement project plans, specifications, estimates within the Southern California area. Mr. Bill Kabbara, P.E., P.L.S., will be the Principal Project Engineer in charge of your projects and has over 33 years of experience in the design and management of various municipal infrastructure projects within the Southern California area.

Quality Assurance

As evidenced in our Experience Profile, and by the quality of our references, Kabbara Engineering has worked exclusively for public agencies, and therefore understands the importance of producing a quality product that proceeds on a predictable schedule, is designed within budget, and experiences minimum construction change orders. Our Quality Assurance Plan always includes formal reviews for value engineering and constructability by a Principal Engineer of our firm and by an external designated construction manager. Also included is a review of all Opinions of Probable Construction Costs by an external designated construction estimator, and comparison of actual recent bid costs on similar projects in the area. Consequently, our project management procedures include safeguards to ensure that the City of Costa Mesa will benefit from a project that responds to all design issues, is completed on time, and receives construction bids that are close to the Engineer's Estimate.

Quality Assurance is a key component of every Client’s project and will be an on-going task within each project. Kabbara Engineering is committed to meeting our client’s project schedules. Our excellent record of quality assurance, including project schedule and cost compliance is based on the following three-point plan:

Project Planning

We feel that project planning is a vital first step to reach our goal “project completion on-time”. In planning a project, we will thoroughly define the mutually agreed upon project goals and requirements and break down the project into the tasks. Utilizing the Critical Path Method we rank each task, determine the resource requirements to accomplish each task, review any time constraint and allocate the necessary resources for maximum efficiency. Project tasks, responsibilities and goals will be clearly communicated and understood at all staff levels, as required to collaboratively develop the design for the project with the Client. Good planning is only the first step to accomplish our goal of ensuring schedule and budget compliance.

Project Tracking

We are constantly striving to meet all of the project time constraints through constant monitoring and tracking. To help us with this task, we use computers with the latest in project scheduling and tracking software to adhere to the project schedule. These tools allow us to manage our resources efficiently and adjust our planned course of action to meet the project schedule.



Communication

Clear communication between our design team our client is of the vital importance for all projects. We strive to keep our clients informed of the project schedule and design progress through our “STATUS REPORTS” which are provided in hard copy and will regularly be available and updated for the City’s Project Manager on our secured access web site. These reports will identify any potential problems early on and help secure solutions. Status reports are prepared on a monthly or bi-weekly time frame depending on the client’s needs and the project requirements.

Team Processes & Resources

The Kabbara Engineering Team, including all of its subconsultants have committed to their availability and their personal involvement for the duration of this project. Additional staff will be available to support our core team as required for the successful completion of this project. The continuity of our team members will expedite project delivery and implementation.

Specialized Knowledge & Equipment

The Kabbara Engineering Team has the experience in all aspects of this Civil Engineering capital improvement design, engineering and construction contract. Our knowledge of local conditions, regulations and excellent working relationships with local agencies and communities will enhance the implementation and successful completion of this project.

The Kabbara Engineering Team also has over 30 years of extensive knowledge and experience with federal and state funding and grant preparation, management, processing and compliance.

Kabbara Engineering assisted the City of Costa Mesa, with federal grant applications for the Active Transportation Program grants which are a combination of the old SRTS, Bike and TEA programs, and successfully ranked #1 in obtaining Measure M2 Environmental Cleanup Program Tier 2 Grant funding for one of the City's Arlington Drive Bioswale and Dry Weather Diversion projects.

Kabbara Engineering is also very familiar with federal and state funding compliance requirements, and has successfully completed preparation and processing numerous federal funding and grant applications, preliminary environmental studies (PES), E-76 packages, agency invoicing, and coordination for numerous projects over the last 29 years, including those funded by ISTEA, SR2S, HSIP, ARRA 1, ARRA 2, STPL, Prop 42, Prop C, AHRP, Tier 2, Measure M, M2, CDBG, ATP, special tax, and other federal, state and local funding programs.

Each project is designed using AutoCAD workstations. All field survey crews are outfitted with electronic equipment, including G.P.S. equipment and data collectors for direct interface with the office CADD systems.

Infrastructure Premium including Civil3D 2021 and Pavement Sections programs CALAC, are used for typical street and pavement rehabilitation projects' design and drafting. These two tasks are accomplished concurrently, which greatly improves the speed and accuracy of drawing production, resulting in lower production costs, which are passed on to our clients. CADD offers many advantages which include modifications to designs that can be accomplished with greater ease. Uniform presentation and ease of as-constructed plans are some additional advantages.

Kabbara Engineering utilizes the latest in hydrology software and computational methods in watershed modeling. We are very familiar with all of the Advanced Engineering Software (A.E.S.) programs, the Los Angeles Watershed, Rational Method Program (for less than 100 acres), the Modified Rational Method F0601 Program (for areas above 100 acres), and the Unit Hydrograph HEC 1 Flood Hydrograph Package developed by the U.S. Army Corps of Engineers. In hydraulic analysis and design, we use the Water Pressure Gradient Program (WSPG) developed by the Los Angeles County and the HEC 2 (Water Surface Profiles), HEC 6 (Scour and Deposition in Rivers and Reservoirs) programs, Visual Urban (FHWA Catch Basin Sizing, Detention, Routing) and HY 8-7.0 (FHWA Culvert Design).

Communication between the client and team members is enhanced by digital communication, via the internet, of all related project criteria, schedules, status reports, work products and deliverables.

4. QUALIFICATIONS & EXPERIENCE

Corporate Documentation

Kabbara Engineering is a sole proprietorship, dedicated to technical excellence and high-quality services in the design and construction of public works projects. Our Federal Employer I.D. No. is 33-0716651.

We are a local firm with offices located 8 miles from City Hall at 601 N. Parkcenter Drive, Suite 205, Santa Ana, California, 92705, phone (714) 744-9400. Ms. Leah Kabbara, P.E., Q.S.D., Principal Engineer is the contact for this contract and can be reached directly at phone (714) 744-9400, Extension 22, or email: leah@kabbara.net.

Kabbara Engineering maintains no financial interests in other lines of business.

Years in Business

Kabbara Engineering is pleased to be celebrating our 33rd year anniversary in business this year, and has been dedicated to serving the public works community in Southern California since its founding in 1990.

Company Profile

Kabbara Engineering is a full service and licensed Civil Engineering and Land Surveying company with extensive experience with the design of federal, state and locally funded civil engineering design projects including street, pavement rehabilitation, parking lot, streetscape/complete streets, traffic, transportation, transit/multi-modal, lighting, water, sewer, storm drain, and various other municipal projects.

Kabbara Engineering has provided similar On-Call Professional Civil Engineering Services to numerous agencies throughout Southern California in recent years, including contracts with the City of Brea, City of Orange, City of Pomona, City of Laguna Beach, City of La Mirada, City of Glendora, City of Burbank, City of Downey, City of Costa Mesa, City of Hermosa Beach, City of Yorba Linda, City of Santa Monica, City of Anaheim Public Utilities Department and City of Irvine. Kabbara Engineering also currently serves as District Engineer for the Pico Water District since 2017.

Experience & Client References

The following experience profiles showcase recent federal, state and locally funded projects successfully completed by Kabbara Engineering and the proposed Project Team for the City of Costa Mesa, specifically including the same Kabbara Engineering Team members, and our subconsultants as applicable.

Client: CITY OF COSTA MESA Public Services/Engineering, 77 Fair Drive, 4th Floor, Costa Mesa, CA 92628

Contact: Mr. Raja Sethuraman, P.E., T.E., Director of Public Works, (714) 754-5032
raja.sethuraman@costamesaca.gov

1. **Arlington Drive Bioswale & Dry Weather Diversion Project - ASCE 2018 ENVIRONMENTAL PROJECT OF THE YEAR AWARD, APWA 2018 B.E.S.T. PROJECT OF THE YEAR, & OCEC 2018 PROJECT ACHIEVEMENT AWARD**

Project Cost: \$4,260,000

Year of Completion: 2018

The Kabbara Engineering Team narrowed the east end of Arlington Drive to one lane in each direction, allowing us to meet the funding transportation nexus and create a bioswale to treat the runoff by trapping the primary pollutants of concern (Cadmium, Copper, Lead, Zinc), promoting infiltration and reducing storm water runoff to the Upper Newport Bay, an Environmentally Sensitive Area, and a high priority clean-up area, designated by the Santa Ana Regional Water Resources Control Board. The Kabbara Engineering Team effectively designed the new bioswale improvements to mitigate 100% of the tributary water quality flows, which included a complex series of flow splitting devices that were designed to capture and treat the water quality of “first-flush” surface runoff in the bioswale, while allowing larger flows to by-pass and enter the storm drain system during major storm events, all while meeting flood protection goals under both existing and future development conditions. In addition to the excellent water quality benefits, this project has resulted in numerous outstanding benefits to the community and their public agency partners, including traffic calming and implementation of the City’s Bicycle Master Plan with 1 mile of a new off-street meandering and curb adjacent multi-purpose trail, landscape planting, irrigation, and pavement rehabilitation improvements which serve as safe public access to an adjacent college, high school, middle school, Tewinkle Sports Park, Volcom Skate Park, and the OC Fair. This project also resolved severe flooding issues with construction of a 54” RCP Master Planned storm drain system and improved safety and driveways to the OC Fair for bus and truck trailer access. Access to parks and schools was also improved by installation of a new mid-block traffic signal and 3-way intersection stop to enhance pedestrian safety, and the addition of new diagonal on-street parking spaces to better serve the Parks. This \$4.69 million project was delivered on-schedule and under-budget by the Kabbara Engineering design team and fulfilled its public commitment to enhancing water quality, flood protection, traffic safety, access and beautification.



2. Fairview Park Relief Storm Drain, Bike Path, Parking Lot & Play Area Improvements

Project Cost: \$1.4 Million (Storm Drain only) **Year of Completion:** 2018 **Construction:** TBD

Kabbara Engineering was selected by the City of Costa Mesa to prepare preliminary design and final construction documents for improvements to Fairview Regional Park. The proposed project improvements include the construction of a new master planned storm drain system on the south end of the park as required to mitigate on-going flooding in adjacent residential neighborhoods. New storm drain system included extensive hydrology and hydraulic design, geotechnical and slope stabilization analysis of a sensitive coastal canyon slope, directional drilling for the installation of a new 36" HDPE (butt fused) storm drain pipe system in a 48" steel casing, outlet structure and velocity reducer. Project also included preliminary design for the reconstruction of existing asphalt concrete trails, the construction of a Class 1, ADA compliant bike trail extension between Pacific Avenue and Canyon Drive, the construction of one new drop-off /turn-around and one new parking lot, the design of new entry monuments and parking lot lighting, and design for a new playground/tot lot area. Project included environmental documentation, electrical lighting design, preliminary alternative landscape designs, including color renderings for public presentation, and enhanced Park entry monument sign and entry landscape at each trail head location at Pacific Avenue, Canyon Drive and Placentia Avenue.

Client: CITY OF LAGUNA BEACH 497 Ocean Avenue, Laguna Beach, CA 92651
Contact: Mr. Mark Trestik, P.E., City Engineer, (949) 497-0300, mtrestik@lagunabeachcity.net

1. Baja Street Retaining Wall Replacement Project

Project Cost: \$165,300 **Year of Completion:** 2019

Kabbara Engineering is currently providing On-call Professional Engineering Services (since 2017) to the City and prepared preliminary design exhibits and final design and construction plans, specifications and estimates for the replacement of an existing damaged block retaining wall within the public right-of-way on Baja Street, with 425 s.f. of new Soil Nail wall. This project included analysis of various types of retaining walls and structures, topographic survey, preliminary design exhibits, Community outreach/public meetings, design review coordination, structural engineering design and details based on soils and wall recommendations provided by the City's geotechnical engineer, and final soil nail wall plans, grading and drainage details, specifications and estimates suitable for bidding and construction of the proposed wall and appurtenances. Kabbara Engineering also provided a preliminary title report for the affected property, and prepared a legal description and exhibit for a permanent easement and for temporary construction access purposes, as required by City staff.

2. Various Residential Street Improvements (Crestview/Fern, Bermudez & Skyline)

Project Cost: \$300,000 **Year of Completion:** 2017

Kabbara Engineering prepared final design and construction plans, specifications and estimates for the rehabilitation of various residential streets in Laguna Beach, as a part of their annual street rehabilitation project. This project consisted reconstruction of the steep intersection of Crestview Drive and Fern Drive, as required to improve drive-ability and emergency access to the single-family residential community that it serves, including analysis of break-over angles with various sizes of truck and car templates. This project also included traffic signing and striping, and reconstruction and resurfacing of Bermudez Drive and Skyline

Drive, as required to improve drainage. Street improvements included the design and installation of a sub-drain system in Skyline Drive, as required to mitigate existing seasonal high ground water, and new curb and gutter improvements on Bermudez Drive, as required to mitigate areas of standing water. Project was expedited and fast-tracked in order to incorporate this project into the bid set for the City's annual slurry seal program project for bidding and construction. Project was completed within budget and on-schedule.

Client: **CITY OF LA MIRADA** 15515 Phoebe Avenue, La Mirada, California 90638

Contact: Mr. Mark Stowell, P.E., Director of Public Works, (562) 902-2371,
mstowell@cityoflamirada.org

1. La Mirada Theatre for the Performing Arts, Drainage & Loading Dock Improvements
Project Cost: \$400,000 **Year of Completion:** 2023

Kabbara Engineering currently provides On-Call Professional Engineering Services to the City of La Mirada, and was selected by the City to prepare preliminary and final grading, drainage, structural, electrical, pump station, landscape and irrigation improvement plans, specifications and estimates for the bidding and construction of a new dock high loading dock and drainage improvements for the La Mirada Theatre for the Performing Arts. Project includes field topographic survey and mapping of the existing Theatre site and building, research and review of existing architectural plans, new PCC loading dock, retaining walls, sidewalks, stairs, handrails, forklift and ADA access ramps, new decorative custom steel gates, new dual sump pump station design, new electrical service, waterproofing and mitigation of existing drainage issues around the building, area drain and trench drain construction, tree removals, new drought tolerant landscape planting and drip irrigation system.

2. Measure I, Phase 3 Residential Street & Storm Drain Improvement Project
Project Cost: \$7.9 Million **Year of Completion:** 2017

Kabbara Engineering was selected by the City to prepare PS&E for the rehabilitation and repair of 16 miles of residential and collector streets, including 64 streets at various locations throughout the City of La Mirada as funded by the local Measure I tax measure. Construction costs were estimated at 7.9 million dollars. The project also included field topographic survey, base mapping, geotechnical investigation and pavement recommendations for all streets, traffic signing and striping, monument perpetuation, repair of damaged curb, gutter and sidewalk, replacement of existing slotted cross gutters, and ADA curb ramp upgrades. A major master plan storm drain main line and catch basin improvements, including extensive hydrology and hydraulic calculations for both Los Angeles and Orange County hydrology models, per a U.S. Army Corps of Engineers study was also included as part of this project, along with CCTV inspection and design details and specifications for slip-lining of existing CMP storm drain mains and laterals within the project limits. Project also included extensive coordination with the City of Buena Park, Orange County Flood Control District, and Suburban Water District. The improvements for the subject streets within the project limits included cold plane of existing macadam pavement and overlay with Asphalt Rubber Hot Mix (ARHM), and full depth D.G.A.C. reconstruction of failed pavement sections and roadways.

Client: CITY OF DOWNEY 11111 Brookshire Avenue, Downey, CA 90241
Contact: Mr. Desi Gutierrez, P.E., Principal Engineer, (562) 904-7110, dgutierr@downeyca.org

Citywide Residential Street Rehabilitation CIP 21-03

Project Cost: \$2.5 Million **Year of Completion:** 2021

Kabbara Engineering was selected by the City to prepare PS&E for the rehabilitation and repair of 83 residential and collector streets at various locations throughout Zone 9 in the southeast portion of the City of Downey (11.4 miles). These streets serve a combination of existing single family and/or multi-family residential neighborhoods and commercial/industrial uses. Most of the streets are fully improved with curb and gutter and asphalt pavement. The improvements for the subject streets utilized a full range of pavement rehabilitation methodologies selected by the City of Downey in conformance with the PMP, including mill and overlay of existing pavement with Asphalt Rubber Hot Mix (ARHM), total full depth D.G.A.C. reconstruction, cape seal and slurry seal. The repair of miscellaneous damaged sections of curb and gutter, sidewalk, and cross gutters on each street were marked in the field by the inspector, with a bid item included in the specifications for unit pricing. Damaged driveways and curb ramps within the project limits were reconstructed to conform to the latest ADA requirements. The project is funded with gas tax and Measure R Local Return funds.

Client: CITY OF BREA 1 Civic Center Plaza, Brea, CA 92821
Contact: Mr. Michael Ho, Director of Public Works/City Engineer, (714) 990-7657,
michaelh@ci.brea.ca.us

Eagle Hills Tract Water & Street Improvement Project 7467

Project Cost: \$3.6 Million **Year of Completion:** 2021

Kabbara Engineering currently provides On-Call Professional Engineering Services to the City of Brea, and was selected by the City to prepare PS&E for this project including the preparation of preliminary alignment studies, geotechnical corrosivity analysis, pavement recommendations and final construction documents (PS&E) for the replacement of 9,960 lineal feet of old and undersized water mains with new 8" and 10" PVC Class 305 DR14 water mains and appurtenances. Included new DIP fittings, water valves, fire hydrants, air release and blow-off assemblies and replacement of 189, 1" and 2" water meters and services. Project also included the design of a new pressure reducing and regulating station and pavement rehabilitation including cold mill and an ARHM overlay with localized dig-outs and Type II slurry seal of all streets within the Tract. Project also included ADA ramp upgrades, repair of damaged PCC curb and gutter, cross gutter and driveway improvements, traffic signing and striping, detailed traffic control specifications, and extensive coordination with adjacent residents and impacted utilities. We also performed complete bidding and construction engineering support services, such as review of contractor submittals, responses to contractor RFI's, clarifications as needed, weekly construction meeting attendance as requested by City staff and preparation of As-built plans for City's files based on contractor redlines upon completion of construction. Project was completed within budget and on-schedule.

Client: CITY OF SOUTH PASADENA 1414 Mission Street, South Pasadena, CA 91030
Contact: Mr. Anteneh Tesfaye, Deputy Director of Public Works (626) 460-6393
ATesfaye@SouthPasadenaCA.gov

1. Bushnell Avenue & Diamond Avenue Street Improvement Project FY 17-18
Project Cost: \$1.23 Million **Year of Completion:** 2019

The City selected Kabbara Engineering to prepare construction plans, specifications and estimates (PS&E), suitable for bidding and award of a formal Unit Price public works construction project for the rehabilitation of Bushnell Avenue and Diamond Avenue as part of the City's FY 2017-2018 capital street improvement projects. The proposed improvements for the projects include pavement rehabilitation and replacement of water services meter, fire hydrants and appurtenances on Bushnell Avenue (from Huntington Drive to Oak Street) and on Diamond Avenue (from Monterey Road to Lyndon Street. The project also includes repair of damaged PCC sidewalks, curb and gutter, cross gutter, and driveways at various locations within the project limits. More specifically this project includes sawcut, removal and disposal of localized failed existing asphalt roadway sections, cold milling of existing pavement, subgrade preparation and compaction, asphalt concrete (AC) overlay, asphalt concrete (AC) leveling course, full depth DGAC pavement, Petromat pavement reinforcing fabric, ADA curb ramps upgrades, utility adjustments, 8" drain lines and catch basin connection, abandonment of existing 12" CMP drain pipe, removal of existing outlet structure, reconnecting existing curb drains, traffic signing, thermoplastic striping and pavement markings; traffic control and all appurtenant work. Project was completed on schedule & within budget.

2. South Pasadena Library Drainage Improvement Project
Project Cost: \$337,800 **Year of Completion:** 2017

The Kabbara Engineering Team prepared construction plans, specifications and estimates (PS&E), suitable for bidding and award of a formal Unit Price public works construction project for Drainage Improvements for the South Pasadena Library, located at 1100 Oxley Street, as required to mitigate existing flooding issues within and around the historic building and park grounds. The work included clearing and grubbing, precise grading, including unclassified excavation and unclassified fills, landscape planting and sod replacement and restoration, irrigation system restoration, area drain PVC pipe and inlet system improvements, storm water pump station improvements, electrical service upgrades for pump station, PCC driveway, curb and gutter, slough wall, curb and patio improvements, catch basin and trench drain construction, curb and wall drains, implementation of erosion control and storm water pollution prevention measures, traffic and pedestrian control, construction survey, miscellaneous utility relocations and adjustments, and all appurtenant work thereto necessary for the proper construction of the contemplated improvements.

Client: CITY OF UPLAND 1370 N. Benson Avenue, Upland, CA 91786
Contact: Bob Critchfield, PE, Engineering Manager, (909) 291-2946, bcritchfield@ci.upland.ca.us

Alpine Street, Vernon Drive & Palm Avenue Street & Utility Improvement Project
Project Cost: \$4,207,205 **Year of Completion:** 2023

The City of Upland selected Kabbara Engineering to prepare improvement plans, specifications and construction cost estimates for the rehabilitation of Alpine Street, Vernon Drive and Palm Avenue from 9th Street to Arrow Highway and west of Palm Avenue (3,150 l.f.). Project included preparation of a

geotechnical investigation and report recommendations, full depth reconstruction of the entire pavement section of each street with ARHM/DGAC, correction of surface drainage deficiencies, new PCC curb & gutter, sidewalk, driveway, cross gutter, alley intersection, special sidewalk paving and curb ramp construction, the replacement of existing brick sewer manholes with new modern precast sewer manholes, abandonment of the existing water facilities, and construction of new 8" CML&C water mains, reconnection and upgrade of existing services, fire hydrants, laterals and appurtenances, removal of existing street lights, preparation of a photometric study, and the installation of new concrete street light poles, mast arms, LED luminaires, and a new underground electrical system, including coordination with SCE for pole removal and new SCE power service and meter pedestals. The project also included traffic signing and striping, extensive coordination with Sprint for the relocation of a transcontinental fiber main line to avoid conflict with the new water main, and coordination of permits and specifications for construction work planned within an existing Railroad right-of-way. Project was completed within budget and on-schedule.

Client: CITY OF POMONA 505 South Garey Avenue, Pomona, CA 91766

Contact: Mr. Rene Guerrero, P.E., Director of Public Works, (909) 620-2440,

Rene_Guerrero@ci.pomona.ca.us

1. Pomona Emergency Shelter Parking Lot Project

Project Cost: \$1.7 Million

Year of Completion: 2023

Kabbara Engineering is prequalified to perform On-Call Professional Engineering Services and was selected by the City of Pomona, Neighborhood Services Department, to prepare the preliminary alignment studies and final PS&E suitable for bidding and construction of a new parking lot to serve the City's recently completed Emergency Shelter, on a 1.2 acre site located at 1390 E. Mission Boulevard. The project included preparation and implementation of a Standard Urban Stormwater Management Plan (SUSMP), which included design of a new underground StormCapture infiltration basin, precise grading and paving plan per the recommendations of the City provided geotechnical report, erosion control plans, horizontal control plans, new curb & gutter, alley gutters, area drains, ADA path of travel, design of 2 new handicap accessible electric vehicle charging stations, new parking lot lighting and electrical service, striping, drought tolerant landscape planting, new irrigation system, installation of a new electronic access gate, access and lighting for new container storage area onsite, and relocation of an existing guard shack. Project was completed within budget and on-schedule.

2. Major Street Rehabilitation Garey Avenue Bulbouts, Project No. 428-68548 FY 13/14- FY

15/16 – APWA 2018 BEST PROJECT OF THE YEAR AWARD

Project Cost: \$1.7 Million

Year of Completion: 2018

Kabbara Engineering is prequalified to perform On-Call Professional Engineering Services and was selected by the City of Pomona to prepare the Civil Engineering Design of 4 major intersections on Garey Avenue, including Foothill Boulevard, Alvarado Street, Bonita Avenue and Arrow Highway, as a part of the major rehabilitation of Garey Avenue within the City limits. The project included a traffic study and the addition of bulbouts at each intersection, pavement rehabilitation, traffic signal modifications and upgrades, utility adjustments and relocations, new curb & gutter, sidewalk, driveway and ADA curb ramp improvements, landscape planting and irrigation and traffic signing and striping as required to add and extend new bike lanes through each intersection. Project also included Caltrans encroachment permit processing for all work within Foothill Boulevard (State R/W), including preparation of traffic control plans per Caltrans standards

and requirements. Project included field topographic survey, base map preparation, review of existing geotechnical recommendations by others, and extensive utility coordination and design coordination with the proposed median and paving improvements on Garey Avenue, prepared by others, to ensure a seamless join during construction. Project was completed within budget and on-schedule.

Client: **CITY OF PICO RIVERA** 6615 Passons Boulevard, Pico Rivera, CA 90660
Contact: Mr. Jose Loera, T.E., Assistant City Engineer/City Traffic Engineer (now at City of South Gate) (323) 563-9578 jloera@sogate.org

Whittier Boulevard Rehabilitation Project

Project Cost: \$1.4 Million **Year of Completion:** 2016

The City of Pico Rivera selected Kabbara Engineering to prepare a traffic study, conceptual median alignments, and preliminary and final civil engineering design for the street, pavement and median improvements for Whittier Boulevard from Paramount Boulevard to the West City Limits at Van Norman Road (2,700 l.f.). The project was funded with federal STP-L and State Prop C funds, and Kabbara Engineering prepared, processed and obtained the PES, R/W Certification and E-76 form for the project's authorization to proceed with construction in compliance with Caltrans standards and requirements for federally funded projects. Kabbara Engineering performed field topographic survey, and prepared base maps, plans and profiles, cross sections, signing, striping & traffic control plans, geotechnical report, deflection testing, and pavement recommendations, utility coordination, specifications, cost estimates, and construction engineering support for this project. The proposed improvements included new raised median construction, ARHM pavement overlays, full depth pavement reconstruction, and repair of damaged curb and gutter, cross-gutters, driveways, sidewalks, and curb ramps. Kabbara Engineering also prepared landscape planting and irrigation and street & underpass lighting PS&E for the beautification of the new and existing medians and parkways. Kabbara Engineering also processed and obtained a UPRR encroachment & right-of-entry permit for work within the Railroad R/W, including painting of the underpass walls and bridge abutments.

Client: **CITY OF BURBANK** 150 N. Third Street, Burbank, CA 91502
Contact: Mr. Omar Moheize, P.E., Principal Engineer, (818) 238-3943, OMoheize@burbankca.gov

Magnolia Park Street and Parking Lot Improvement Projects

Project Cost: \$490,000 **Year of Completion:** 2016

Kabbara Engineering was selected by the City of Burbank to implement the Magnolia Park Specific Plan Improvements, which consisted of preliminary and final design of PS&E for the construction of street improvements, the addition of diagonal on-street parking spaces, and the improvement of a dual use private/public parking lots in the Phase 5 area of the Magnolia Park Specific Plan. Work locations included: Niagara Street, from Magnolia Street North to the Alley; Catalina Street, from Magnolia Street South to the Alley; Frederic Street, from Magnolia Street South to the Alley; Screenland Drive, from Magnolia Street South to the Alley; and 3 Parking Lot Improvements (North & South Magnolia and Church Parking Lots). The work associated with this project consisted primarily of sawcut, removal & disposal of existing structural section and P.C.C. improvements; cold milling of A.C. Pavement; street reconstruction and overlay with A.C. Pavements, and A.B.; construction of new P.C.C. curb, gutters, sidewalk, ramps, driveways, alley intersection and local depressions; 8" P.C.C. Pavement over native; storm drain improvements, including 15" RCP, catch

basins, manholes, and concrete collars; manholes, pull boxes & miscellaneous valve cans adjustment to grade; drought tolerant landscape and irrigation improvements for the 3 Parking Lots; photometric studies & LED lighting improvements for the Parking Lots; Infiltration Planters; retaining wall construction; trash enclosure construction; traffic signing, striping & loop replacement, traffic control and temporary striping; construction survey; and Environmental Compliance (NPDES) and WQMP preparation and processing. The Magnolia North Parking Lot project also included extensive coordination and processing of an Agreement with LADWP for the development of the parking lot within a portion of LADWP right-of-way.

5. FINANCIAL CAPACITY

Financial Stability

Kabbara Engineering is in excellent financial health, and has never been the subject of any litigation, bankruptcies, mergers, or closures, and is not subject to any known conditions that may impact our ability to do business in or with the City of Costa Mesa. Kabbara Engineering has an outstanding commitment to client service, and has never failed or refused to complete a contract with any public agency, most of whom are long term and repeat clients.

Insurance Coverage

Kabbara Engineering maintains professional liability, comprehensive general liability, vehicular, and workers compensation insurance in accordance with the latest requirements of the City of Costa Mesa and the Labor code. A copy of our current certificate of insurance is available upon request.

6. KEY PERSONNEL

Proposed Staffing

Our core team of design professionals has over 140 years of combined municipal civil engineering and project management experience, specifically in Southern California. Kabbara Engineering also enjoys a 30+-year record of success in preparing the design of local, state and federally funded PS&E construction bid packages for a wide variety of Civil Engineering and infrastructure projects for local agencies, many of which have been successfully audited by the FHWA.

The Kabbara Engineering Team has a full range of federal and state funding experience, including preparation and processing of grant applications, preliminary environmental studies and documentation, state and federal permit requirements, requests for authorizations to proceed with design and/or construction, PS&E design, bidding and construction compliance, local agency invoicing/reimbursement procedures, and project closeout.

Ms. Leah Kabbara, P.E., QSD, will be the Project Manager and Principal-in-charge of your projects and will be directly responsible for all aspects of the project. Ms. Kabbara has over 32 years of experience in the design and management of public works projects and has completed numerous municipal streetscapes, street, pavement, traffic, green streets, and other improvement project plans, specifications, estimates within the Southern California area. Mr. Bill Kabbara, P.E., P.L.S., will be the Project Engineer in charge of your projects and has over 33 years of experience in the design and management of streetscape, street, pavement

and various municipal projects within the Southern California basin. **These key personnel above have committed their availability for the duration of this contract and shall not be removed or replaced without the prior written concurrence of the City of Costa Mesa.** The Kabbara Engineering Team for the City of Costa Mesa includes the following resumes:

Kabbara Engineering Team Resumes

KABBARA ENGINEERING

Civil Engineering – Prime Consultant

601 N. Parkcenter Drive, Suite 205, Santa Ana, CA 92705

(714) 744-9400 leah@kabbara.net

Leah Kabbara, P.E., QSD, Principal Engineer/Project Manager - 32+ years' experience

Education: 1983 - University of California, Irvine, BS, Civil Engineering

Licensure: Professional Civil Engineer, State of California - RCE 41879

Qualified SWPPP Developer, State of California - C41879

Professional Organizations: ASCE, APWA, CCEA, AWWA

Brief Background: Ms. Kabbara, Project Manager for Kabbara Engineering, has more than thirty-two (32) years of experience in the design of local, state and federally funded municipal street, streetscape, redevelopment, storm drain, drainage, sewer, water, recycled water, traffic and transportation projects in Southern California. As Project Manager, Ms. Kabbara is responsible for the quality assurance reviews, scheduling, manpower, and for maintaining a high level of communication with clients and staff. Ms. Kabbara has been directly responsible for the following projects, in the role of project manager and/or project engineer, and has been responsible for the design and management of hundreds of street, streetscapes, lighting, traffic, sewer, water, storm drain and institutional projects. Ms. Kabbara also has extensive experience in the preparation and processing of federal and state grant applications, and compliance documentation and currently serves as District Engineer for the Pico Water District.

Project Experience: Ms. Kabbara's experience includes streetscape design for the City of Downey, City of El Segundo, City of West Hollywood, City of Santa Monica, City of Upland, City of Pico Rivera, City of Burbank and City of Costa Mesa, and numerous other street, storm drain, traffic, water and sewer infrastructure projects throughout Southern California.

Bill Kabbara, P.E., L.S., Principal Engineer/Project Engineer - 33+ years' experience

Education: 1982 - University of California, Irvine, BS, Civil Engineering

1982 - University of California, Irvine, BS, Biological Sciences

1985 - California State University, Long Beach, MS, Civil Engineering

Licensure: Professional Civil Engineer, State of California - RCE 40812

Professional Land Surveyor, State of California - LS 6624

Professional Organizations: ASCE, APWA, CCEA, AWWA, CLSA

Brief Background: Mr. Kabbara has over thirty-three (33) years of professional engineering experience, with a specialization in public works projects specifically in Orange and Los Angeles Counties. As Principal and Project Engineer, Mr. Kabbara will act as the central design figure in the work. Mr. Kabbara has been responsible for the design and management of numerous public works projects including street rehabilitation, streetscape, storm drain, flood control, master plans of drainage, inundation studies, sewer,

water, and institutional projects. Mr. Kabbara also has extensive construction supervision experience, obtained while previously with the Orange County Environmental Management Agency, where he provided construction supervision of public works projects including street reconstruction, storm drains and flood control channels projects. Mr. Kabbara also has over 33 years' experience achieving design compliance with federal and state funding requirements, including ADA, Title 24, and Caltrans E-76 processing, and has served on the APWA technical committee for standards and specifications. Mr. Kabbara's experience includes streetscape design for the City of Downey, City of El Segundo, City of West Hollywood, City of Santa Monica, City of Upland, City of Pico Rivera, City of Burbank and City of Costa Mesa, and numerous other street, storm drain, traffic, water and sewer infrastructure projects throughout Southern California.

Grant Anderson, P.E., T.E., Traffic Engineer - 40+ years' experience

Education: 1978 - University of Southern California, BS, Civil Engineering
Licensure: Professional Civil Engineer, State of California - RCE 34285
Professional Traffic Engineer, State of California - RTE 1193

Brief Background/Experience: Mr. Anderson has over 40 years of experience in traffic and civil engineering. He has been responsible for traffic studies of intersections and highway segments, traffic signals, preparing reports and recommendations related to traffic/transportation problems, traffic operations, and freeway and road development. Previously, as Chief of Roadway Design and Chief Traffic Engineer for the County of Orange (Retired - OCERS), Mr. Anderson has supervised roadway design and civil engineers, traffic engineers and technicians in traffic operations, traffic engineering, and short-range transportation planning activities. He has represented Traffic Engineering on various committees and commissions. He has provided his technical expertise in design, plan check and consulting with a variety of private and public agencies. Mr. Anderson is also an expert in federal and state funding and grant applications, and recently provided Kabbara Engineering's On-call professional traffic engineering and program management services to the City of Costa Mesa. Mr. Anderson most recently completed the following streetscape project as a highly qualified member of the Kabbara Engineering team: *City of West Hollywood – Melrose Avenue Streetscape Improvement Project*.

Ithiel Carter, PhD., L.S., Land Surveyor- 25+ years' experience

Education: 1985 - University of California, Santa Barbara, BS, Mathematics
1987 - University of California, Santa Barbara, MS, Mathematics
1990 - University of California, Santa Barbara, PhD, Mathematics
Licensure: Professional Land Surveyor, State of California - LS 6759

Brief Background/Experience: Dr. Carter has over 25 years of professional land surveying experience. He has extensive experience in control and topographic surveying, data collection and reduction, road profiling and cross sections, construction staking, right-of-way mapping, legal descriptions and exhibits, and boundary analysis. Dr. Carter is responsible for mapping, coordination, review and approval of survey field work, managing and scheduling crews and coordination with clients' approval, inspection, and management of testing services. Dr. Carter's most recently completed the following streetscape projects as a highly qualified member of the Kabbara Engineering team: *City of Upland - Foothill Boulevard Streetscape Design Survey, Legal Descriptions and Exhibits for R/W dedications and easements; City of West Hollywood - La Brea Avenue Streetscape Design Survey; City of Santa Monica - 20th Street & Cloverfield Boulevard Streetscape Design Survey*.

Robert Harvick, BSCE, E.I.T, Civil Engineer/CAD Designer- 13+ years' experience

Education: B.S., Civil Engineering – 1998, California State University, Fullerton

Licensure: EIT – California – XE 105468

Brief Background/Experience: Mr. Harvick has over thirteen-years of civil engineering experience in the design of public works projects and is very familiar with AutoCAD, AutoDesk Land Development and the Civil Engineering Design Module. Mr. Harvick's recent streetscape experience includes computer-aided design and drafting for the following the City of El Segundo's Downtown Specific Plan Improvement project; City of Santa Monica's 20th and Cloverfield Streetscape; City of Upland, Foothill Boulevard Streetscape and Downtown "C" Street Revitalization Project.

Subconsultant Team

Kabbara Engineering also maintains excellent long-term relationships with a highly qualified group of subconsultants who have worked together successfully on past similar municipal projects for over 10 years, including the following specialized expertise, as required for this project. Departure or reassignment of, or substitution for, any member of the designated subconsultant team shall not be made without the prior written approval of the City.

ON-POINT LAND SURVEYING INC - Field Survey Subconsultants

Mr. Tony Smith, LS, PE, Principal & Field Crew Chief – 18+ years' experience

Bachelor of Science, Civil (Geospatial) Engineering, Cal State Polytechnic University, Pomona

Professional Land Surveyor – CA Certificate No. 8133

Professional Land Surveyor – AZ Certificate No. 48359

Professional Engineer - Civil – CA Certification No. 80387

1906 Orange Tree Ln, Ste. 240, Redlands, CA 92374, T (909) 792-2221 tsmith@onpointlandsurveying.com**FENAGH LLC–Geotechnical Engineering Subconsultants**

Scott Prince, PE, Geotechnical Engineer, – 15+ years' experience

Bachelor of Science, Civil Engineering – California State University, Los Angeles

Bachelor of Science, Systems Engineering, California State Polytechnic University, San Luis Obispo

Professional Engineer #83961, State of California

9474 Chesapeake Dr., Suite 906, San Diego, CA 92123, T (858) 427-2200, sprince@Fenaghengineering.com**WELSH STRUCTURES INC. – Structural Engineering Subconsultants**

Stephanie Welsh, SE, LEED AP, Principal – 35+ years' experience

Bachelor of Science, Civil Engineering – University of California, Irvine

Professional Structural Engineer (CA) S 2998

Professional Civil Engineer (CA) C 36989

12722 Barrett Lane, Santa Ana, CA 92705, T (714) 352-6297, swelsh@welshstructures.com**NUVIS – Landscape Architecture & Irrigation Subconsultants**

Perry Cardoza LA, ASLA, President – 30+ years' experience

Bachelor of Science, Landscape Architecture, California State Polytechnic University, Pomona, 1986

Professional Landscape Architect (CA) PLA 3943

20250 SW Acacia Street, Suite 260, Newport Beach, CA 92660, T (714) 754-7311, pcardoza@nuvis.net

GENERAL TECHNOLOGIES AND SOLUTIONS – Traffic Signal & Interconnect Subconsultants

Rawad Hani, PE, TE, PTOE, PTP, Principal Engineer – *20+ years' experience*
Bachelor of Science, Civil Engineering (Transportation) - American University
Master of Science, Civil Engineering (Transportation) – American University
Professional Civil Engineer (CA, WA, FL)
Professional Traffic Engineer (CA)
Professional Traffic Operations Engineer (PTOE)
11900 W. Olympic Blvd, Suite 450, Los Angeles, CA 90017, T (213) 267 2332 rawad.hani@gentecsol.com

GENERAL TECHNOLOGIES AND SOLUTIONS – Lighting & Electrical Engineering Subconsultants

Chaouki A. Hosn, EE, Senior Electrical Engineer – *34+ years' experience*
Bachelor of Science, Electrical Engineering – University of Washington, Seattle
Professional Electrical Engineer (CA) E 14083
11900 W. Olympic Blvd, Suite 450, Los Angeles, CA 90017, T (213) 267 2332 cah@gentecsol.com

Other subconsultant services in the specialties of Aerial Topography, Environmental Documentation, Potholing, Right-of -Way Acquisition, and Title Services are also available, through our team relationships, if required by the City.

7. COST PROPOSAL

Kabbara Engineering's confidential Proposed Fee Schedule is in the separate sealed envelope included herewith. Our hourly fees/rates shall remain fixed for the initial 1-year term of this contract.

8. EXCEPTIONS

Kabbara Engineering does not take any exceptions nor proposes any conditions on the Sample Professional Services Agreement included in City's Request for Proposal No. 23-13, dated March 22, 2023.

9. APPENDIX (ATTACHED HEREWITH AS FOLLOWS):

- ◆ Vendor Application Form
- ◆ Company Profile & References
- ◆ Ex Parte Communications Certificate
- ◆ Disclosure of Government Positions Form
- ◆ Disqualifications Questionnaire Form
- ◆ Bidder/Applicant/Contractor Campaign Contribution Form



**VENDOR APPLICATION FORM
FOR**

RFP No. 23-13 ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: KABBARA ENGINEERING

Contact Person for Agreement: Leah Kabbara

Title: Principal Engineer E-Mail Address: leah@kabbara.net

Business Telephone: (714) 744-9400 Business Fax: _____

Corporate Mailing Address: P.O. Box 7273

City, State and Zip Code: Orange, CA 92863-7273

Contact Person for Proposals: Leah Kabbara

Title: Principal Engineer E-Mail Address: leah@kabbara.net

Business Telephone: (714) 744-9400 ext. 22 Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☒ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone

Federal Tax Identification Number: [REDACTED]

City of Costa Mesa Business License Number: 07671

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

City of Costa Mesa Business License Expiration Date: to be renewed with contract

COMPANY PROFILE & REFERENCES

Company Legal Name:

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

Active licenses issued by the California State Contractor's License Board: **C 41879**

Business Address: **601 N. PARKCENTER DRIVE, SUITE 205, SANTA ANA, CA 92705**

Website Address: **www.kabbara.net**

Telephone Number: **(714) 744-9400**

Facsimile Number:

Email Address: **leah@kabbara.net**

Length of time the firm has been in business: **33 years**

Length of time at current location: **2 years, previous location 25 years**

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

If yes, please indicate sole proprietor's name and the name you are doing business under: **Leah Kabbara dba KABBARA ENGINEERING**

Federal Taxpayer ID Number: [REDACTED]

Regular Business Hours: **8:30 pm to 5:30 pm**

Regular holidays and hours when business is closed: **noon to 1 pm for lunch & Federal holidays**

Contact person in reference to this solicitation: **Leah Kabbara, PE, Principal Engineer**

Telephone Number: **(714) 744-9400 ext. 22** Facsimile Number:

Email Address: **leah@kabbara.net**

Contact person for accounts payable: **Same as above**

Telephone Number:

Facsimile Number:

Email Address:

Name of Project Manager: **Same as above**

Telephone Number:

Facsimile Number:

Email Address:

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 Costa Mesa

Contact Name: Mr. Raja Sethuraman, PE, TE, Director of Public Works

Contract Amount: \$247,943

Email: raja.sethuraman@costamesaca.gov

Address: City of Costa Mesa, Public Services, 77 Fair Drive, 4th Floor, Costa Mesa, CA 92628

Brief Contract Description: Arlington Drive Bioswale & Dry Weather Diversion Project

Company Name: City of Laguna Beach

Telephone Number: (949) 497-0300

Contact Name: Mr. Mark Trestik, PE, City Engineer

Contract Amount: \$39,925

Email: mtrestik@lagunabeachcity.net

Address: 497 Ocean Avenue, Laguna Beach, CA 92651

Brief Contract Description: Baja Street Retaining Wall Replacement Project

Company Name: City of La Mirada

Telephone Number: (562) 902-2371

Contact Name: Mr. Mark Stowell, PE, Director of Public Works

Contract Amount: \$424,834

Email: mstowell@cityoflamirada.org

Address: City of La Mirada, Public Works Department, 15515 Phoebe Avenue, La Mirada, CA 90638

Brief Contract Description: Measure I, Phase 3, Residential Street & Storm Drain Improvement Project

Company Name: City of Brea

Telephone Number: (714) 990-7657

Contact Name: Mr. Michael Ho, PE, Director of Public Works

Contract Amount: \$115,824

Email: michaelh@ci.brea.ca.us

Address: City of Brea, 1 Civic Center Plaza, Brea, CA 92821

Brief Contract Description: Eagle Hills Tract Water and Street Improvement Project

Company Name: City of Upland

Telephone Number: (909) 291-2946

Contact Name: Mr. Bob Critchfield, PE, Engineering Manager

Contract Amount: \$119,700

Email: bcritchfield@ci.upland.ca.us

Address: City of Upland, Public Works Department, 1370 N. Benson Avenue, Upland, CA 91786

Brief Contract Description: Alpine, Vernon & Palm Street & Utility Improvements Project

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. 23-13 ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES** at any time after **March 22, 2023**.



Signature

Date: April 6, 2023

Leah Kabbara, PE, Principal Engineer

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **March 22, 2023** with a City Councilmember concerning informal **RFP No. 23-13 ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISCLOSURE OF GOVERNMENT POSITIONS

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

NONE.

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X

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



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

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

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
				NONE

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

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

KABBARA ENGINEERING


Bidder/Applicant/Proposer

April 6, 2023
Date

EXHIBIT C
COST PROPOSAL

April 6, 2023

City of Costa Mesa
Finance Department
77 Fair Drive, Room 100
Costa Mesa, CA 92626

Attention: Purchasing Division

Subject: Cost Proposal for “On-Call Public Works/Engineering Staff Support Services” for RFP No. 23-13

Ladies & Gentlemen:

Thank you for allowing us to present our Proposal to the City of Costa Mesa for On-Call Public Works/Engineering Staff Support Services, for RFP No. 23-13g Design contract. Enclosed is our confidential Schedule of Hourly Rates, for providing professional public works engineering services to the City of Costa Mesa. Also attached are the hourly rate schedules for our subconsultant team.

Kabbara Engineering is pleased to have maintained a successful working relationship with City staff and stakeholders since 1995, and has **successfully completed the design and management of numerous public works infrastructure projects for the City of Costa Mesa, including the most recent award-winning Arlington Drive Bioswale & Dry Weather Diversion Project and the following list of projects:**

- James Street Alleys
- Shalimar Alleys
- Various Alley Improvements – Alley Nos. 123, 122, 116, 108, 107, 106, 75, 76, 77, 66, 54, 28, 29, 30, 31, 15, 75, and 76.
- Fairview Relief Storm Drain Project
- Walnut Avenue Drainage Project
- Zone 16 Street Resurfacing Project
- Pomona & 18th Street Rehabilitation Project
- Wallace, Kenwood & Buoy Street Rehabilitation Project
- South Coast Drive Rehabilitation Project
- Hyland Avenue Rehabilitation Project
- Old Newport Boulevard Improvement Project
- Fairview Park Bike Trail & Parking Lot Improvements – Preliminary Design
- Pacific Avenue Topographic Survey
- Pacific Avenue Cul-de-sac Preliminary Design

Our hourly fees/rates shall remain fixed for the initial 1-year term of this contract. Our hourly fees/rates include all indirect costs associated with providing the subject services to the City of Costa Mesa, as follows:

CLASSIFICATION
ENGINEERING**HOURLY RATES**

<i>Principal Engineer/Project Manager</i>	<i>\$ 220 per hour</i>
<i>Project Engineer/Senior Engineer</i>	<i>\$ 200 per hour</i>
<i>Quality Engineer</i>	<i>\$ 160 per hour</i>
<i>Designer/ Civil Engineer</i>	<i>\$ 130 per hour</i>
<i>Junior Engineer</i>	<i>\$ 110 per hour</i>
<i>CADD Operator</i>	<i>\$ 100 per hour</i>

SURVEYING

<i>Licensed Land Surveyor</i>	<i>\$ 220 per hour</i>
<i>Survey Technician</i>	<i>\$ 140 per hour</i>

CLERICAL

<i>Clerical</i>	<i>\$ 90 per hour</i>
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MISCELLANEOUS EXPENSE CHARGES:

Kabbara Engineering considers local travel/mileage, photocopying, first class postage, telephone, facsimile, and mobile communication charges a normal part of doing business and such costs are included in the stated hourly rates. Out-of-pocket expenses including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Mileage is charged at the maximum allowable IRS rate. A finance charge will be computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent and charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs of collection.

SUBCONTRACTS:

Subcontracted services, such as geotechnical, field survey or environmental engineering services, will be invoiced at cost plus ten percent (+10%). In the event Kabbara Engineering is required to perform any act in relation to litigation arising out of any project with the Client, such services will be invoiced at three (3) times the regular hourly rates.



The hourly rate schedules for our subconsultant team members, are also attached herewith for your consideration.

Thank you for this opportunity to be of service. We look forward to working with City staff on this contract.

This proposal shall remain valid for a period of 180 days from the date of this letter.

Should you have any questions or need additional information, please contact me at the following address: 601 N. Parkcenter Drive, Suite 205, Santa Ana, CA 92705, or by telephone: (714) 744-9400, extension 22, or email at leah@kabbara.net.

Sincerely,

KABBARA ENGINEERING

A handwritten signature in blue ink, appearing to read "Leah Kabbara", is written over a horizontal line.

Leah Kabbara, PE, QSD
Principal Engineer



1906 Orange Tree Lane, Suite 240 • Redlands, California 92373
(909) 792-2221 • (909) 784-1836 fax
office@onpointlandsurveying.com • www.onpointlandsurveying.com

RATES EFFECTIVE 01-01-23 to 12-31-26

HOURLY RATE SCHEDULE (NON-PREVAILING WAGE)

OFFICE:

Research of Records/Drafting/Mapping	\$150
Survey Calculations and Document Preparation	\$150
Land Surveyor Review/Professional Services	\$225

FIELD:

Survey Crew (4 hour Minimum)	\$275
Survey Crew (Outside of normal hours of operation)	\$355
Travel Time	\$150

HOURLY RATE SCHEDULE (PREVAILING WAGE)

OFFICE:

Research of Records/Drafting/Mapping	\$150
Survey Calculations and Document Preparation	\$150
Land Surveyor Review/Professional Services	\$225

FIELD:

Survey Crew (4 hour Minimum)	\$300
Survey Crew (Outside of normal hours of operation)	\$450
Travel Time	\$150



INSPECTING
TESTING
ENGINEERING

Kabbara Engineering - City of Costa Mesa 03.29.23

FET 2023 FEE SCHEDULE
PERSONNEL FEES AND BASIS OF CHARGES
INSPECTIONS, ENGINEERING & SPECIAL SERVICES

* FIELD INSPECTION SERVICES	National Standard	Standard Rate/Hour	Discounted Rate/Hour
Steel Visual Welding		\$161.00	\$130.00
Steel Visual Bolting		\$161.00	\$130.00
Nondestructive - UT, MT, PT		\$161.00	\$134.00
Steel Visual/NDT Combination		\$161.00	\$134.00
Concrete ACI Sampling		\$161.00	\$124.00
Batch Plant Inspection		\$161.00	\$124.00
Concrete ICC/ACI-II (Rebar/Placement)		\$161.00	\$130.00
Concrete PT		\$161.00	\$130.00
Masonry		\$161.00	\$130.00
Fireproofing (Thickness/Density)		\$161.00	\$130.00
Firestopping/Fire-safing		\$161.00	\$130.00
Soil Technician w/Nuclear Gauge and/or Sand Cone (Portal to Portal)		\$161.00	\$124.00
Asphalt Technician w/Nuclear Gauge (Portal to Portal)		\$161.00	\$124.00
Roofing & Weatherproofing/Waterproofing		\$161.00	\$124.00
Structural Wood Framing		\$161.00	\$124.00
Shotcrete		\$161.00	\$124.00
Fiber Reinforced Concrete (FRP)		\$161.00	\$130.00
Lead/Multi-Disciplined Inspector		\$161.00	\$134.00
Specialty Inspector where certification not above is required		\$161.00	\$124.00
Certified Cal OSHA Tower Inspector		\$161.00	\$145.00
Quality Control Manager		\$161.00	\$145.00
ASNT Level III		\$161.00	\$145.00
Laboratory Technician/Sample Runner		\$161.00	\$85.00
Project Coordinator		\$161.00	\$87.00
Technician Typist		\$161.00	\$87.00
**PROFESSIONAL SERVICES			
Principal Engineer (Civil/Structural)		\$348.00	\$234.00
Geotechnical Engineer		\$348.00	\$189.00
Consulting Engineer (Envelope)		\$346.00	\$159.00
Associate Engineer, Licensed		\$241.00	\$159.00
Project Geologist		\$241.00	\$159.00
Project Manager		\$241.00	\$181.00
Staff Engineer		\$241.00	\$159.00
Field Supervisor		\$214.00	\$135.00
SPECIAL SERVICES			
Portable and Mobile Laboratories, Concrete and Soils		QOR	
*** Off-Site Structural Steel or Precast Fabrication		\$198.00	\$124.00
* Epoxy Bolt Proof Load/Pull Testing		\$144.00	\$124.00
* Expansion Anchor Proof Load/Torque Testing		\$144.00	\$124.00
* Coring, 1 Person (including equipment)		\$348.00	\$192.00
* Coring, 2 Persons (including equipment)		\$455.00	\$384.00
Engineering Project Research		QOR	
Skidmore-Wilhelm Equipment Fee Per Hour		\$80.00	
Geotechnical Site Investigations/Foundation Reports		\$8,025.00	
Rebound Hammer, Schmidt Hammer, Windsor Probe - Equipment Fee Per Hour		\$275.00	
Floor Flatness Testing FF/FL - (Equipment Fee \$100/Hour)		\$346.00	\$225.00
Floor Flatness Testing FF/FL - Report Fee		\$535.00	\$350.00
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - \$83/Kit	ASTM F1869	\$123.00	
Relative Humidity Testing - (\$91/kit)	ASTM F2170	\$123.00	
GPR (Ground Penetrating Radar) - Equipment Fee \$175/Hour		\$375.00	\$294.00
Concrete Crack Gauge Monitoring		\$375.00	
Building Envelope - Air Leakage Rate by Fan Pressure	ASTM E779	\$803.00	
Water Penetration of Windows, Skylights, Doors and Curtain Walls by Uniform or Cyclic Pressure	ASTM E1105	\$3,050.00	\$450.00
Air and Water Infiltration Leakage Testing	AMMA 501.2	\$3,050.00	\$450.00
Electronic Leak Detection of Roof (Vector Mapping)		QOR	
Air Content Test Equipment		\$107.00	
Slump & Temperature Equipment		\$107.00	
Fireproof Density and Adhesion/Cohesion Inspection Kit		\$107.00	
Dynamic Cone Penetrometer (DCP)		QOR	
Gamma Gamma/ Cross Hole Sonic Logging (CSL) Testing		\$3,306.00	\$450.00
Administration, Accounting, Special Projects, Notary, Certified Payroll		\$134.00	\$87.00
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - \$500)		\$375.00	
Welding Procedure Review (less than 48 hours notice - \$500)		\$375.00	
Welder Qualification Test Record	AWS	\$1,070.00	
Geotechnical Pad Letter (less than 48 hours notice - \$2,000)		\$1,605.00	
Final Letter (less than 48 hours notice - \$2,000)		\$1,605.00	
Expert Witness Court appearance, per day		\$2,568.00	

* Field inspection services will be billed in accordance with minimums shown on Basis of Charges.

**Professional engineering services and laboratory technician services will be billed at actual time.

*** All plant inspections are located within 50 miles of the project location. Steel shops will be AISC certified and concrete plants will be PIC certified.

**** Two inspections performed by the same inspector during a site visit will be billed at the combination rate.

***** Three or more inspections performed by the same inspector during a site visit will be billed at the multi-disciplined rate.



BASIS OF CHARGES

GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services other than supervisory will be charged at applicable rates. For

MINIMUM HOURLY CHARGES – INSPECTION

Field services will be billed in 2-hour increments and actual hours worked after 4 hours:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard - (Work performed between 2:00 pm and 4:00 am)	1.5 x quoted hourly rate

MISCELLANEOUS CHARGES - Only Where Applicable

Notary Services Fee	\$25.00/each
Facsimile Charges. Plus \$1.00/page (n/c for cover page)	\$5.00 minimum
Wireless Router/Data Card for Jobsite Internet	\$100.00/day
Parking Fees	At Cost
Air Travel	Cost Plus 5%
Outside Services	Cost Plus 20%
Per Diem	\$125.00/day
Mileage	Standard Federal Rate
Sample Pickup	\$40.00/Each
Weekend Sample Pickup	\$75.00/hour
Project Administration	10% of Monthly Invoice
Samples Made by Others	\$110 + Test Cost
Laboratory Sample Witness Fee	\$100.00
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR
Returned Check Fee	\$100.00
Expedited Dispatch Request (inspections scheduled less than 12 hours notice)	1.5 X quoted hourly rate

TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$100.00 for any engineering report. Please note some tests maybe tested by sub consultants. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50% mark-up.

LIMIT OF LIABILITY

The total liability of Fenagh, LLC is limited to the contract dollar value.

INSURANCE

For the waiver of subrogation if required by client, a 3% Fenagh administrative fee will be added to all gross billings/revenue in addition to the 3% Project Management fee.

PAYMENT

Invoices will be submitted monthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.



LAB CONCRETE AND MASONRY TESTS

CONCRETE	<u>National Standard</u>	<u>Standard Rate/Each</u>	<u>Discounted Rate/Each</u>
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39	\$59.00	\$32.00
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39	\$59.00	\$32.00
Compressive Strength of Cylindrical Concrete Specimens (over 3500 psi)	ASTM C39	\$91.00	
Compressive Strength of Cylindrical Concrete Specimens (over 6000 psi)	ASTM C39	\$123.00	
Cylinder molds. 6" x 12" and 4" x 8" (Per Case)	ASTM C470	\$64.00	
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	\$70.00	
Obtaining and Testing Sawed Beams and Drilled Cores of Concrete (cores)	ASTM C42	\$161.00	\$68.00
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	\$321.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	\$225.00	\$85.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage 1 Sample)	ASTM C157	\$107.00	
Shotcrete Nozzleman Qualification	ACI 506, ASTM C42 and C1140	\$321.00	
Shotcrete Pre-Qualification Cores	ACI 506, ASTM C42 and C1140	\$80.00	
Shotcrete Production Cores	ASTM C1140	\$80.00	
Coefficient of Thermal Expansion	AASHTO T336	\$385.00	
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	\$348.00	\$79.00
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	\$829.00	
Cement Quality Sampling		\$626.00	
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	\$54.00	
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	\$268.00	\$85.00
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	\$278.00	
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room		\$214.00	
Density of Hydraulic Cement	ASTM C188	\$278.00	
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	\$214.00	
GFRC Pull Test	PCI	\$535.00	
GFRC Flexural Test	PCI	\$535.00	
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	\$64.00	
Petrographic Analysis		\$3,745.00	
<u>MASONRY</u>			
Compressive Testing of Grout (Masonry)	ASTM C1019	\$91.00	\$32.00
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	\$134.00	
Compressive Strength of Masonry Prisms	ASTM C1314	\$134.00	
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	\$187.00	\$109.00
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	\$161.00	
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	\$268.00	\$132.00
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	\$268.00	\$288.00
Masonry Core Shear Testing		\$268.00	
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	\$428.00	\$173.00
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*	ASTM C67	\$1,070.00	\$132.00
Mortar Molds. 2" x 4". Single Use		\$134.00	
Mortar or Grout, Stored and Cured, Not Tested (including mold)		\$134.00	
<u>AGGREGATES (SOILS AND CONCRETE)</u>			
Determining Sieve Analysis of Fine and Coarse Aggregates (Coarse Only)	ASTM C136	\$161.00	
Sieve Analysis of Fine and Coarse Aggregates (Fine Only)	ASTM C136	\$244.00	\$27.00
Sieve Analysis of Fine and Coarse Aggregates (Wash Included)	ASTM C117	\$268.00	\$81.00
Sieve Analysis of Fine and Coarse Aggregates (200 Wash Only)	ASTM C117	\$161.00	
Evaluating Cleanliness of Coarse Aggregate		\$268.00	\$230.00
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88	\$187.00	
Unit Weight of Aggregate		\$134.00	
Clay Lumps and Friable Particles in Aggregates	ASTM C142	\$161.00	
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$268.00	\$201.00
Organic Impurities in Fine Aggregates for Concrete	ASTM C40	\$241.00	\$104.00
Density, Relative Density(Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127	\$241.00	\$132.00
Density, Relative Density(Specific Gravity), and Absorption of Fine Aggregate	ASTM C128	\$241.00	\$132.00
Resistance of Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C131	\$535.00	\$258.00
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821	\$268.00	\$173.00
Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)	ASTM C1252/AASHTO T304A	\$268.00	
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419	\$187.00	\$101.00
Flakiness Index of Coarse Aggregate		\$187.00	
Durability Index (Fine)	ASTM D3744	\$294.00	\$111.00
Durability Index (Coarse)	ASTM D3744	\$294.00	\$111.00
Durability Index (Fine and Coarse)	ASTM D 3744	\$305.00	\$258.00
Lightweight Particles in Aggregate	ASTM C123/AASHTO T113	QOR	
Resistance of Rock to Wetting and Drying	CRD-C169	\$428.00	

*Unusual sample preparation for brick specimen will be charged at the established hourly rate.



LAB SOILS AND ASPHALT TESTS

<u>SOILS</u>	<u>National Standard</u>	<u>Standard Rate/Each</u>	<u>Discounted Rate/Each</u>
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	\$455.00	\$299.00
Caltrans Corrosivity Package		\$455.00	\$216.00
Resistivity and pH Measurements of Soil and Water		\$244.00	\$144.00
Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water		\$214.00	
Soils and Waters for Sulfate Content		\$161.00	
Soils and Waters for Chloride Content		\$161.00	
Swell Test Under 60psf Surcharge (per SNV Amendments to IBC)	ASTM D2435 (Modified)	\$187.00	
Particle-Size Analysis of Soils (with Hydrometer)	ASTM D422	\$589.00	\$230.00
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer	ASTM D4542	\$589.00	
Standard Test Method for Particle-Size Analysis of Soils (without Hydrometer)	ASTM D422	\$482.00	
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318	\$428.00	\$146.00
Laboratory Compaction Characteristics of Soil Using Modified/Standard Effort	ASTM D1557/D698	\$428.00	\$253.00
Field Density Test for Compaction		\$214.00	
Hydrometer Only	ASTM D422	\$482.00	
pH of Soils	ASTM D4972	\$482.00	
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer	ASTM D2844	\$642.00	\$318.00
Laboratory Determination of Water(*moisture) Content of Soil and Rock by Mass	ASTM D2216	\$244.00	\$40.00
Density of Soil in Place by the Drive-Cylinder Method	ASTM D2937	\$134.00	\$51.00
Expansion Index of Soils	ASTM D4829	\$404.00	\$204.00
	ASTM D5084	\$482.00	
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)			
Lab Compaction Characteristics of Soil 1 Point Proctor (Check Point)	ASTM D698/D1557	\$244.00	\$100.00
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D4253	\$321.00	
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4254	\$321.00	
Density of Hydraulic Cement	ASTM C188	\$294.00	
Volatile Organic Content	EPA 8260B	QOR	
Semi Volatile Organics by GC/Ms (Basic Target List)	EPA 8270C	QOR	
Total Organic Carbon	ASTM 2974/EPA 5310Bm	QOR	
ICP Metals Concentration	EPA 6020 - CAM/CCR 17	QOR	
	EPA 8015B	QOR	
Total Extractable Petroleum Hydrocarbons: TPH, MTBE, Benzene,Toluene, Ethylbenzene, Zylenes, %SS			
ICP Metals Concentration	EPA 6020	QOR	
pH	EPA 9045D	\$482.00	
Sequential Batch Extraction of Waste with Acidic Extraction Fluid	ASTM D5284	QOR	
Chromium Soluble	EPA 7196A	QOR	
Moisture, Ash and Organic Matter of Peat and Other Organic Soils (Organic Content)	ASTM D2974	\$268.00	\$86.00
Universal Soil Classification System (USCS) Test	ASTM D2487	\$428.00	
California Bearing Ratio Test	ASTM D1883	\$428.00	
Unconfined Compressive Strength of Cohesive Soil	ASTM D2166	\$268.00	\$186.00
<u>ASPHALT</u>			
Bituminous Material Content of Asphaltic Concrete Mixtures By The Nuclear Method		\$963.00	
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)	ASTM D2172	\$803.00	
Determining Low Temperature Performance Grade (PG) of Asphalt Binders	ASTM 6816	QOR	
Thickness/Height of Compacted Bituminous Paving Mixture Specimens (Cores)	ASTM D3549	\$268.00	
Bituminous Mixtures Utilizing Four Inch Marshall Apparatus		\$248.00	
Method of Prep of Bituminous Mixture Test Specimens	ASTM D6926	\$268.00	
Bulk Specific Gravity and Density of Compacted Bituminous Mixtures (LTMD)	ASTM D1188 and D2726	\$963.00	
Indirect Tensile (IDT) Strength of Bituminous Mixtures (TSR)	ASTM D6931	QOR	
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate	ASTM D5444	\$375.00	\$104.00
Marshall Stability and Flow of Bituminous Mixtures	ASTM D6927	\$963.00	\$461.00
Theoretical Maximum Specific Gravity and Density (Rice)	ASTM D2041	\$375.00	\$153.00
Swell of Bituminous Mixtures		\$375.00	
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt	ASTM D1461	\$910.00	
Preperation of HMA Superpave Gyratory Compaction	AASHTO T312	\$963.00	\$404.00
Determination of Voids in Compacted Bituminous Mixtures		\$482.00	
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307	\$428.00	
Determination of Asphalt Binder Content of Asphaltic Concrete Mixtures (RAP) by the Ignition Method		\$428.00	
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307	\$428.00	\$288.00
Determination of Asphalt and Moisture Contents of Bituminous Mixtures by Microwave Oven		\$428.00	\$57.00
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)	ASTM D1075	\$2,140.00	
Compressive Strength of Bituminous Mixtures	ASTM D1074	\$268.00	

* Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician.

** Does not include sample preparation or sieve analysis



LAB METALS AND OTHER MATERIALS TESTS

<u>METALS MATERIALS MECHANICAL TESTS</u>	<u>National Standard</u>	<u>Standard Rate/Each</u>	<u>Discounted Rate/Each</u>
Mechanical Testing of Steel Products (General Tensile)	ASTM A370	\$348.00	\$219.00
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	\$134.00	
Tension Testing of Metallic Materials (Welding Coupon Tensile)	ASTM E8, B557 and AWS B4.0	\$348.00	
Mechanical Testing of Steel Products (Couplers)	ASTM A370	\$348.00	
Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic Materials	ASTM E2248 and ASTM E23	QOR	
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	\$321.00	
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8	ASTM A370 and E290	\$268.00	
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11	ASTM A370 and E290	\$321.00	
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #14+	ASTM A370 and E290	QOR	
Mechanical Testing of Steel Products, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement	ASTM A370, A82 and A185	\$321.00	
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	\$187.00	
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts Only (Tension and Yield)	ASTM F307, F1554 and F606	\$375.00	
Rockwell Hardness of Metallic Materials	ASTM E18	\$107.00	
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	\$241.00	
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR	
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	\$241.00	
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct Tension Indicators, and Rivets (HSB Assemblies)	ASTM F606	\$268.00	
Mechanical Testing of Steel Products (Terminators Tensile)	ASTM A370	\$268.00	
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete	ASTM A416 and A1061	\$1,070.00	
<u>OTHER MATERIALS MECHANICAL TESTS</u>			
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	\$428.00	
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	\$428.00	
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	\$375.00	
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars (FRP)	ASTM D3039	\$856.00	\$600.00
Moisture Content of Non-Typical Materials	ASTM C566	\$268.00	
Aluminum Oxide Content	ASTM C25	\$803.00	
Viscosity of Non-Typical Materials	ASTM D2196	\$482.00	
Plastic Ultimate Tensile	ASTM D638	\$375.00	
<u>FIREPROOFING</u>			
Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	\$268.00	\$82.00
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	\$407.00	\$85.00
<u>CONTACT INFORMATION</u>			
Arizona: 1746 E. Madison Street, Suite 5 • Phoenix, AZ 85034 • P 480.867.6877			
Nevada: 3842 E. Post Road, Suite B • Las Vegas, NV 89120 • P 702.449.2132			
New England: 12 Tech Cir • Natick, MA 01760 • P 617.938.3774			
New York: 54-21 73rd Place • Maspeth, NY 11378 • P 516.423.3482			
Northern California: 3942 Valley Avenue, Suite A • Pleasanton, CA 94566 • P 925.403.4747			
Southern California: 9070 Center Avenue • Rancho Cucamonga, CA 91730 • P 909.587.6374			
Southern California: 9474 Chesapeake Drive, Suite 906 • San Diego, CA 92123 • P 858.427.2200			
Texas: 3709 Promontory Point Drive, Suite 210 • Austin, TX 78744 • P 925.403.4746			
Washington: 22016 68th Avenue South • Kent, WA 98032			



SUMMARY RATE SHEET

LABOR RATES	
Labor Category/Grade	Maximum Billing Rate Per Hour ¹
Engineer / Planner / Analyst (L1)	\$140.00
Engineer / Planner / Analyst (L2)	\$150.00
Engineer / Planner / Analyst (L3)	\$175.00
Engineer / Planner / Analyst (L4)	\$185.00
Engineer / Planner / Analyst (L5)	\$195.00
Engineer / Planner / Analyst (L6)	\$235.00
Principal L7	\$295.00
Project Admin / CAD / Graphics (L4)	\$180.00
Project Admin / CAD / Graphics (L2)	\$130.00
Project Admin / CAD / Graphics (L1)	\$95.00

Notes:

Rates may be lower for the labor category but never higher.

Mileage is charged per the maximum allowable IRS rate.

Other expenses (surveys, printing, etc.) will be charged at actual cost.

WELSH STRUCTURES, INC. SCHEDULE OF RATES

TITLE	BILLING RATE
Principal Structural Engineer	\$170.00/Hour
Associate Structural Engineer	\$125.00/Hour
Engineer	\$95.00/Hour
Cad Technician	\$80.00/Hour
Clerical	\$40.00/Hour

Notes:

(1) Out-of-pocket expenses including, but not limited to travel, printing, courier service, and special consultants, will be billed at our cost plus 5%.

(2) Rates are effective through December 31, 2023.

PROFESSIONAL HOURLY RATES

2023

HOURLY RATES:

Professional services (including portal to portal domestic travel time) performed on an hourly basis will be billed at the following personnel rates.

Corporate Principal	\$210.00/hour
Principal	180.00/hour
Senior Associate	165.00/hour
Associate	150.00/hour
CADD Technician I	140.00/hour
CADD Technician II	130.00/hour
Administrative	100.00/hour

DIRECT PROJECT EXPENSES:

Direct Project Expenses (DPE) shall be billed to the CLIENT in addition to fees for professional scope of services at the multiplier of 1.15% of actual cost. They include, but may not be limited to, production 'materials' or expenditures on behalf of the project, including: computer related expenses (ie: plotting and digital transfer items); domestic courier delivery service and postage/ shipping/ overnight delivery; facsimile (outgoing); photography and related supplies; in-house printing/ reproduction; special insurance coverage; and sub-consultants not retained by the CLIENT.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
Z&K CONSULTANTS, INC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of June, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Z&K Consultants, Inc ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide on-call public works and engineering staffing support services, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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

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

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

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

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed Three Hundred Thousand Dollars (\$ 300,000.00).

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. 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 July 10, 2023, and continue for a period of three years, ending on July 9, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two additional one 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:

Z&K Consultants
17130 Van Buren Blvd. #122
Riverside, CA 92504

Tel: (951) 310-7470
Attn: Crystal Fraire

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Tel: (714) 754-5323
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 negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance 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 negligence, recklessness, or willful misconduct in 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. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures appear on following page.]

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

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Seung Yang,
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

Our proposed personnel are local to the community and worked in the City of Costa Mesa and surrounding areas. We are excited to serve the City of Costa Mesa.



City of Costa Mesa



REQUEST FOR PROPOSAL (RFP NO. 23-13) ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES

COVER LETTER

April 6, 2023

Stephanie Urueta
City of Costa Mesa, Public Works Department
77 Fair Drive, 1st Floor, Costa Mesa, CA 92626

Subject: Request for Proposal (RFP No. 23-13) for On-Call Public Works/Engineering Staff Support Services

Dear Ms. Urueta,

Z&K Consultants Inc. (Z&K) proudly presents our proposal to the City of Costa Mesa Request for Proposal (RFP No. 23-13) for On-Call Public Works/Engineering Staff Support Services. Our Team has successfully completed Projects in the City of Costa Mesa, including the **Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project (City Project No. 21-03)** and the **Jack Hammett Sports Complex Parking Lot and ADA Upgrades Project, City Project No. 21-05**.

Z&K is a certified **Disadvantaged Business Enterprise (DBE)**, **Women's Business Enterprise (WBE)**, and **Small Business Enterprise (SBE)** in Southern California. The Z&K Team specializes in the provision of On-Call Services, Civil Design, Construction Management, Project Management, Engineering Services, Construction Administration, Construction Inspection, Pre-Construction Inspection, Staff Augmentation, and other Professional Engineering Consulting Services. The Z&K Team has held numerous similar contracts for local agencies.

We are proud to team up with EXP U.S. Services, Inc., David Evans & Associates, and Converse Consultants to provide the requested services. Z&K is proposing the **same experienced team members** that successfully managed similar on-call contracts. This Team works efficiently and with great comradery with City staff to achieve the community's goals.

Z&K has carefully selected this **"A-Team"** and has committed our most qualified staff for the duration of the contract to deliver successful the City's Projects. Our team members' unmatched experience in On-Call Public Works/Engineering Staff Support Services of similar projects makes the Z&K team uniquely qualified to provide the requested services.

We maintain an extensive **history of working with various local agencies, including the City of Costa Mesa**. Throughout the completion of many projects, our team has demonstrated an unparalleled ability to work well with local agency staff, project stakeholders, engineers, designers, and contractors. We have successfully delivered projects in a timely and cost-effective manner and have acquired a keen understanding of local agency requirements. We will dedicate the necessary resources to complete each assignment on time and within budget. Our key personnel will be assigned to the project for the entire duration and will not be removed or replaced without concurrence from the City.

I will serve as the contact person for the full duration of the contract, and I am authorized to bind the firm to the terms of the proposal and execute legal documents on behalf of the firm. Z&K Consultants, Inc. does not have any exceptions and commits to accept the terms and conditions to in the RFP and Professional Services Agreement. We acknowledge that the City issued did not issue any addendums or Q&A responses. By signing below, I attest that all information submitted with the proposal is true and correct. The proposal and cost proposal will remain valid for a period of not less than 180 calendar days from the date of submittal.

Sincerely,



Crystal Fraire, PE | President, Z&K Consultants Inc.
17130 Van Buren Blvd. | Suite 122 | Riverside, CA 92504
951.310.7470 | cfraire@zandkconsultants.com

Our proposed Team have successfully served the following Cities/Agencies (OVER 50) with exceptional client service to:

- » City of Chino
- » City of Rancho Pales Verdes
- » City of Manhattan Beach
- » City of Irwindale
- » City of San Bernardino
- » City of Oceanside
- » City of Norco
- » City of Pomona
- » City of Corona
- » City of Lancaster
- » City of Beaumont
- » City of Temecula
- » City of Moreno Valley
- » City of Eastvale
- » City of Laguna Beach
- » City of Santa Monica
- » City of Compton
- » City of Torrance
- » City of San Marino
- » City of Alhambra
- » City of Norwalk
- » City of Rosemead
- » City of Costa Mesa
- » City of Lake Forest
- » City of Los Angeles
- » City of Seal Beach
- » City of Huntington Beach
- » City of Long Beach
- » City of La Mirada
- » City of Yorba Linda
- » City of Bakersfield
- » Long Beach Water Department
- » County of Riverside Transportation Department
- » County of Los Angeles
- » County of Orange
- » County of San Bernardino
- » Caltrans D8 PM
- » Caltrans D8 A&E
- » Caltrans D7 A&E

BACKGROUND AND PROJECT SUMMARY SECTION

Z&K Consultants Inc. (Z&K) is a leading provider of Public Works/Engineering Staff Support Services. We are a full-service civil engineering firm specializing in professional engineering services ranging from design, program management, project management, construction management, construction inspection, structural engineering, plan review, surveying, environmental, and staff augmentation.

The Z&K Team with EXP U.S. Services, Inc. has successfully completed similar contracts with local municipalities in the past. Z&K has exceptional experience providing Public Works/Engineering Staff Support Services of projects for Southern California municipal agencies in the following project types/features: Street resurfacing and reconstruction, including pavement design, concrete curb, gutter and ramps, street and storm drain in-ground and above-ground pump stations, sewer and storm drain pipe replacement, shoreline upgrades and repairs, including rip-rap, concrete seawalls, bridge abutments, and docks, lagoon pumps and weir systems, park improvements, including play fields and courts, pathways, buildings, and field lighting, site grading retaining walls, and utility replacement, traffic signal and street lighting equipment replacement, including pole and cabinet foundations and conduits, and land surveying, mapping, tract and parcel map processing.

Z&K has successfully held over 50 On-Call contracts in the last 5 years providing Design, Project Management, Construction Management, Inspection, and Program Management.

Our proposed Z&K team has successfully delivered numerous similar projects, ahead of schedule and under budget. Z&K has identified a multidisciplinary team to deliver excellent engineering services for the City of Costa Mesa's upcoming Projects. The Z&K team knows the importance of providing qualified and experienced personnel, capable of working independently, that arrive on-site properly equipped and have the necessary safety and technical training to start work with no learning curve.

Z&K commits to providing our best engineering services for timely project completion. We will dedicate the necessary resources to complete each assignment on time and within budget. Our key personnel will be assigned to the project for the entire duration and will not be removed or replaced without concurrence from the City. We maintain close attention to our clients by tracking our contract budgets and schedules.

The Z&K Team has extensive experience providing On-Call Engineering Services on similar projects to over 40 agencies in the last 5 years. The Z&K Team has provided On-Call Engineering Services for the following agencies:

- City of Chino
- City of Rancho Palos Verdes
- City of Manhattan Beach
- City of Irwindale
- City of San Bernardino
- City of Oceanside
- City of Norco
- City of Pomona
- City of Corona
- City of Lancaster
- City of Beaumont
- City of Temecula
- City of Moreno Valley
- City of Eastvale
- City of Laguna Beach
- City of Santa Monica
- City of Compton
- City of Torrance
- City of San Marino
- City of Alhambra
- City of Norwalk
- City of Rosemead
- City of Costa Mesa
- City of Lake Forest
- City of Los Angeles
- City of Seal Beach
- City of Huntington Beach
- City of Long Beach
- City of La Mirada
- City of Yorba Linda
- City of Bakersfield
- Long Beach Water Department
- County of Riverside Transportation Department
- County of Los Angeles
- County of Orange
- County of San Bernardino
- Caltrans D8 PM and A&E
- Caltrans D7 A&E
- Caltrans D11 PM
- Caltrans D59 A&E
- Caltrans D5 A&E



Z&K is proud to team up with EXP U.S. Services, Inc. (EXP), David Evans, and Converse Consultants (Converse) deliver the City's Projects. The Z&K Team has carefully identified the City's diverse projects from the list.

We put together a multidisciplinary team to deliver all phases of a project including project development, design and construction. Our Team is composed of experts in transportation, streets, traffic, water, sewer, storm drains, sanitation, parks, public facilities, GIS, and other miscellaneous projects.

SCOPE OF WORK

Z&K has thoroughly reviewed the Request for Proposals (RFP); we confirmed our team will provide all scope of work tasks as outlined in the RFP scope of services to ensure the success of the City of Costa Mesa's Project. Z&K acknowledges our ability to meet potential project requirements for the variety of work listed under the scope of services. The Z&K Team, at a minimum, will perform the following:

1. Provide Staff and Services on an On-Call, As-Needed Basis | Z&K will provide staff and services for Costa Mesa's projects on an on-call and as-needed basis. Z&K has carefully selected this "A-Team" and committed our most qualified staff for the duration of the contract to deliver successful projects. Z&K's philosophy is to protect the Owner's interests, be fair and understanding of the Contractor's issues, and document that the Owner receives a quality product. Our team is composed of experienced personnel with careers dedicated to public works construction. Our team is local with the capacity and flexibility to serve the City's needs. Our services are focused on assuring the highest quality of construction in the most cost effective and responsive manner.

2. Provide Civil Design and/or Construction Management Services for Repair and Replacement of City Infrastructure, Ranging from Street Improvement, Building Maintenance, and Any Other Infrastructure Related Projects | We will develop a clear understanding of design criteria, guidelines and standards up-front that will be used for the project is critical to the success of any project. Our team of designers have diverse experience allowing Z&K to offer design services for repair and replacement of City infrastructure, street improvements, building maintenance, land development, roadway, buildings, wastewater/water treatment facilities, pipelines, and seismic retrofit. Z&K will ensure that technical clearly identify key design criteria for a project and obtain concurrence from the appropriate Agency personnel. In addition, Z&K assigned project manager and our key Leaders have a long history of performing similar work, thus our team is intimately familiar with all aspects of the project Development process including design standards and design manuals, and preparation of specifications and bid documents. Z&K will provide civil design and/or construction management services for repair and replacement of City infrastructure. The Z&K Team has the knowledge, skill, and experience to provide the requested services for this contract. Throughout the project, the Team will review contract documents, plans, and permits. Inspectors will monitor and enforce construction noticing requirements. The Inspectors' primary duties will be to inspect and verify all work in place meets the requirements of the contract plans and specifications, traffic control plans, shop drawings, change orders, and O&M. Inspectors will meet with the project design team, City's consultants, and City staff to work out any problems and resolve issues quickly and efficiently. The Team will make recommendations to the City for any required special inspection or testing of work not in compliance with the provisions of the contract documents. Z&K Consultants take extreme pride for being a very safety conscious organization implementing a safe environment both in our offices and on our project sites. We monitor the Contractor and their subcontractors for safety compliance for meeting local, state, and federal safety requirements. Z&K will review the contractor's safety program for compliance with Cal/OSHA.

3. Provide In-House Personnel or Sub-Consultants for Civil, Land Surveying, Structural, Mechanical, Electrical, and Landscaping Architecture | The Z&K team will provide in-house personnel or sub-consultants based on the City's needs. The Z&K Team has carefully identified the City's diverse projects. We put together a multi-disciplinary team to deliver all phases of a project including project development, design and construction. Our Team is composed of experts in transportation, streets, traffic, water, sewer, storm drains, sanitation, parks, public facilities, and other miscellaneous projects. This team can provide services for specialty categories such as electrical, structures, and landscape.

4. Provide the Full Range of Engineering Services Including Preliminary Studies, Public Outreach, Drawings, Specifications, Estimates and Other Professional Services | We will provide the Full Range of Engineering Services Including Preliminary Studies, Public Outreach, Drawings, Specifications, Estimates and Other Professional Services Z&K understands the importance of public outreach and community interaction. When filling an extension of staff role, as we would anticipate with this contract, we know that we are always representing the City. Our inspectors and engineers strive to manage each project with as little inconvenience to the surrounding public as possible and are constantly vigilant of possible problems and/or complaints. While always attempting to resolve issues in the field, we will also keep City management informed of any significant issues immediately, so they are aware of the situation before it becomes escalated to senior management or council members. Z&K will perform a constructability review of the construction documents, prepare the Construction Management Procedures Manual, establish project filing, and conduct a project schedule workshop for the Contractor. Z&K will schedule, coordinate, and conduct a pre-construction conference with the City, contractor, utilities and other agencies.

5. Review and Develop Standard Plans and Specifications | Z&K will review and develop standard plans and specifications. Z&K has a strong knowledge of the City, County, State, and Federal codes and procedures that are required to deliver a successful project. The team proposed on these projects have extensive experience in project management, construction inspection, and construction management. We have successfully utilized PM/CM Agency delivery on a host of projects. Through this experience, we have developed project management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K's past performance with Cities, Counties, and other agencies shows our remarkable ability to control project costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of adhering to the project budget and schedule control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead construction management and construction costs. The most significant saving is less inconvenience to the traveling public and less public exposure due to shortened construction duration. This will help extend excess project funds into other important projects.

Z&K team members have the knowledge, skill, and experience to ensure that all the materials and anticipated construction operations for this contract and will be on site to monitor and document daily progress of the contractor and verify that all work in place is compliant with the project plans and specifications, and design criteria. Z&K has a strong knowledge of the City, County, State, and Federal codes and procedures that are required to deliver a successful project. Z&K will ensure that all codes and procedures are properly followed for the City's Project. Z&K will ensure that the City has all necessary information to comply with any funding requirements. Our team is experienced in complying with funding reporting and filing requirements. Our Project Managers, Construction Managers, and Inspectors will be able to provide an in-depth field review and biddability, constructability, and claim avoidance review.

6. Respond to Plan Check Comments for Building Permits | The team will respond to plan check comments for building permits. Our Project Managers will track the plan check process and ensure that all stakeholders and City personnel complete the appropriate plan check reviews. Z&K's Project Manager will prepare and maintain a critical path method schedule to monitor the project progress, define the critical path tasks, and provide, on a monthly basis, an update of accomplishments and projected project schedule goals for the following month. We will check the schedule for activities with start dates that did not begin during the review period. This proactive approach flags potential delay issues.

7. During Construction, Make On-Site Visits; Review Material Submittals, Shop Drawings and Test Results; Respond to RFPs; Draft Change Orders; and Review Pay Estimates | The team will make frequent on-site visits during the duration of the project. We will review all material submittals and respond to RFPs. Z&K will create redlines on as-built drawings and coordinate the as-built plans with the Design Engineer. We will manage the Design Engineer's performance on the as-built drawings and check the record drawings prior to transferring to the City. Z&K Consultants will prepare a final report detailing the work completed, costs, changes, warranties, and documentation provided to the City. The report will also include a section on future suggestions and lessons learned. Z&K works proactively to eliminate or reduce project impacts from potential change orders.



Z&K will provide first-line management of change order administration including evaluation of change order requests; independent estimates; project mitigation; written approval from the City prior to approval of any extra work; investigation and inspection of differing site conditions; schedule impact analysis; impact mitigation; and verification of costs. Z&K will continuously prepare independent cost estimate change orders and schedule analysis of work to ensure that all change orders are of technical merit prior to execution. We will work closely under the direction of the City and with the Contractor to verify that the contractor's payments are processed, provide recommendations, and ensure they are executed promptly by the contract documents and City's procedures. Z&K will work with the Contractor on required corrections to the pay requests and progress payments. The pay requests will be submitted to the City with a statement that they have been reviewed and will include recommendations for processing.

METHOD OF APPROACH

IMPLEMENTATION PLAN

The team proposed on this project have extensive experience in project management, construction management, construction inspection and design. We have successfully utilized CM/PM Agency delivery on a host of projects. Through this experience we have developed management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K past performance with Cities, Counties, and other agencies shows our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead management and construction costs. The most significant saving is less inconvenience to the traveling public and less City exposure due to shortened construction duration. This will help extend excess project funds into other important projects.

PROJECT MANAGEMENT APPROACH | The team proposed on these projects have extensive experience in project management, construction inspection, and construction management. We have successfully utilized PM/CM Agency delivery on a host of projects. Through this experience, we have developed project management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K's past performance with Cities, Counties, and other agencies shows our remarkable ability to control project costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of adhering to the project budget and schedule control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead construction management and construction costs. The most significant saving is less inconvenience to the traveling public and less public exposure due to shortened construction duration. This will help extend excess project funds into other important projects. Our firm is very experienced providing project management services. Our team provides program and project management to numerous agencies throughout Southern California and is very experienced in all of the project life cycles. We understand not only construction, but how to work with designers and architects as an extension of City staff.

Our Project Managers are licensed Professional Engineers have provided project management for many Cities. They are experts at technical reviews of projects. They are known to push projects through, provide comprehensive constructability and cost savings options, and provide excellent final plans and specifications for bidding and construction. They are very thorough and ensure that the project plans and specifications are clear and inclusive, and do not leave gray areas for contractors to capitalize on. The constructability review will be crucial to the project success. A thorough constructability review of the improvements and the project specifications will be central to construction running smoothly. Z&K will have our proposed CM team, made up of licensed Professional Engineers and certified building officials, certified plan examiners, and certified building/structural/mechanical/electrical and plumbing inspectors perform constructability reviews. In addition to the CM teams review, we will have our in-house architects and structural and MEP designers perform a thorough constructability review.

Since our team will have the opportunity to be brought on during the design phase, we have had a lot of success with pre-purchasing long lead item materials on our projects. We work with the architect/designer to identify the crucial long lead items and procure these items around the 90% design. Some examples of the long lead items are the fire alarm, high performance sports lighting, mechanical equipment, traffic signal poles, etc. This helps architects/designers since they will be able to review the long lead item submittals prior to construction and will not be bombarded with all submittals at once. This also helps the project budget because the City avoids mark up on these items. The contractor also does not have to build in the risk of guaranteeing the price of the items for longer than the 30 days that vendors quote, so it provides less risk to the contractor and a better priced bid.

Since we are managing the projects, we have the opportunity to employ bidding strategies. In the current bidding environment, we have noticed that bids have been coming in significantly higher than the engineer's estimate. This creates problems and delays since the project funding was based on the engineer's estimate. Due to the current bidding environment, the engineer's estimate becomes outdated quickly. We have many options for addressing this. Z&K will thoroughly analyze the engineer's estimate at 90% design and 100% design. Z&K has in-house designers in addition to our strong project management team that are very familiar with cost estimating and the current bidding environment. We will also discuss bidding strategies with the City to help mitigate the effects of the bidding environment. Z&K provides program and project management for many agencies and have created great bidding strategies to keep the bids within budget.

We have successfully utilized CM/PM Agency delivery on a host of projects. Through this experience we have developed project management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K's past performance with Cities, Counties, and other agencies show our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead construction management and construction costs. The most significant saving is less inconvenience to the traveling public and less City exposure due to shortened construction duration. This will help extend excess project funds into other important projects.

CONSTRUCTION MANAGEMENT APPROACH | Z&K Consultants, Inc. provides proven professional construction management techniques to ensure the safe construction of a quality project completed on time and within budget. Z&K accomplished this by establishing the systems, policies, and procedures necessary to ensure adequate project controls are in place. The Construction Manager (CM) must ensure all parties understand the basic responsibilities and interrelationships of all team member such as the Owner (both project management and operations), the Design Engineer, the Contractor, the construction management team, and the subconsultants. Additionally, a good CM must have the knowledge and experience to effectively understand the interrelationships between the key management components of time, information, cost, and quality. Decision making, including obtaining sufficient information to make reasoned decisions, is the key element leading to a successful project.

One of the key planning tools used in contract administration is the Project Procedures Manual, which details the specific processes to implement the various management components to meet the objectives of the project plan. Z&K will prepare a project-specific Project Procedures Manual to detail the specific processes to successfully manage the project. The Z&K approach is founded on a thorough understanding of each of the management components critical to the project.

TIME MANAGEMENT | Time management uses scheduling to accurately manage and track the restrictive elements of time and resources throughout the project. The key to a successfully implemented and managed schedule is the development of an accurate, detailed, and realistic baseline schedule. Z&K will review the Contractor's baseline schedule to ensure it is accurate and reasonable. Activity durations and logic ties will be examined for accuracy and constructability. The schedule logic and activity durations will also be analyzed to ensure the Contractor does not use float suppression techniques. Schedule float is a valuable resource for the Owner and the Contractor.



Schedule implementation and administration is the next step in proper time management. The Contractor's actual progress will be documented daily. The Z&K Team will review the progress with the Contractor at the weekly meetings. The Contractor's three-week-look-ahead schedule will be compared with the work plan on the record schedule to ensure the Contractor continues to use the record schedule as a management tool. We will check the record schedule for activities with start dates that did not begin during the review period. This proactive approach flags potential delay issues for further discussion. The Z&K Team has extensive experience in dealing with changes from unforeseen conditions, owner-initiated changes, and other types of delays. The Contractor will be required to submit a time impact analysis for any issue with the potential to delay the overall progress of the work. Z&K will seek ways to mitigate the delay as the first course of action. This enables creative solutions for potential delay issues.

COST MANAGEMENT | Z&K will take the lead to ensure a cost management system is properly implemented and maintained. Z&K's cost management role will be in two parts. The first is to track the value of the completed work to ensure accurate and detailed monthly progress billing by the contractor. Secondly, Z&K will proactively manage the change order process. The monthly progress billing will be tied to the construction schedule. A cost loaded critical path method (CPM) schedule is a valuable management tool. Each month, the Construction Inspector will review and approve the updated cost loaded CPM. Work activities and material deliveries will be assigned the correct completion percentage by the Contractor. This will be reviewed by the Construction Inspector and discrepancies will be addressed. If necessary, the Contractor will revise and resubmit the schedule of values. This process ensures the Owner is accurately billed for the completed work on a monthly basis.



Changes in work and unforeseen conditions will be closely monitored. Any costs for changes will be managed by the Z&K construction management team. An ongoing log of potential change issues will be maintained. These issues will be discussed and updated at each weekly meeting.

FUNDING MANAGEMENT | For state/federally funded projects, the City must comply with federal reporting requirements. Our team is experienced in complying with state and federal grant reporting and filing requirements. We pay close attention to these requirements and deadlines so that project funding remains unaffected and so that file audits are conducted quickly and efficiently. Our team is also experienced in ensuring that project documents show compliance with DBE reporting requirements, DBE goals, and/or good faith effort documented. Z&K is extremely familiar with Federal-Aid implementation and the Caltrans' Local Assistance Procedures. Proper Project documentation is key in audits conducted by the Federal Highway Administration (FHWA) and Caltrans.

INFORMATION MANAGEMENT | Proper information flow is crucial to the success of a project. A construction project generates a large amount of information, which must be disseminated to all parties on a timely basis. The source of this information will cover the full spectrum including contracts, meeting minutes, drawings and specifications, submittals, requests for information (RFIs), pay requests, invoices, inspection reports, and so forth. Z&K, as CM, will act as the hub for the management of all information flow. Z&K has extensive experience providing web-based document management solutions for its clients. Z&K's approach to information management also includes building a communication framework to continually foster partnering and teamwork relationships for all of the project stakeholders. Z&K builds this framework from the start of the project with an all-inclusive kick-off meeting where the lines of communication and project responsibilities will be clearly explained to all of the project stakeholders.

The emphasis on project communication continues throughout the project with the weekly construction meetings. At each weekly meeting, all ongoing issues will be reviewed and discussed. All project stakeholders will be invited to the weekly meeting. An agenda of meeting topics will be distributed in advance and include items such as safety, old business, updated progress of the work, RFIs, submittals, testing and inspection reports, non-conformance notices, environmental monitoring, change orders, three-week-look-ahead schedule, pay requests, and so forth. Unresolved issues will be carried over to the next week's meeting until a final resolution is obtained.

Z&K has a strong knowledge of the City, County, State, and Federal codes and procedures that are required to deliver a successful project. Some of the requirements are as follows:

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| <ul style="list-style-type: none"> o Project Construction Documents o California Building Code o California Plumbing Code o California Mechanical Code o California Electrical Code o California Building Energy Efficiency Standards o Title 24, Part 2, 2.5, 3, 4, 5, 6, 11 o California Fire Code o California Residential Code o California Green Building Code o California Disabled Regulations o City Codes & Ordinances o City Grading Code & Manual o APWA "Greenbook" Standard Specifications for Public Works Construction o Caltrans Standards, Specifications, and Procedures o Caltrans Construction Manual |  | <ul style="list-style-type: none"> o Caltrans Safety Manual o OSHA Construction Safety Orders o 10/30-hr OSHA Training Certification o Local Assistance Procedures Manual (LAPM) o City Standards and Design Manuals o State and Federal Building Codes (Site Accessibility) o County Procedures and Guidelines o Work Area Traffic Control Handbook (WATCH) Manual o Manual of Uniform Traffic Control Devices (MUTCD) o Project Safety Plan (PSP) o Site Health and Safety Plan o Activity Hazard Analysis (AHA) |  |
|---|---|--|---|

QUALITY MANAGEMENT | Quality management is an inherent CM responsibility. Z&K is knowledgeable and capable in all aspects of quality management. Quality assurance is the application of systematic methods to verify the effective implementation of quality control procedures. Z&K will manage the quality of the project by taking the quality assurance lead role and implementing the Z&K quality assurance program, which allocates quality control responsibilities to the various project participants to ensure the constructed product conforms to the contract plans and specifications. This includes a detailed inspection plan, inspection procedures, and documentation procedures for all inspection and test reports. Z&K will review the Contractor's quality control procedures to ensure adequacy. Quality control issues will be discussed at each weekly meeting. A deficiencies/corrective items list will be maintained, reviewed, and updated weekly.

APPROACH TO PROJECTS & CLIENT SATISFACTION

STREET REHABILITATION AND IMPROVEMENT | To support the City with their Street Rehabilitation program, our team with their expertise and local knowledge can provide solutions to extend the life of local streets and major thoroughfares. Our team of roadway and traffic engineers uses a life cycle cost analysis to work towards a pavement design that reduces overall maintenance cost to the City. In addition to pavement repair, other roadway improvement considerations include sidewalks, curb ramps, curb and gutter and drainage correction.

SITE CIVIL, PARKING LOTS, ADA COMPLIANCE | Our strong experience with ADA compliance across a variety of clients gives our team the ability to quickly assess the challenges and develop the right solutions to improve pedestrian safety and accessibility. We consider both temporary and permanent impacts to the project site and adjacent properties in the development of solutions since construction activities will occur near residential and business areas. Based on very recent project experience, we are well-versed at assessing existing ramps and developing solution alternatives that comply with current ADA and municipal standards that minimize impacts to adjacent properties. Our team also has vast experience with civil design in existing and new parking lots for electric vehicle charging stations that must comply with local jurisdiction, EV manufacturer, utility company and ADA standards. We have developed unique and effective solutions when working within an existing parking lot with space constraints to minimize loss of parking stalls and impacts to both pedestrian and vehicular circulation.

DRAINAGE | Our Drainage Team has been providing design services in Orange County for over 15 years. Studies have been conducted to identify deficiencies along PCH for a traffic rehabilitation and ADA upgrades project. This experience along with our understanding of the City's flood protection requirements will provide the City of Costa Mesa with the team to successfully complete any drainage related projects. Our specialized and technical drainage engineers have prepared numerous drainage studies from complex hydrologic modeling to detailed storm drain design. We understand specific requirements and design standards set forth by the City. Our typical approach to drainage follows the same proven process applied to all projects. We take each step of the analysis to ensure that it meets not only the design criteria, but also sound engineering judgment. We eliminate unnecessary assumptions with calculations and documentations. Parameters used in the analysis have been carefully assessed. We don't take the easy route of being conservative in our design. We make sure every design element has back-up calculations. Drainage Plans will be prepared to follow the City checklist such as catch basin locations, outlets, grading, flow direction, proposed easements, down drains and terrace drains, slopes, channels, and other structures.

TRAFFIC ANALYSIS | Our team will work closely with City's Traffic Engineering team to review residents' and other stakeholders' concerns regarding capital improvements, traffic operation and analysis, traffic safety and relevant tasks such as parking demand, traffic control devices, traffic simulation, schools and in general, traffic circulation and traffic operation matters and address their concerns. We are experienced in performing roadside safety analysis and traffic safety studies for intersections, pedestrian crossings, bicycle paths, schools, and other areas where the City has a safety concern. Our traffic team can evaluate the need for traffic control devices and lighting conditions to provide improvement plans and alternatives for traffic calming measures. We will conduct site visits to collect required data and relevant information to evaluate the existing condition and utilize appropriate measures and tools to develop effective approaches to address any issues. We have been working with Caltrans and local municipalities and is very familiar with existing guidelines, manuals, specifications, and applicable tools. We will provide reports to meet Caltrans requirements for TOAR, ICE, DSDD and PEER and other documents.

CONSTRUCTION MANAGEMENT | The Construction Management Team prides itself in delivery projects from cradle to grave. Our services begin with constructability reviews for projects that will be anticipated to be listed for bid. Our thorough reviews include our findings, potential solutions, and any impacts to the contract. We will meet with the Designer to rectify any matters that may come up, so we ultimately have a buildable and billable bid document. Our services continue throughout the bid phase where we can summarize and validate the bids for the projects. Once bids are received, we will perform a bid analysis with the use of a Bid Summary spreadsheet to assess the most responsive bidder and determine the lowest bidder. We will also assist the City in the preparation of the contract award package and agenda items for City Council meetings. We will also support the City in preparing for the Pre-Construction meeting. During construction we will provide services that may include roadway inspection, structures inspection, answering RFI's, submittal reviews, shop plan reviews, drafting change orders, claims support, scheduling and review pay estimates. Our team is committed to closing out most projects within 2 months. This includes as-built drawings and providing all documents for the City's archiving. All documents will be provided both in a hard-copy format as well as electronic copies in an external hard drive for the City's usage.

QUALIFICATIONS & EXPERIENCE OF FIRM

Z&K Consultants, Inc. is a California C Corporation. Our corporate office address is 17130 Van Buren Blvd., Suite 122, Riverside, CA 92504. Crystal Fraire, PE, QSD/P is the President and officer of the firm. There are no other businesses owned or controlled by the applicant doing similar business in California under another name. There are no other businesses for which the business manager is or was an officer, director, partner doing similar business in California under another name. Z&K Consultants, Inc. has been in business since 2009, or 14 years.

Our Projects include the following similarities to the City's upcoming Projects:

- ✓ Street Resurfacing & Reconstruction
- ✓ Pavement Design
- ✓ Concrete Curb, Gutter & Ramps
- ✓ Sewer and Storm Drain In-Ground and Above-Ground Pump Stations
- ✓ Sewer and Storm Drain Pipe Replacement
- ✓ Shoreline Upgrades & Repairs
- ✓ Rip-rap, Concrete seawalls, bridge abutment, and docks
- ✓ Lagoon Pumps and Weir Systems
- ✓ Park Improvements
- ✓ Play Fields and Courts, Pathways, Buildings, and Field Lighting
- ✓ Site Grading, Retaining Walls, and Utility Replacement
- ✓ Traffic Signal and Street Lighting Equipment Replacement
- ✓ Pole and Cabinet Foundations and conduits
- ✓ Land Surveying, Mapping, Tract and Parcel Map Processing
- ✓ On-Call Services
- ✓ Civil Design
- ✓ Construction Management
- ✓ Engineering Services
- ✓ Plan Check Services

The Z&K Team has successfully performed similar on-call projects numerous public agencies. The following projects have been completed on time and within budget.

TRANSPORTATION GROUP (STREET AND TRAFFIC)

CITY OF COSTA MESA | CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION & SLURRY SEAL PROJECT

Z&K has successfully held over 50 On-Call contracts in the last 5 years providing Design, Project Management, Construction Management, Inspection, and Program Management.

Z&K Consultants, Inc. provided Construction Management and Construction Inspection of this citywide street improvement program in the City of Costa Mesa, which involves street improvements, intersection improvements, electrical and lighting improvements, drainage improvements, landscaping improvements, ADA ramp improvements, bike lanes and bike trails, conduit installation, traffic signal improvements, mobilization, curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, crack sealing, traffic signing, striping and markings, installation of traffic markers and

speed humps, and implementation of traffic control. Z&K's responsibilities included attending and coordinating preconstruction conferences and progress meetings, providing contract administration for proper enforcement of the contract plans and specifications, making as-built revisions, coordinating efforts between the City and the contractor, reviewing and tracking RFIs and RFCs, reviewing progress payment requests and making recommendations, providing coordination with other agencies, submitting permit and grant applications, coordinating schedules with designers, surveyors, and materials testing laboratories, and ensured compliance with traffic control plans.

CITY OF LAKE FOREST | STREET RESURFACING OF GLENN RANCH ROAD FROM PORTOLA TO EL TORO AND SLURRY SEAL ZONE F AND ARTERIAL SLURRY SEAL JERONIMO AND MUIRLANDS FROM LOS ALISOS TO BAKE

The Z&K Team is performing construction management, contract administration, and construction inspection services for this project, which involves the street resurfacing of Glenn Ranch Road from Portola Parkway to El Toro Road, as well as the slurry seal of and arterial slurry seal of Jeronimo and Muirlands from Los Alisos to Bake. Relevant project features include street resurfacing and rehabilitation, application of slurry seal, grinding and overlay, cold milling, ARHM pavement, AC base course, aggregate base, curb and gutters, ADA ramp construction, driveway approaches, signing striping, markings and pavement legends, dig-outs, traffic signal loops, sewer and storm drain manholes, and water valves and meters.

CITY OF SAN MARINO | STREET REHABILITATION PROGRAM – PHASE 1 & 2

Z&K Consultants, Inc. is providing Construction Inspection Services for the City of San Marino's Annual Street Rehabilitation Program. The improvements include construction of cold-milling asphalt concrete pavement and re-paving with hot mix asphalt and asphalt rubber hot mix, markings, pavement legends, loop detectors, replacing damaged curb and gutter, sidewalks, driveways and driveway approaches, installing speed humps, adjusting utility frames and grates, inspection and replacement of sewer manholes, water valves, water meters, and storm drain manholes, coordinating with local utilities, preparation and implementation of NPDES and temporary construction BMPs, and providing temporary traffic control in conformance with the contract documents and applicable permits and regulations.

CITY OF CHINO | ON-CALL SERVICES

Z&K Consultants, Inc. is providing **Engineering, Project Management, Construction Management, and Construction Inspection** Services for this long-term, on-call contract for the City of Chino. The Z&K team has served a wide range of projects, which includes the following:

- 16th, 17th, & 18th St. Between Tronkeel Ave. and Tangerine Ave. Street Widening Project
- Ramona Ave. and Walnut Ave. Street Rehabilitation and Traffic Signal Modifications Project
- 11th St. Pavement Reconstruction Alley and Intersection Accessibility Project
- CDBG Alley Project and Alley/Sanitation Rehabilitation Project
- FY 20/21 Alley/Sanitation Rehabilitation Project
- 11th Street/B Street Project
- Kimball Ave Street Improvement Project
- G6220 - CDBG Alley Project, East-West North Chino Avenue
- SN231 - Alley Rehabilitation Project - Pioneer St from Monte Vista Ave to 5th St.
- SN221 - FY21/22 Alley Reconstruction Project
- ST222 - Kimball/El Prado/Central Traffic Improvement Project
- ADA Grievance 21-004 Curb Ramps at Olive Place & Walnut Ave
- Madison Street & Kellogg Ave Gap Closure Project
- MS 222 Slurry Seal Program
- MS 202 & ST 221 Chino Avenue Accessibility and Curb Ramp Improvements at 15th, 17th and 19th Streets and Norton Avenue PCC Walk and Curb Ramps
- NC231 Schaefer Ave Localized Asphalt Repairs
- ST162 Localized Asphalt Repairs Various Locations
- R7200 Masonry Block Wall at Chino Police Department
- Yorba Ave Street Improvements – From Midblock between Chino Ave to Schaefer Ave
- F Street, G Street, 5th Street - Street Improvements
- City Hall EMT Parking Lot Improvements

CITY OF NORWALK | CDBG LOCAL STREETS REHABILITATION PROJECT

Z&K Consultants, Inc. is providing Construction Management and Inspection services for the Local Streets Rehabilitation Project, funded by the Community Development Block Grant (CDBG) fund. The scope of work includes improvements to concrete appurtenances, including cross gutters, curb and gutters, upgrades of curb ramps to ADA standards, electrical and lighting improvements, traffic signal improvements, landscaping improvement, drainage improvements, bike lanes, underground utility coordination, conduit installation, and rehabilitation of roadway pavement conditions. The Z&K Team provided engineering support, coordinated efforts between the City and the Contractor, reviewed and tracked RFIs, RFCs, and submittals, reviewed progress payment requests, performed constructability review of the plans and specifications, reviewed the contractor's schedule, monitored overall project schedule and provided the City with updates of progress, provided public relations services, coordinated with public utilities, ensured compliance with the SWPPP, and coordinated inspection of the work.

CITY OF ALHAMBRA | FY 19-20 & 20-21 STREET REHABILITATION PROJECTS (TWO SEPARATE PHASES)

The Z&K Team is performing construction management services for this project, which consists of the pavement and street rehabilitation of 23 local street segments located south of Mission Road, west of Garfield Avenue, east of Atlantic Boulevard, and north of Valley Boulevard. Improvements included slurry seal treatment, varying depths of cold mill and overlay, full depth removal and reconstruction, concrete improvements such as removal and replacement of broke and off-grade sidewalk, ADA ramps that need updating, broke and off-grade curb and gutter, driveway aprons in need or repairs, and concrete cross gutter reconstruction. Z&K provided services such as shop drawing and submittal review, daily inspection and documentation, coordination with contractor, review of contractor pay applications to verify quantities, NPDES inspection and reporting, NPDES inspection and reporting, collection of material deliveries, and quality control services.

CITY OF COMPTON: ANNUAL RESIDENTIAL REHABILITATION PROJECT – PHASE 1 & 2

Z&K Consultants, Inc. provided Construction Management and Inspection Services for this Project, along with Converse Consultants as a subconsultant providing Geotechnical Engineering Services. The scope of work consists of clearing and grubbing, construction of cold mill and AC overlay, slurry seal application, HMA pavement, ARHM overlay, AC base course, aggregate base, full depth AC slot pavement, PCC sidewalk and pavement, PCC curb and gutters, PCC cross gutter, alley intersection, sidewalk, driveway approach, curb ramps including detectable warning surfaces, PCC bus pad construction, signing, striping, markings, pavement legends, speed hump, landscaping, irrigation, storm drain and pipeline improvements, adjusting manhole and utility covers to grade, water valve, water meter, street lighting, installation of loop detectors and bicycle loop detectors, traffic signal improvement, adjustment of streetlight and traffic signal pull boxes to grade.

WATER, SEWER, STORM DRAIN, AND SANITATION

CITY OF CHINO | ON-CALL SERVICES

Z&K Consultants, Inc. is providing **Engineering, Project Management, Construction Management, and Construction Inspection** Services for this long-term, on-call contract for the City of Chino. The Z&K team has served a wide range of projects, which includes the following:

- SD223 - Chino Avenue Storm Drain Improvement Plan System
- SD222 - Philadelphia Street and Monte Vista Avenue Storm Drain Extension Project
- WA212 - State Street Water Treatment Plant
- WA214 - Well 17 Equipping Project
- WA224 - B Street Alley Water Main Line Replacement Project
- WA231 - Wells 4 & 6 Treatment Plant Project
- WA223 - Russell Ave Waterline Replacement Project
- WA17B - Chino Quad 1.2
- SW211 - Yorba Avenue & Eucalyptus Avenue Sewer Main Line Replacement Project
- WA221 & WA222 - Central Avenue and Dupont Avenue Waterline Project
- WA211 - Well 11 Pipeline Project
- D4215 Prado Inundation Area Remediation - Watertight Sewer Manhole Assembly and Streetlight Connections Retrofit Project

Z&K has successfully delivered over 36 storm drain and water/wastewater projects serving in a similar capacity over the past 5 years.

CITY OF VERNON | 50TH STREET WATER MAIN REPLACEMENT PROJECT

The Z&K Team is providing Construction Management and Inspection Services for the City of Vernon's 50th Street Water Main Replacement Project. The project's scope of work includes demolition and reconstruction of the 12" iron ductile pipeline and all associated renovations to the City's existing water services, such as installation of all appurtenances, fittings, valves, blow-offs, siphons, concrete pipe supports, thrust blocks, cathodic protection, shoring, over excavation, fill re-grade, temporary and permanent pavement, steel plating, and roadway improvements and repair. Other improvements include installation of commercial services and laterals, industrial services and laterals, installation of fire service lateral, and installation of fire hydrants and hydrant laterals.

CITY OF LAGUNA BEACH | JASMINE STREET STORM DRAIN IMPROVEMENTS CIP NO. 154

Z&K Consultants, Inc is providing Construction Inspection Services for this project for the City of Laguna Beach. The project includes the installation of approximately 2,400 linear feet of storm drainpipe within Heisler Park, Jasmine Street, Monterey Drive, Locust Street, and High Drive; including the jacking of one 28-inch steel casing and the installation of a 24-inch PVC pipe within the casing beneath North Coast Highway. The work also includes the installation of a Low-flow diversion with a 12-inch PVC pipe, the installation and/or replacement of catch basins, and connecting storm drain laterals at various locations along the project alignment, trenching, the removal and replacement of A.C. pavement and P.C.C. street improvements as required to install storm drain facilities, jacking of 28-inch steel casing, striping, pavement markings, pavement markers, and traffic control.

CITY OF FULLERTON | LONGVIEW DRIVE WATER/SEWER MAIN REPLACEMENT & STREET IMPROVEMENTS

This water, sewer, and street rehabilitation project for the City of Fullerton included replacing 2,500 LF of an 8-inch ductile iron pipe water main, as well as 2,500 LF of 8-inch vitrified clay pipe (VCP), PVC SDR 26 sewer main, installation of new manholes, removal and replacement of existing sewer and video inspection and abandoning existing water mains and valves. The project also included street and drainage improvement work, which included asphalt paving, cold planning, excavation, concrete paving, aggregate base, curb and gutter, access ramps, cross gutter, driveway approach and sidewalk replacement.

CITY OF OCEANSIDE | ON-CALL CONSULTING SERVICES FOR WATER UTILITIES DEPARTMENT

ROJA LIFT STATION IMPROVEMENT PROJECT | CITY OF OCEANSIDE

The project scope of work consists of construction of civil, mechanical, structural, electrical, controls, and instrumentation improvements at the City of Oceanside's Roja Lift Station. The lift station structures, and mechanical components have reached the end of their useful life and require complete rehabilitation. The existing submersible pumps will be removed and replaced with new submersible chopper pumps on slide rail systems that will be installed inside of the existing/rehabilitated wet well. The project includes a new concrete valve vault, rehabilitated wet well, replacement of force main yard piping, seismic retrofit of the existing structure, fall-protection safety improvements, such as exterior steel stairwell railings, as well as civil site work, new level control devices, various associated electrical and control system improvements, temporary bypass pumping, and appurtenant lift station improvement features, per Plan.

PARKS, BUILDINGS & PUBLIC FACILITIES

CITY OF COSTA MESA | JACK HAMMETT SPORTS COMPLEX IMPROVEMENT PROJECT

The Z&K Team provided Construction Management and Inspection services for the City of Costa Mesa's Jack Hammett Sports Complex Improvement project. Relevant improvements within the project include parking lot improvements including increase parking and improved circulation, concrete flatwork, ADA improvements, electrical runs to the pull boxes for storage buildings within the complex, all grading, retaining walls, fencing, park lighting, irrigation, and landscaping, rough and precise grading, foundation, construction and installation of two new storage buildings, all electrical and mechanical work within the buildings, finish grading, and flat work. Z&K is performing pre-construction services, coordinating pre-construction meeting, performing document control and tracking, managing weekly and monthly construction meetings, coordination submittal and shop drawing review, performing resolution of day-to-day construction issues, ensuring labor and safety compliance, providing claims management, and preparing progress reports.

Z&K has successfully delivered over 32 parks and facility projects serving in a similar capacity over the past 5 years.

CITY OF LYNWOOD | YVONNE BURKE – JOHN HAM PARK COMMUNITY CENTER

Z&K Consultants provided Construction Management, Project Management, and Inspection Services for this new 8,645 SF Community Center as a subconsultant to GKK Works. The project includes a kitchen, multipurpose rooms, administration offices, restrooms, game room, concession room, landscaping, irrigation, retaining walls, CMU block walls, site lighting, concrete walkways, water features, outlet structures, and paving. The building is utilizing a dual plumbed system and the site is using reclaimed water for irrigation. The project has required close coordination with SCE, Region Water Quality Control Board, and Los Angeles County Department of Public Health.

CITY OF LAKE FOREST | VARIOUS NEIGHBORHOOD PARK RENOVATIONS

Z&K Consultants, Inc. is providing Construction Management and Inspection Services for this park improvement program for the City of Lake Forest. This project involves major building renovations to numerous parks, including the Arbor Mini Parks, Vintage Park, Sundowner Park, Borrego Overlook Park, Regency Park, and Rancho Serrano Park. Improvements includes installation of new playground equipment, playground foundation improvements, removal of existing hardscape, installation of new landscaping and irrigation, installation of decorative iron fencing around the perimeter of the park site, ADA sidewalk improvements, cold mill and overlay, construction of concrete walkway and exercise trail with exercise equipment, installation of barbeque areas and picnic tables, park lighting, drinking fountains, installation of rubber surfacing, renovation of existing shade structures, installation of park seating areas, and ADA improvements to parking lots and other existing park structures. Z&K personnel is providing full time construction management and inspection services to ensure compliance with the contract documents, evaluating the Contractor's daily performance, coordinating and conducting regularly scheduled construction meetings, tracking and reviewing RFIs and submittals, ensuring contractor's compliance with public right-of-way, performing utility coordination, monitoring compliance with BMPs, and assisting with community outreach. Project is ongoing.

CITY OF TUSTIN | VETERANS SPORTS PARK AT TUSTIN LEGACY

Z&K Consultants is providing Construction Management and Deputy Inspection Services as a subconsultant for the City of Tustin's Veterans Sports Park at Tustin Legacy as a subconsultant to GKK Works. This park is the City of Tustin's largest park carved from 31.5-acres. It is bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. This project is 100% locally funded, utilizing several funding sources. Phase 1 of the construction for the Veterans Sports Park is complete and consists of demolition, grading, storm drain, water, reclaimed water, and sanitary sewer installation. The sports park contains a wide variety of recreational facilities such as softball, soccer, tennis, basketball, racquetball, sand volleyball and pickleball. The park will also include a passive recreation area, fitness stations, concession/restroom/storage buildings, a veteran's memorial feature, skate plaza, a parking lot, and a children's play environment. Additional relevant park features include lighting installation, retaining walls, outlet structures, outdoor seating areas, ADA compliant concrete walkways, ADA compliant parking lot spaces, landscaping, and water features.

CITY OF LA QUINTA | SILVERROCK PARK VENUE SITE

Z&K provided Construction Management and Inspection Services for this Project, which sits on approximately 14 acres with approximately eight (8) acres of walking paths, turf, and landscaping. Construction work included precise grading, hardscape, landscaping and irrigation, stream and lake construction, furnishing and installation of lighting, decomposed granite parking lot construction, concrete ADA parking space construction, concrete and decomposed walkways, construction of a stage, installation of playground equipment, picnic and BBQ areas, park lighting, construction of an outdoor theater with seating area.

EXP PROJECT EXPERIENCE

CITY OF CHINO | PHILADELPHIA ST. & MONTE VISTA AVE. MDP SYSTEM 22

The City of Chino Master Plan of Drainage (MPD) was developed in 1993 to recommend the most viable and cost-effective storm drain facilities to relieve the existing deficiencies and meet future needs. The project scope includes: install storm drain along Monte Vista Avenue and Philadelphia Street, connect the proposed storm drain to the existing double reinforced concrete box in Chino storm drain, install new catchbasins to capture surface flow, and also install lateral connections to the new storm drain.

CITY OF CHINO | PINE AVENUE EXTENSION TO STATE ROUTE 71

The project consists of widening SR-71 northbound and southbound off ramps to increase the ramps capacities, install a traffic signal at the SR-71 northbound off ramp to Pine Avenue and restripe the overcrossing between the SR-71 northbound and southbound off ramps in the cities of Chino and Chino Hills in San Bernardino County. **Scope of Work:** The need and purpose of the project is to improve the operational efficiency of the interchange. The addition of a right-turn lane at both off-ramps, is expected to significantly improve the operation of the intersections. by reducing delays and queues and improve the overall level of service of the intersection. EXP team is responsible for the Engineering Studies and Right of Way/Utilities, Project Management and complete PS&E package.

CITY OF SEAL BEACH | CIVIL ENGINEERING ON-CALL

EXP is providing comprehensive professional civil engineering services on an on-call/as-needed basis that include developing plans, technical specifications and estimates, bid support, construction management, survey, geotechnical, community outreach, public/private development plans, processing required permits and agreements, hydrology and hydraulic analysis, water and sewers studies, National Pollutant Discharge Elimination System (NPDES), Water Quality Management Plan (WQMP), Storm Water Pollution Prevention Plans (SWPPP), Grant Writing and Coastal Commissioning coordination. **Task Orders:** City of Seal Beach Annual Paving Program: The City of Seal Beach is proposing to Mill and Overlay four residential streets as well Main Street which intersects the Major State Highway Pacific Coast Highway. The current asphalt is sub-standard with multiple areas with alligator crack failures. EXP recently developed plans, technical specifications and estimates for the Annual Paving Program and was instrumental in providing the IFB package on schedule for the City's procurement of a contractor. Services include roadway geometric design, Traffic Control Plan, and plan production.

ORANGE COUNTY PUBLIC WORKS | ADA UPGRADES, NORTHEAST TUSTIN

The purpose of these ADA upgrades project is to bring the curb ramps to compliance with the 2010 ADA Federal Standards, and to the California Title 24 Disabled Access Requirements. These upgrades will enhance mobility by removing obstacles within the path of travel. In addition, compliant curb ramps benefit wheelchair users by allowing a smooth transition from sidewalk to street and informing the visually impaired of an approaching vehicular travel lane. The proposed project will provide accessibility for pedestrians and wheelchair users with mobility issues and/or other physical impairments. Also, the project will prevent potential injuries and improve comfort for pedestrians.

CALTRANS DISTRICT 12 | SR-1 TRAFFIC SIGNAL UPGRADES AND PAVEMENT REHABILITATION

Upgrade Traffic Signal project located on SR 1 between Crystal Heights Drive and First Street, in the cities of Newport Beach, Huntington Beach, and Seal Beach in Orange County. The proposed project limit is between Crystal Height Drive and First Street in the cities of Newport Beach, Huntington Beach, and Seal Beach. This project would improve 20 intersections between PM 13.0 and PM 33.6. The proposed improvements for this location are to remove and replace the existing traffic signals and equipment due to age and serviceability with current Caltrans standard traffic signals and equipment, upgrade the existing curb ramps to the current ADA standards, relocate/adjust the existing drainage facility due to ADA curb ramp improvements, trim the existing median island, and remove the existing pedestrian push button on the median island.

Z&K Consultants, Inc. has also provided on-call services for the following agencies. A full list of agencies may be provided upon request.

MUNICIPAL AGENCY	SERVICES PROVIDED	TERM OF CONTRACT/ DATE OF SERVICES
City of Chino (Multiple Contract Extensions)	On-Call Civil Engineering Services	Fiscal Years 2020 – 2023
City of San Bernardino (Multiple Contract Extensions)	On-Call Project Management and Services	Fiscal Years 2019 – 2023
City of San Bernardino (Multiple Contract Extensions)	On-Call Public Works Inspection Services	Fiscal Years 2019 – 2023
City of Oceanside (Multiple Contract Extensions)	On-Call Construction Management Services	Fiscal Years 2019 – 2024
City of Oceanside (Multiple Contract Extensions)	On-Call Project Management Services	Fiscal Years 2019 – 2024
Long Beach Water Department (5-Year Contract)	On-Call Program, Project, and Construction Management Services	Fiscal Years 2021 – 2026
City of Norco	On-Call Construction Management and Inspection Services for PW	Fiscal Years 2021 – 2024
City of Fontana	On-Call Construction Management and Inspection Services for PW	Fiscal Years 2022 – 2025
City of Pomona	On-Call Construction Management and Inspection Services	Fiscal Years 2021 – 2024
City of Norco	On-Call Professional Inspection Services for Building Department	Fiscal Years 2021 – 2024
City of Corona	On-Call Public Works Inspection Services	Fiscal Years 2020 – 2023
City of Corona	On-Call ADA Inspection Services	Fiscal Years 2020 – 2023
City of Lancaster	On-Call Construction Management and Inspection Services	Fiscal Years 2021 – 2024
City of Beaumont (Multiple Contract Extensions)	On-Call Construction Management Services	Fiscal Years 2019 – 2022
City of Beaumont (Multiple Contract Extensions)	On-Call Public Works Inspection	Fiscal Years 2019 – 2022
City of Beaumont (Multiple Contract Extensions)	On-Call Project Management Services	Fiscal Years 2019 – 2022
City of Temecula (Multiple Contract Extensions)	On-Call Construction Management Services	Fiscal Years 2019 – 2024
City of Moreno Valley (Multiple Contract Extensions)	On-Call Construction Management and Inspection Services	Fiscal Years 2019 – 2024
County of Los Angeles (Multiple Contract Extensions)	On-Call Construction Management and Inspection Services	Fiscal Years 2019 – 2024
City of Eastvale	On-Call Construction Management Services	Fiscal Years 2022 – 2025
City of Eastvale	On-Call Public Works Inspection Services	Fiscal Years 2022 – 2025
City of Eastvale	On-Call Project Management Services	Fiscal Years 2022 – 2025
County of Riverside Transportation Department	On-Call Construction Management and Inspection Services	Fiscal Years 2022 – 2025
City of La Mirada	On-Call Inspection Services	Fiscal Years 2022 – 2025

FINANCIAL CAPACITY

Z&K Consultants, Inc. and its subconsultants have the financial capability to perform the requested work. If requested, Z&K will provide sufficient data to allow an evaluation of firm's financial capabilities.

KEY PERSONNEL

Our team members are multidisciplinary and have numerous licenses and certifications. Our proposed team is exceptionally strong and will ensure the successful delivery of the City's projects. Z&K has carefully selected this **"A-Team"** and committed our most qualified staff for the duration of this contract to consistently deliver the City's projects. We understand the importance of meeting budgets and schedules; we have a strategic plan in place to deliver this project with such benchmarks in mind. Our proposed Z&K team has worked together on numerous projects and share great synergy. Our personnel can perform all services resulting in **cost savings** for the City. The project team is **committed 100%** to this contract. **Additional Resumes are included in Appendix A.**

The key to a successful project is a highly qualified and well-managed team. We offer the City a cohesive, talented team of licensed and certified professionals. Our Professionals are recognized as leaders in the industry and will act as a seamless extension of City Staff. The Z&K Team has the knowledge of the principles and practices of engineering as related to design, construction and maintenance of streets, traffic, water, sewer, storm drains, sanitation, parks, and public facilities, as well as an understanding of the principles, applicable laws and state permits associated with storm water treatment and pollution prevention.

Our team is very familiar with the methods and materials used in the testing of construction materials and the laws, codes, and standards applicable to public works construction. Our professionals keep these key objectives in mind: **quality services and project deliverables, time and budget efficiency, adherence to quality and assurance standards, constant communication, application of technical and practical expertise.**

SUBCONSULTANTS



EXP U.S. SERVICES, INC. (EXP) | With a mission to understand, innovate, partner and deliver, EXP provides engineering, architecture, design and consulting services to the world's built and natural environments. Their heritage dates back to 1906, when the earliest of EXP's predecessor companies started its engineering infrastructure practice. Today, over 3,500 creative EXP professionals across North America provide the passion and experience needed to deliver successful projects around the world. They have worked with numerous local agencies and municipalities to provide multidisciplinary services for public works projects in urban environments. EXP brings a full range of services from planning and feasibility through design and construction management, as well as overall program management. EXP is consistently recognized by their clients for their quality of our services.



CONVERSE CONSULTANTS (CONVERSE) | In 1946, Professor Frederick J. Converse established Converse Consultants (Converse) in Pasadena, California to provide the construction industry with geotechnical engineering and geological services. Converse is an employee-owned corporation, with 9 offices and more than 150 employees throughout the United States. Their professional and technical staff includes in-house geotechnical engineers, engineering geologists, environmental scientists, deputy inspectors, laboratory and field technicians, drafting/CAD specialists, and other specialized support personnel. Their laboratories are certified by the Division of the State Architect (DSA), California Department of Transportation (Caltrans), US Army Corps of Engineers, American Association of State Highway and Transportation Officials (AASHTO), and the Cement and Concrete Reference Laboratory (CCRL). A registered civil engineer supervises each lab to ensure all of our equipment is calibrated regularly, and quality control is available 24/7.



DAVID EVANS AND ASSOCIATES, INC. (DEA) | Founded in 1976, David Evans and Associates, Inc. (DEA) is a recognized leader in the design and management of complex transportation, land development, energy, and water projects nationwide. The firm includes over 900 employee owners and maintains 30 offices throughout the US. The mission of DEA's surveying and geomatics team is simple; to be a national leader in collecting, managing, and delivering geographic data solutions to clients. They offer a variety of traditional surveying services along with utilizing the newest technology such as static/mobile laser scanners, sUAS units, and subsurface utility locating and mapping to provide high resolution, detailed information. DEA staff are talented, accomplished, and experienced; and include over 150 technical and professional surveyors.

ORGANIZATIONAL CHART



Planning/Project Manager/Supervisor



EDUCATION

- » MSCE - Structures
Cal State Fullerton 2005
- » BSCE - Civil
/Transportation
Cal State LA 1985

LICENSES & REGISTRATION

- » Professional Engineer, P.E.
State of California, C57958
- » Certified Accessibility
Inspector/Plans Examiner
- » Certified Building Official
- » Certified Plans Examiner
- » Certified Mechanical
Inspector
- » Certified Plumbing
Inspector
- » Certified Electrical
Inspector
- » SWPPP (QSD) & (QSP)
Certificate # 22055
- » OSHA 30 Hour
Construction
Safety & Health
- » State Certified HERS Rater
- » Certified Emergency
Inspector
- » C.G.B.P Certified Green
Building Inspector
- » Certified Special Inspector
for Fire Proofing
- » Certified Special Inspector
for Structural Welding
- » Certified Special Inspector
for Structural Steel
- » Certified Special Inspector
for Reinforced Concrete

Mr. Faqih has **32 years** of experience in the Construction Management, Construction Inspection, Project Management, and Contract Administration of capital improvement and public works projects, including street improvements, slurry seal, pavement rehabilitation, intersection improvements, sewer and storm drain improvements, traffic signal improvements, curbs, gutters, sidewalks, bridge projects, and access ramps. He has extensive experience managing multiple projects in Los Angeles County and Orange County since 1999. Mr. Faqih's experience extends to interfacing and coordinating with the Caltrans-Local Assistance Program, Counties, Cities, Funding Agencies. He has excellent skills in understanding construction contracts, review and control project cost and schedule, coordinate and assist in negotiating change orders, maintain project as-builts, managing multiple subconsultants and supervise inspection staff. Mr. Faqih excels in providing detailed constructability review of project plans and specifications, which minimizes the potential project delays and change orders and assists the client from pre-award to project close-out to ensure full funding reimbursement. Zack has extensive experience managing multiple projects requiring interfacing and coordination with Caltrans, counties, funding agencies, Federal-FHWA/BIA, railroad and utility companies, and environmental and regulatory agencies.

Relevant Project Experience

City of Costa Mesa: Citywide Parkway Maintenance, Street Rehabilitation and Slurry Seal Project, No. 21-03, Costa Mesa, CA | Senior Construction Manager: This citywide street improvement program in the City of Costa Mesa involved mobilization, removal and reconstruction of curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, ADA curb ramps, removal and reconstruction of existing pavement, milling and overlaying with new asphalt, adjustment of manholes and utility covers to grade, application of slurry seal, crack sealing, traffic signing, striping and markings, traffic markers and speed humps, installation of specialty and bicycle loop detectors, and implementation of traffic control. Mr. Faqih performed value engineering and constructability review of the project plans and specifications, prepared permits, conducted preconstruction meeting, processed RFIs, submittals, and contract change orders, and managed compliance with federal and state funding requirements.

Wastewater Treatment Plant Expansion/Renovation & Brine Pipeline Installation Project, Beaumont CA - Senior Project Manager/Supervisor: Mr. Faqih provides Project Management and Local Agency Coordinator Services for the Wastewater Treatment Plant Expansion/Renovation & Brine Pipeline Installation Project, sewer lift stations, and other sewer system projects. The expansion increases the permitted capacity from 4.0 MGD to 6.0 MGD. The pretreatment for the RO system includes two stage screening, grit removal, conventional aeration/biological treatment, and a membrane bioreactor process. The City is also constructing a 23-mile, 12-inch diameter gravity pipeline from the Beaumont WWTP that will connect to the Inland Empire Brine Line (IEBL) in San Bernardino to discharge brine that will be treated at Orange County Sanitation District (OCS D). The Brine Line is installed within existing right-of-way and unpaved roads using open trench methods, auger jack and bore, and hydraulic directional drilling (HDD).

Inland Empire Utilities Agency, CA – Senior Construction Manager/Supervisor:

Mr. Faqih served as the Resident Engineer/Lead Construction Inspector for this multi-story, steel construction, new laboratory intended to replace the existing facility and

consolidate Agency staff in a single location. He maintained the project filing system as per the project requirement to assure the state funding requirements, monitor the progress and development of the BIM model, monitor and document the required gold LEED project certification, assisted the Agency in the resolution of existing claims with the contractor based on prior construction management approach issues. Inspection per existing ordinance and special codes on: concrete, masonry, rebar, plumbing, electrical, HVAC, Fire sprinkler. Coordinate weekly meeting with the contractor and the owner rep from the Agency.

City of Costa Mesa: Jack Hammett Sports Complex Improvement Project, Costa Mesa, CA | Senior Construction Manager: This \$2.3M project includes various improvements to the Jack Hammett Sports Complex, a 14.5-acre park with six illuminated utility fields, a restroom building, picnic benches, and on-site parking. The project involves parking lot improvements, concrete flatwork, ADA improvements, electrical runs to the pull boxes for multiple storage buildings, retaining walls, lighting, irrigation and landscaping, foundation improvements, construction and installation of two new storage buildings, electrical and mechanical work within the buildings, and all associated work with the buildings.

Project Manager (Designated POC)



EDUCATION

- » BSCE - Civil Engineering, California State Polytechnic University, Pomona

LICENSES & REGISTRATION

- » Professional Engineer, P.E. State of California, #91078
- » SWPPP (QSD) & (QSP) Certificate #27609
- » 30-Hr. Cal OSHA
- » Defensive Driving Training

Ms. Duhn has extensive experience of program management and project management of major public works and capital improvement projects including transportation, street improvements, roadway widenings, bridges, parks, water and wastewater projects, involving flood risk management, water conservation facilities, water mains, pressure regulating and pumping stations, wells, valves, fittings, and other appurtenances, reservoirs, channels, and storm drains, as well as access roads, culverts, and bridges. **Her recent program and project management experience, managing the City of Chino water/wastewater projects and a \$110 million dollar Wastewater Treatment Plant Expansion and Renovation & Brine Pipeline Project in the city of Beaumont, is a great testament of Brittany's program management and oversight project experience.** Brittany provided complete project management and construction management services on this project from inception to substantial completion. She is knowledgeable of the latest construction practices and requirements, communicates effectively, and possesses computer usage and writing skills. His experience includes an extensive background in construction management and inspection, construction contracting, project management, quality control and assurance, and project coordination. He has excellent skills in understanding construction contracts, review and control project cost and schedule, coordinate and assist in negotiating change orders, provide project updates to the client, ensure timely review of critical path method (CPM) schedule to track any changes in critical path and delays, maintain project as-builts, managing multiple subconsultants and supervise inspection staff. Ms. Duhn provided construction and project management services that included conceptual, 30%, 60%, 90% and 100% design review and support. She has provided Project Management services for all stages of projects, from design to construction.

Brittany managed and oversaw the discretionary review process of CEQA guidelines and requirements, managed budgets and schedules, assisted with the development of budgets, prepared RFPs, prepared sewer rate fees, provided public assistance and information of water and wastewater affecting the community, prepared reports for committees, commissions, and City Council, prepared staff reports, and made oral presentations. Ms. Duhn has a strong background in the fields of water, wastewater, and recycled water engineering design, operations, and construction.

Relevant Project Experience

City of Chino: On-Call Project Management | Project Manager: Brittany is a Project Manager on various enterprise projects including:

- SD223 - Chino Avenue Storm Drain Improvement Plan System
- SD222 - Philadelphia Street and Monte Vista Avenue Storm Drain Extension Project
- WA212 - State Street Water Treatment Plant
- WA214 - Well 17 Equipping Project
- WA224 - B Street Alley Water Main Line Replacement Project
- WA231 - Wells 4 & 6 Treatment Plant Project
- WA223 - Russell Ave Waterline Replacement Project
- WA17B - Chino Quad 1.2
- SW211 - Yorba Avenue & Eucalyptus Avenue Sewer Main Line Replacement Project
- WA221 & WA222 - Central Avenue and Dupont Avenue Waterline Project
- WA211 - Well 11 Pipeline Project

City of Chino: On-Call Project Management | Project Manager: Brittany is a Project Manager on various transportation projects including:

- G6220 - CDBG Alley Project, East-West North Chino Avenue
- SN231 - Alley Rehabilitation Project - Pioneer St from Monte Vista Ave to 5th St.
- SN221 - FY21/22 Alley Reconstruction Project
- ST222 - Kimball/El Prado/Central Traffic Improvement Project
- City of Chino - 16th, 17th, and 18th Street between Tronkeel Avenue and Serene Avenue & Tangerine Avenue Street Widening
- FY 20/21 Alley/Sanitation Rehab Project, Phase II
- Philadelphia Street and Monte Vista Avenue Storm Drain Extension Project
- 11th Street Pavement Reconstruction Alley Accessibility and Intersection Accessibility Project
- CDBG Alley Project and Alley/Sanitation Rehab FY2021-22 Various Locations Project
- Ramona Avenue & Walnut Avenue Street Rehabilitation and Traffic Signal Modifications Project
- SD211 - 11th Street/B Street Project
- ST232 - Kimball Ave Street Improvement
- MS202 - ADA Grievance 21-004 Curb Ramps at Olive Place & Walnut Ave
- SN211 - Alley Sanitation Rehab 20-21 Phase 1, II, and III
- ST223 - Madison St & Kellogg Ave Gap Closure Project



Portia Gonzalez, PE, QSD/QSP

Drainage Lead

Professional Registrations

- Professional Engineer (Civil): AZ, CA
- Qualified SWPPP Developer (QSD)
- Construction General Permit Qualified SWPPP Practitioner (QSP)

Education + Training

- M.S., Water Resources, California State University-Long Beach, 2010
- B.S. Civil Engineering, California State Polytechnic University, Pomona, CA, 1991

Affiliations + Memberships

- ASCE Orange County, Hydrology and Hydraulics Executive Committee Member

Key Projects:

- *SR55 (I-5 to I-405), CA, USA
- *I-10 Improvement Project, CA
- *I-10/Jackson Interchange Improvement, CA, USA
- *I-405 Sepulveda Pass, CA, USA
- *TCA Drainage Task Orders, CA
- *Perkinsville/SR 78 Intersection Project, CA
- *I-405 Widening (I-605 to SR-55), CA
- *Gerald Desmond Bridge, CA
- *Centennial Corridor Project, CA,
- *SR-91/East Street Interchange Project, CA
- *City of San Juan Capistrano, Del Obispo Road Improvement, San Juan Capistrano, CA
- *Katella Smart Street, Anaheim
- *City of Laguna Beach Master Storm Drain Plan, Laguna Beach,
- *City of Chino Hills Master Storm Drain Plan, Chino Hills, CA
- *Agua Fria River and Gila Rivers Analysis of Sand and Gravel Operations,
- *Zone A Floodplain Delineation for Lower Centennial Wash

Portia Gonzalez brings more than 30 years of experience. She has served as project manager for various transportation projects in California, Arizona and Nevada. Her expertise includes project management, drainage design, hydrologic and hydraulic modeling, storm water management, 2D modeling, river modeling, floodplain delineation studies, storm drain master planning, detention basin design, bridge scour, roadway drainage and design, water resource planning, sediment transport and water distribution. She brings working knowledge of software such as AES, WSPG, HEC-HMS, HEC-6, HEC-RAS, Flow-Master, Storm CAD, CulvertMaster, InRoads Storm and ArcGIS. She has worked with Caltrans (Districts 7, 8, 11 and 12), SBCTA, RCTC, OCTA, SANDAG and LA Metro, among others.

Project Experience

City of Beaumont, Master Drainage Plan (MDP) Line 2 Stage 1, Beaumont, CA

The Beaumont Master Drainage Plan (MDP) Line 2 Stage 1 is a new major storm drain trunk line for the City of Beaumont between Chestnut Avenue and First Street. The project is to design a storm drain for the 100-year storm event from a large watershed. The storm drain will have to accommodate several existing and future systems in the Line 2 watershed including a future UPRR grade separation. The project also includes design of a detention basin to attenuate flows prior to discharging to the existing Berkshire channel. The EXP Team is providing the hydrology, hydraulics, geotechnical studies, storm drain design, environmental document, traffic control, utilities, right of way and UPRR and Caltrans coordination. Portia is serving as Project Manager.

City of Chino Philadelphia St. and Monte Vista Avenue MDP System 22, Chino, CA

The City of Chino Master Plan of Drainage (MPD) was developed in 1993 to recommend the most viable and cost-effective storm drain facilities to relieve the existing deficiencies and meet future needs. The project scope includes: install a storm drain along Monte Vista Avenue and Philadelphia Street, connecting the proposed storm drain to the existing double-reinforced concrete box in the Chino storm drain, installing new catchbasins to capture surface flow, and also installing lateral connections to the new storm drain. Portia serves as the Project Manager.

*City of Chino, Hills Storm Drain Master Plan, Chino Hills, CA

The City's Storm Drain Master Plan establishes an approach to creating a prioritized Capital Improvement Projects to mitigate the impacts of stormwater runoff in the City. This document identifies the steps taken to inventory and analyze the existing storm drain system, analyzes capacity restrictions within the storm drain networks and provides recommendations. Portia was the Project Manager for a team of drainage engineers and GIS specialist that analyzed the existing drainage deficiencies throughout the City and provided a range of drainage concepts for the construction of future facilities required to serve the City at buildout of the General Plan and establishes criteria for selecting and prioritizing projects. AES Software was used to for the hydrology and hydraulic computation. Output data was extracted using a project specific programming. This data was then incorporated into the City's GIS storm drain data base.

City of Temecula, Diaz Road Improvements, Temecula, CA, USA

The project proposes to improve Diaz Road to a major arterial road between Cherry Street and Rancho California Road. Design elements includes roadway widening and extension, raised median, landscaping, curb and gutter, sidewalk and trail realignment, drainage facilities, and treatment BMPs. Portia is responsible for the drainage analysis to comply with the City's and Riverside County Flood Control District design criteria, WQMP and PS&E.



APPENDIX A RESUMES

Senior Construction Manager



EDUCATION

- » MSCE - Structures
Cal State Fullerton 2005
- » BSCE - Civil
/Transportation
Cal State LA 1985

LICENSES & REGISTRATION

- » Professional Engineer, P.E.
State of California, C57958
- » Certified Accessibility
Inspector/Plans Examiner
- » Certified Building Official
- » Certified Plans Examiner
- » Certified Mechanical
Inspector
- » Certified Plumbing
Inspector
- » Certified Electrical
Inspector
- » SWPPP (QSD) & (QSP)
Certificate # 22055
- » OSHA 30 Hour
Construction
Safety & Health
- » State Certified HERS Rater
- » Certified Emergency
Inspector
- » C.G.B.P Certified Green
Building Inspector
- » Certified Special Inspector
for Fire Proofing
- » Certified Special Inspector
for Structural Welding
- » Certified Special Inspector
for Structural Steel
- » Certified Special Inspector
for Reinforced Concrete

Mr. Faqih has **32 years** of experience in the Construction Management, Construction Inspection, Project Management, and Contract Administration of capital improvement and public works projects, including street improvements, slurry seal, pavement rehabilitation, intersection improvements, sewer and storm drain improvements, traffic signal improvements, curbs, gutters, sidewalks, bridge projects, and access ramps. He has extensive experience managing multiple projects in Los Angeles County and Orange County since 1999. Mr. Faqih's experience extends to interfacing and coordinating with the Caltrans-Local Assistance Program, Counties, Cities, Funding Agencies. He has excellent skills in understanding construction contracts, review and control project cost and schedule, coordinate and assist in negotiating change orders, maintain project as-builts, managing multiple subconsultants and supervise inspection staff. Mr. Faqih excels in providing detailed constructability review of project plans and specifications, which minimizes the potential project delays and change orders and assists the client from pre-award to project close-out to ensure full funding reimbursement. Zack has extensive experience managing multiple projects requiring interfacing and coordination with Caltrans, counties, funding agencies, Federal-FHWA/BIA, railroad and utility companies, and environmental and regulatory agencies.

Relevant Project Experience

Enterprise

Wastewater Treatment Plant Expansion/Renovation & Brine Pipeline Installation Project, Beaumont CA - Senior Project Manager/Local Agency Coordinator: Mr. Faqih provides Project Management and Local Agency Coordinator Services for the Wastewater Treatment Plant Expansion/Renovation & Brine Pipeline Installation Project, sewer lift stations, and other sewer system projects. The expansion increases the permitted capacity from 4.0 MGD to 6.0 MGD. The pretreatment for the RO system includes two stage screening, grit removal, conventional aeration/biological treatment, and a membrane bioreactor process. The City is also constructing a 23-mile, 12-inch diameter gravity pipeline from the Beaumont WWTP that will connect to the Inland Empire Brine Line (IEBL) in San Bernardino to discharge brine that will be treated at Orange County Sanitation District (OCSA). The Brine Line is installed within existing right-of-way and unpaved roads using open trench methods, auger jack and bore, and hydraulic directional drilling (HDD).

Inland Empire Utilities Agency, CA – Resident Engineer

Mr. Faqih served as the Resident Engineer/Lead Construction Inspector for this multi-story, steel construction, new laboratory intended to replace the existing facility and consolidate Agency staff in a single location. He maintained the project filling system as per the project requirement to assure the state funding requirements, monitor the progress and development of the BIM model, monitor and document the required gold LEED project certification, assisted the Agency in the resolution of existing claims with the contractor based on prior construction management approach issues. Inspection per existing ordinance and special codes on: concrete, masonry, rebar, plumbing, electrical, HVAC, Fire sprinkler. Coordinate weekly meeting with the contractor and the owner rep from the Agency.

Victoria Avenue Recharge Water Facility, Riverside, CA - Construction Manager: This major capital improvement project for Western Municipal Water District includes the

installation of new groundwater extraction wells as a means to help increase the groundwater basin quantity and improve its quality. Major improvements on this project include: mass grading operations, the installation of three stormwater basins, a divergent structure, numerous interior roadway improvements for vehicular and pedestrian access, two concrete trapezoidal rerouting channels into the water basin, stormwater collection structure, the installation of 4000 linear feet of 20" reclaimed **water pipeline** three local city streets connecting the gage canal reservoir into the three proposed storm water basins. Mr. Faqih maintains project records and is the Inspector of Records for this major capital improvement project. His responsibilities include roadway construction inspection, material testing, traffic handling, flagging operations, inspection of concrete and paving activities. He provides inspection of retaining walls, drainage improvements, water line installation, storm drain installation, sewer line installation, subdrains, ADA compliant sidewalk driveways, and SWPPP. He performs all deputy inspections as per project plans and specifications.

Transportation

City of Compton: Annual Residential Rehabilitation Project (\$5.4M)

Construction Manager: This project included street rehabilitation of seven major City streets. Streets included were: Caldwell Street, Myrrh Street, Grandee Avenue, 134th/Elva Avenue, Tajauta Avenue, Bradfield Avenue and Alondra Boulevard. Scope of work consisted of construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole, and such other items or details, not mentioned above, that are required by the plans and standard specifications. Scope included full-service construction management, pre-construction, management information system, reviewing traffic control plans, meetings, issues management, scheduling, cost control, labor compliance, reviewing RFIs and Submittals, change orders, dispute resolution, quality control/inspection, public relations, permits/environmental compliance, progress payments, monthly staff reports, site safety, as-builts drawings, final walkthrough, and project completion reports. Project is within schedule and budget. Project is on-going.

City of Costa Mesa: Citywide Parkway Maintenance, Street Rehabilitation and Slurry Seal Project, No. 21-03, Costa Mesa, CA | Senior Construction Manager: This citywide street improvement program in the City of Costa Mesa involved mobilization, removal and reconstruction of curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, ADA curb ramps, removal and reconstruction of existing pavement, milling and overlaying with new asphalt, adjustment of manholes and utility covers to grade, application of slurry seal, crack sealing, traffic signing, striping and markings, traffic markers and speed humps, installation of specialty and bicycle loop detectors, and implementation of traffic control. Mr. Faqih performed value engineering and constructability review of the project plans and specifications, prepared permits, conducted preconstruction meeting, processed RFIs, submittals, and contract change orders, and managed compliance with federal and state funding requirements.

County of Riverside: I-215/Van Buren Interchange Improvement - Principal Assistant RE / Construction Manager

Principal Assistant RE / Construction Manager for \$32M project included the realignment of the Van Buren Boulevard, overcrossing bridge over I-215 freeway, westbound left turn lane and an eastbound dedicated right turn lane over the freeway, replacing existing railroad overcrossing with pre-cast structure. Roadway improvements included a right-turn lane for eastbound to northbound entrance ramp, and two westbound receiving lanes to accommodate the southbound exit ramp, new hook-type ramp, auxiliary lanes added to the mainline and the southbound main lane on I-215 were widened to the west to accommodate the ultimate configuration of the freeway. Five retaining walls up to 30 feet high were constructed along Railroad tracks/southbound on-ramp, southbound off ramp, north and south sides of Van Buren Blvd/west of the I-215 freeway, and east of northbound on-ramp to minimize impact to the railroad and MARB right-of-way. Additional features include curb ramps, sidewalk, cross walks, signal and electrical, water line, sewer line, and storm drain installation.

Parks & Public Facilities

City of Costa Mesa: Jack Hammett Sports Complex Improvement Project, Costa Mesa, CA | Senior Construction Manager: This \$2.3M project includes various improvements to the Jack Hammett Sports Complex, a 14.5-acre park with six illuminated utility fields, a restroom building, picnic benches, and on-site parking. The project involves parking lot improvements, concrete flatwork, ADA improvements, electrical runs to the pull boxes for multiple storage buildings, retaining walls, lighting, irrigation and landscaping, foundation improvements, construction and installation of two new storage buildings, electrical and mechanical work within the buildings, and all associated work with the buildings.

SilverRock Park Venue Site, City of La Quinta (\$5.4M) – Construction Manager This project is a community park for passive use. The SilverRock Park Venue Project is located on the southeast corner of SilverRock Way and Avenue 52. The park site sits on approximately 14 acres with approximately eight (8) acres of walking paths, turf, and landscaping. Construction work includes but is not limited to precise grading, landscaping and irrigation, utility construction including a grinder pump, stream and lake construction with floating fountain, furnishing and installation of pump for lake, furnishing and installation of lighting, decomposed granite parking lot construction, concrete ADA parking space construction, concrete and decomposed walkways, construction of a stage, construction of outlet structures, construction of retaining walls, construction of an outdoor theater with seating area.

Veteran Sports Park at Tustin Legacy, Tustin, CA – Construction Manager/IOB

This project is a \$24M major capital improvement project for the City of Tustin. The project is a 31.5-acre sports community park bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. Major improvements include infrastructure improvement, installation of drainage devices, water lines, gas lines, communication lines, interior roadway construction, and ADA compliant facilities such as sidewalks, driveways, curb ramps, and recreational buildings. Mr. Faqih monitored and observed all construction activities on this 31.5-acre project site including major grading activities, AC & PCC paving, reinforced concrete channels, local street improvements, ADA compliant sidewalks, driveways, and curb ramps, curb & gutter, utility installation including water and sewer lines, landscape, and hardscape. Retaining wall, block wall and site fencing, safety inspection & reporting of daily construction activities, preparing and verifying field measurements for payment, monitoring, and verifying extra work invoices, coordinating field-testing and sampling. Project Scheduling (CPM), material testing, compression and rupture of concrete cylinders and soil sampling.

City of Yorba Linda, CA – Deputy Building Official

Provided plan checking and served as the inspections supervisor. Reviewed architectural, structural, plumbing, mechanical, electrical, acoustic, energy for residential, commercial, and industrial buildings. Supervised construction and the project management staff to assure compliance with the city's requirements for building facilities, including the city's community center and the library expansion projects.

BRITTANY DUHN, PE, QSD/P



Project Manager



EDUCATION

- » BSCE - Civil Engineering, California State Polytechnic University, Pomona

LICENSES & REGISTRATION

- » Professional Engineer, P.E. State of California, #91078
- » SWPPP (QSD) & (QSP) Certificate #27609
- » 30-Hr. Cal OSHA
- » Defensive Driving Training

Ms. Duhn has extensive experience of program management and project management of major public works and capital improvement projects including transportation, street improvements, roadway widenings, bridges, water and wastewater projects, involving flood risk management, water conservation facilities, water mains, pressure regulating and pumping stations, wells, valves, fittings, and other appurtenances, reservoirs, channels, and storm drains, as well as access roads, culverts, and bridges.

Her recent program and project management experience, managing the City of Chino water/wastewater projects and a \$110 million dollar Wastewater Treatment Plant Expansion and Renovation & Brine Pipeline Project in the city of Beaumont, is a great testament of Brittany's program management and oversight project experience.

Brittany provided complete project management and construction management services on this project from inception to substantial completion. She is knowledgeable of the latest construction practices and requirements, communicates effectively, and possesses computer usage and writing skills. His experience includes an extensive background in construction management and inspection, construction contracting, project management, quality control and assurance, and project coordination. He has excellent skills in understanding construction contracts, review and control project cost and schedule, coordinate and assist in negotiating change orders, provide project updates to the client, ensure timely review of critical path method (CPM) schedule to track any changes in critical path and delays, maintain project as-builts, managing multiple subconsultants and supervise inspection staff. Ms. Duhn provided

construction and project management services that included conceptual, 30%, 60%, 90% and 100% design review and support. She has provided Project Management services for all stages of projects, from design to construction.

Brittany managed and oversaw the discretionary review process of CEQA guidelines and requirements, managed budgets and schedules, assisted with the development of budgets, prepared RFPs, prepared sewer rate fees, provided public assistance and information of water and wastewater affecting the community, prepared reports for committees, commissions, and City Council, prepared staff reports, and made oral presentations. Ms. Duhn has a strong background in the fields of water, wastewater, and recycled water engineering design, operations, and construction.

Relevant Project Experience

Enterprise

City of Chino: On-Call Project Management | Project Manager: Brittany is a Project Manager on various enterprise projects including:

- SD223 - Chino Avenue Storm Drain Improvement Plan System
- SD222 - Philadelphia Street and Monte Vista Avenue Storm Drain Extension Project
- WA212 - State Street Water Treatment Plant
- WA214 - Well 17 Equipping Project
- WA224 - B Street Alley Water Main Line Replacement Project
- WA231 - Wells 4 & 6 Treatment Plant Project
- WA223 - Russell Ave Waterline Replacement Project
- WA17B - Chino Quad 1.2
- SW211 - Yorba Avenue & Eucalyptus Avenue Sewer Main Line Replacement Project
- WA221 & WA222 - Central Avenue and Dupont Avenue Waterline Project
- WA211 - Well 11 Pipeline Project

Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project, City of Beaumont - Project Manager/Program Manager: Ms. Duhn provided Project Management Services for the City of Beaumont Project (\$110M), sewer lift stations, and other sewer/pipeline projects. Brittany provided complete project management and construction management services on this project from inception to substantial completion. She prepared funding applications for CWSRF and IBank. Ms. Duhn managed the Proposition 218 process to increase the City's sewer rates. This process included coordinating with the Utility Rate Consultant, City, and Beaumont Cherry Valley Water District to calculate the rates and prepare the rate study. She oversaw the City's community meetings, community outreach for the Notice of Public Hearing, and City Council presentations and agenda items. After the rates were established, Ms. Duhn provided support to the City for customers with questions and concerns. Ms. Duhn managed the process the next year to recalculate the rates based on the new water data and implement the rates to provide a smooth transition for the City and customers. Ms. Duhn assisted in the IS/MND adoption process, CEQA guidelines and requirements, and coordinated with utilities/cities for the Brine Line

Project permits. Ms. Duhn prepared Request for Proposals for Construction Management and bid packages for the three (3) contractors. She managed the constructability review process for the wastewater treatment plant project and brine line projects. Ms. Duhn tracked the budgets for the Wastewater Treatment Plant and Brine Line projects and documented all purchase orders/invoices. She prepared WWTP, Brine Line, and wastewater City Council staff reports for change orders, monthly updates, agreements, and other required items for Council. She assisted the City in any tasks necessary to ensure the Project stays on budget and meets any and all scheduled deadlines.

Transportation

City of Chino: On-Call Project Management | Project Manager: Brittany is a Project Manager on various transportation projects including:

- G6220 - CDBG Alley Project, East-West North Chino Avenue
- SN231 - Alley Rehabilitation Project - Pioneer St from Monte Vista Ave to 5th St.
- SN221 - FY21/22 Alley Reconstruction Project
- ST222 - Kimball/El Prado/Central Traffic Improvement Project
- City of Chino – 16th, 17th, and 18th Street between Tronkeel Avenue and Serene Avenue & Tangerine Avenue Street Widening
- FY 20/21 Alley/Sanitation Rehab Project, Phase II
- Philadelphia Street and Monte Vista Avenue Storm Drain Extension Project
- 11th Street Pavement Reconstruction Alley Accessibility and Intersection Accessibility Project
- CDBG Alley Project and Alley/Sanitation Rehab FY2021-22 Various Locations Project
- Ramona Avenue & Walnut Avenue Street Rehabilitation and Traffic Signal Modifications Project
- SD211 – 11th Street/B Street Project
- ST232 – Kimball Ave Street Improvement
- MS202 – ADA Grievance 21-004 Curb Ramps at Olive Place & Walnut Ave
- SN211 – Alley Sanitation Rehab 20-21 Phase 1, II, and III
- ST223 – Madison St & Kellogg Ave Gap Closure Project

City of Compton | Annual Residential Rehabilitation Project (Construction Phase) | Project Manager | The scope of work consisted of asphalt overlay, clearing and grubbing, construction of cold mill and AC overlay, slurry seal application, HMA pavement, ARHM overlay, AC base course, aggregate base, full depth AC slot pavement, PCC sidewalk and pavement, PCC curb and gutters, PCC cross gutter, alley intersection, sidewalk, driveway approach, curb ramps including detectable warning surfaces, signing, striping, markings, pavement legends, speed hump, landscaping, irrigation, adjusting manhole and utility covers to grade, water valve, water meter, street lighting, installation of loop detectors and bicycle loop detectors, traffic signal modification, adjustment of streetlight and traffic signal pull boxes to grade.

Parks & Public Facilities

City of Lake Forest | Arbor Mini Parks & Neighborhood Park Renovations Project (Construction Phase) | Project Manager | This project includes removing existing hardscape, installing new landscaping and irrigation, and installing decorative iron fencing around the perimeter of the park site. Additional improvements include installation of new playground equipment and other park amenities, and the construction of a concrete walkway/exercise trail with exercise equipment. The Project also includes the installation of rubber surfacing, renovation of the existing shade structure, and the installation of new picnic tables and replacement of other existing site amenities.

City of Beaumont | Wastewater Treatment Plant & Brine Line (Design, Bidding & Construction Phase) | Project Manager | Ms. Duhn provided Project Management Services for the City of Beaumont Project (\$110M), sewer lift stations, and other sewer/pipeline projects. She prepared funding applications for CWSRF and IBank. Ms. Duhn managed the Proposition 218 process to increase the City's sewer rates. This process included coordinating with the Utility Rate Consultant, City, and Beaumont Cherry Valley Water District to calculate the rates and prepare the rate study. She oversaw the City's community meetings, community outreach for the Notice of Public Hearing, and City Council presentations and agenda items. After the rates were established, Ms. Duhn provided support to the City for customers with questions and concerns. Ms. Duhn managed the process the next year to recalculate the rates based on the new water data and implement the rates to provide a smooth transition for the City and customers.

City of Costa Mesa | Jack Hammett Sports Complex Improvement Project (Bidding & Construction Phase) | Project Manager | Ms. Duhn is providing Project Management services for the City of Costa Mesa's \$2.3M Jack Hammett Sports Complex Improvement Project, which involves various improvements to the a 14.5-acre park, which includes six illuminated utility fields, a restroom building, picnic benches, and on-site parking. The project involves hardscape improvements, ADA parking lot improvements, concrete flatwork, ADA sidewalk improvements, electrical runs to the pull boxes for multiple storage buildings, retaining walls, fencing installation, improvements to lighting, irrigation and landscaping, rough and precise grading, foundation improvements, construction and installation of two new storage buildings, electrical and mechanical work within the buildings, finish grading, flat work and all associated work with the buildings.

Anthony Flores, EIT

Construction Manager



EDUCATION

- » Bachelor of Science in Civil Engineering – California State University, Long Beach

TRAINING & REGISTRATION

- » Engineer-In-Training (EIT), State of California, #170698
- » Caltrans Temporary Pedestrian Facilities Training
- » 30-Hr. Cal OSHA
- » Defensive Driving Training
- » Sexual Harassment Prevention Training

Mr. Flores has experience in project management, construction management, contracting, field investigation, project management, and quality control for numerous capital improvement projects and federally funded projects, involving street improvement, bridge construction, storm drains, traffic signals, traffic signs, streetlights, pavement markings, construction projects, and maintenance projects. Mr. Flores has a thorough understanding of Cal-OSHA practices and procedures, ADA and Caltrans ADA requirements, as well as extensive knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials. Additionally, Mr. Flores is familiar with Caltrans field and construction office procedures, with experience assisting in inspection to assure compliance with plans and specifications, assisting in preparation of contract change orders, contract estimates, and progress payments, coordinating field testing of materials for compliance with project specifications and the Caltrans Quality Assurance Program, maintaining accurate project records, performing analytical calculations, and monitoring Contractor progress by preparing progress reports as required.

Relevant Project Experience

City of Alhambra: FY 19-20 & 20-21 Street Rehabilitation Projects, Alhambra, CA | Construction Manager: These street improvement programs consist of the pavement and street rehabilitation of 23 local street segments located south of Mission Road, west of Garfield Avenue, east of Atlantic Boulevard, and north of Valley Boulevard. Improvements included slurry seal treatment, varying depths of cold mill and overlay, full depth removal and reconstruction, concrete improvements to ADA curb ramps, curb and

gutters, and driveway approaches, intersection improvements, traffic signal hardware installation, fiber optic utility coordination, traffic signal loops, driveway aprons in need of repairs, and concrete cross gutter reconstruction. Mr. Flores provided daily construction inspection services, monitored contractors' daily progress through daily reports and photos, reviewed traffic control procedures, coordinated scheduling, issues management, meetings, monitored cost control, labor compliance, reviewed RFIs and submittals, change orders, dispute resolution, coordinated public relations activities, and organized final walkthrough and project completion reports.

City of Chino: On-Call Construction Management | Construction Manager: Anthony is a Project Manager on various transportation projects including:

- SD211 – 11th Street/B Street Project
- ST232 – Kimball Ave Street Improvement
- MS202 – ADA Grievance 21-004 Curb Ramps at Olive Place & Walnut Ave
- D4215 Prado Inundation Area Remediation - Watertight Sewer Manhole Assembly and Streetlight Connections Retrofit Project
- MS 222 Slurry Seal Program
- MS 202 & ST 221 Chino Avenue Accessibility and Curb Ramp Improvements at 15th, 17th and 19th Streets and Norton Avenue PCC Walk and Curb Ramps
- NC231 Schaefer Ave Localized Asphalt Repairs
- SN211 – Alley Sanitation Rehab 20-21 Phase 1, II, and III
- ST223 – Madison St & Kellogg Ave Gap Closure Project
- ST162 Localized Asphalt Repairs Various Locations
- R7200 Masonry Block Wall at Chino Police Department
- Yorba Ave Street Improvements – From Midblock between Chino Ave to Schaefer Ave
- F Street, G Street, 5th Street - Street Improvements
- City Hall EMT Parking Lot Improvements

City of Norwalk: CDBG Local Streets Rehabilitation Project, Norwalk, CA | Construction Manager: This project is part of a local street rehabilitation program within Zone 28 of the City of Norwalk and is Community Block Development Grand funded. The project's scope includes repairs and reconstruction of concrete appurtenances, including cross gutters, curb and gutters, upgrades of ADA ramps to be compliant with ADA standards. Mr. Flores provided full time inspection, prepared daily diaries documenting daily construction activities and including progress photos, attends construction progress meetings, reviewed construction progress schedules, reviewed materials testing certifications of compliance, monitored

utility coordination, monitored the project site for safety, maintained public relations with surrounding residents and businesses, and ensured SWPPP compliance.

City of Vernon: 50th Street Water Main Replacement Project, Vernon, CA | Construction Manager: The project's scope of work includes demolition and reconstruction of the 12" iron ductile pipeline to the City's existing water services, such as installation of all appurtenances, fittings, valves, blow-offs, siphons, concrete pipe supports, thrust blocks, trenching, bedding and backfill, replacement of traffic markings, shoring, over excavation, temporary and permanent pavement, steel plating, and roadway improvements and repair, installation of commercial services and laterals, pressure testing and disinfection of installed pipeline. Mr. Dawson provided construction inspection for this project with daily tasks including inspection of pipeline welding and installation, inspection of the project site to ensure safety and compliance with SWPPP, preparation of daily reports, change order review, and quantity calculations.

City of Lake Forest: Street Resurfacing Program, Lake Forest, CA | Construction Manager: Mr. Flores is performing construction inspection services for this project, which involves the street resurfacing of Glenn Ranch Road from Portola Parkway to El Toro Road, as well as the slurry seal of and arterial slurry seal of Jeronimo and Muirlands from Los Alisos to Bake. Relevant project features include street resurfacing and rehabilitation, application of slurry seal, grinding and overlay, cold milling, ARHM pavement, AC base course, aggregate base, curb and gutters, ADA ramp construction, intersection improvements, traffic signal hardware installation, fiber optic utility coordination, traffic signal loops, signing striping, markings and pavement legends, dig-outs, sewer and storm drain manholes, and water valves and meters.

City of Hesperia and SANBAG: I 15/Ranchero Road Overcrossing Project - Construction Manager: This \$50M dollar project was for construction of a new 8-lane overcrossing bridge and temporary on and off ramps for I-15 both Northbound and Southbound. The project consisted of the construction of new off and on ramps for both Northbound and Southbound, new drainage systems. Mr. Flores worked extensively on all bridge items including, but not limited to: bridge pours, pile driving, rebar, backfilling, four-scale grades, field grades, calculating bridge quantities, and falsework construction during day, night, and full closures. In addition, he performed the necessary calculations for falsework review and bridge clearance forms. He inspected roadway excavation, base and sub-base work, grading, AC/PCC pavement, delineation, sign installation, traffic control.

Infill Housing Street Rehabilitation Improvements of Five Major Streets, City of San Bernardino, CA

Construction Manager: The project includes concrete improvements and pavement improvements of five major streets in the City of San Bernardino. Streets are as follows: 21st Street, Genevieve Street, Union Street, E Street, and 8th Street. The project also included the rehabilitation and resurfacing of various street intersections. Project included street rehabilitation and resurfacing, full depth removal and replacement of asphalt concrete, cold milling and overlay of existing asphalt concrete, removal of traffic striping, installation of traffic striping and pavement markers, and construction of cross walks. The concrete improvements included the removal and replacement of sidewalk, driveways, curb and gutter, gross gutters, spandrels, curb ramps along both residential and commercial streets. Additional improvements included cross gutters, curb & gutter, survey monument reestablishment, traffic striping, manhole/utility vault adjustments, replacement of traffic signal loop detectors, and storm drain catch basin adjustment. The project cost was approximately \$2.8 Million.

Pavement Rehabilitation and Resurfacing Eleven Major Streets, City of San Bernardino, CA

Construction Manager: Project included the pavement rehabilitation and resurfacing of 11 major City streets including North Sierra Way, Valencia Avenue, Baseline Street, North Arrowhead Avenue, Mountain View Avenue, Wabash Street, Olive Street, Waterman Avenue, Temple Street, and Victoria Street. Mr. Flores performed constructability reviews of the project plans and specifications prior to the bid release, and full-service construction management and construction inspection for pre-construction, construction, and project closeout of all 11 major City streets. Technical project features include: full depth asphalt concrete removal and replacement, cold mill and overlay of existing asphalt concrete, removal and replacement of sidewalk, curb ramps, curb and gutter, cross gutters, spandrels, cross walks, traffic striping and pavement markers, concrete and asphalt speed humps, traffic signal improvements, adjustment of numerous existing utility manholes, and storm drainage improvement. The project cost is approximately \$5.5 Million.

Yvonne Burke John Ham Park & Community Center, City of Lynwood, CA

Construction Manager: This project was a 36,000 sf park and community center. The project included educational classrooms, multi-purpose rooms, exercise and wellness center, commercial kitchen. The foundation system was a unique mat foundation. This project was designed for a silver LEED rating and is on track for gold attainment. Project progress is being monitored for compliance with special funding under state proposition 84 requirements. Project technical features include: concrete walkways, curb ramps, landscaping, irrigation, lighting, community center, restrooms, retaining walls, parking lot, curb and gutter, site fencing, mass and precise grading, and utility installation. This project was completed ahead of schedule, within scope, and within budget. Total cost of project was \$4.7M.

Thomas Dawson, CBO, ICC Certified



Senior Construction Inspector



LICENSES & REGISTRATION

- » International Code Counsel Certifications
- » Fire Inspector 1
- » Building Plan Examiner
- » California Commercial
- » Combination Inspector/Legacy
- » California Commercial Plumbing Inspector
- » California Commercial Mechanical Inspector
- » California Residential Mechanical Inspector
- » California Residential Electrical Inspector
- » California Residential Plumbing Inspector
- » Certified Building Official
- » CLB License No. 674861
- » OSHA 30 Hour Training

Mr. Dawson has over 25 years of experience in transportation, capital improvement projects, facilities, parks, water/wastewater, building, heavy civil, water treatment, lift stations, pipelines, and recharge water facilities. Mr. Dawson is ICC Certified in electrical, mechanical, plumbing. Mr. Dawson has served as an electrical inspector for powerplants, residential, industrial, commercial, fire stations, and medium voltage substations/cable splicing. He has extensive experience with switchgear, duct banks, motor control systems, PLC MCC and UPS systems, back-up generators 480v/12kv-65kv, industrial equipment, cable pulling, wiring, high voltage splicing, and industrial equipment and troubleshooting. He has coordinated with SCE on numerous projects. Mr. Dawson also provides project management both during planning stages and with continuous inspection and onsite project supervision of all trades. He provides onsite supervision to ensure compliance with all local, state, and federal requirements from concept to completion. He provides quality control and code compliance inspection services with observation reports for owners, engineers, and local jurisdictions. He provides all required government permits and coordinating required inspections. Some highlight projects Mr. Dawson provided electrical inspection for are as follows: System CCWRF RW pump Station Expansion, Philly PS Philadelphia Pump Station, Montclair Lift Station, 930 Zone Reservoir, and Turner Basin Turnout Installation. Mr. Dawson has worked on various treatment plants and lift station projects that require expansion and upgrade and has a thorough understanding of maintenance of plant operation (MOPO).

Relevant Project Experience

Enterprise

Victoria Avenue Recharge Water Facility, Riverside, CA – Senior Construction Inspector: This major capital improvement project for Western Municipal Water District includes the installation of new groundwater extraction wells as a means to help increase the groundwater basin quantity and improve its quality. Major improvements on this project include: SCADA and Storage Building, mass grading

operations, the installation of three stormwater basins, a divergent structure, numerous interior roadway improvements for vehicular and pedestrian access, two concrete trapezoidal rerouting channels into the water basin, stormwater collection structure, the installation of 4000 linear feet of 20" reclaimed water pipeline three local city streets connecting the gage canal reservoir into the three proposed storm water basins. Scada building included construction, installation, and furnish SCADA and storage building complete and in place including but not limited to masonry structure, doors, foundation, roofing, reinforcement, electrical switchgear, unit substation, motor load centers, control panels, switchboards, and motor control centers. Mr. Dawson conducted MOPO meetings at project site prior to commencing shutdown for tie-in or modification of specific plant systems.

City of Vernon: 50th Street Water Main Replacement Project, Vernon, CA | Senior Construction Inspector: The project's scope of work includes demolition and reconstruction of the 12" iron ductile pipeline to the City's existing water services, such as installation of all appurtenances, fittings, valves, blow-offs, siphons, concrete pipe supports, thrust blocks, trenching, bedding and backfill, replacement of traffic markings, shoring, over excavation, temporary and permanent pavement, steel plating, and roadway improvements and repair, installation of commercial services and laterals, pressure testing and disinfection of installed pipeline. Mr. Dawson provided construction inspection for this project with daily tasks including inspection of pipeline welding and installation, inspection of the project site to ensure safety and compliance with SWPPP, preparation of daily reports, change order review, and quantity calculations.

Wastewater Treatment Plant Expansion/Renovation & Brine Pipeline Installation Project (\$110M) - Beaumont, CA – Senior Construction Inspector: Mr. Dawson provided electrical inspection the Wastewater Treatment Plant Expansion/Renovation & Brine Pipeline Installation Project (\$110M), sewer lift stations, and other sewer system projects for the City of Beaumont. This project has a valuation of Wastewater Treatment plant consists of the following: WWTP Expansion/Renovation – The WWTP Expansion/Renovation Project consist of expanding and upgrading the City's WWTP from 4 million gallons per day (MGD) to 6 MGD. The WWTP upgrades include installation of Membrane (MBR) system, Reverse osmosis (RO) system for salt mitigation, dewatering system, and sludge solar drying beds. The pretreatment for the RO system will include two stage screening, grit removal, conventional aeration/biological treatment, and a membrane bioreactor process. The system will continue to utilize UV disinfection. A 23 mile Brine Pipeline – to be installed to convey brine from the WWTP location to the Inland Empire Brine Line (IEBL) at the Santa Ana River at E Street in San Bernardino. This brine will be treated at Orange

County Sanitation District (OCS D). Mr. Dawson provided construction inspection for this project with daily tasks including: inspection of pipeline installation, inspection of the project site to ensure safety and compliance with SWPPP, preparation of daily reports, change order review, and quantity calculations for contractors progress pay estimate. Mr. Dawson understands and is proficient at various maintenance of plan operations, MOPO.

Secondary Treatment Facility, Whittier Narrows Water Reclamation Plant, Los Angeles County Sanitation Districts, Whittier, CA. Senior Electrical/Construction Inspector. This \$9M project constructed a new RAS pump station and pipe gallery and installed process air compresses, fine air diffusion, mechanical piping, pumping equipment, power, and controls. Mr. Dawson understands and is proficient at various maintenance of plan operations, MOPO. Mr. Dawson conducted MOPO meetings at project site prior to commencing shutdown for tie-in or modification of specific plant systems. Mr. Dawson reviewed the contractors submitted MOPO including conditions of shutdown, preparation, and installation procedures.

Transportation

City of Compton: Annual Residential Rehabilitation Project (\$5.4M)

Lead Construction Inspector: This project included street rehabilitation of seven major City streets. Streets included were: Caldwell Street, Myrrh Street, Grandee Avenue, 134th/Elva Avenue, Tajauta Avenue, Bradfield Avenue and Alondra Boulevard. Scope of work consisted of construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole, and such other items or details, not mentioned above, that are required by the plans and standard specifications. Scope included full-service construction management, pre-construction, management information system, reviewing traffic control plans, meetings, issues management, scheduling, cost control, labor compliance, reviewing RFIs and Submittals, change orders, dispute resolution, quality control/inspection, public relations, permits/environmental compliance, progress payments, monthly staff reports, site safety, as-builts drawings, final walkthrough, and project completion reports. Project is within schedule and budget. Project is on-going.

Caltrans District 5: SR-264 Paving, Buellton, California

Senior Construction Inspector for the project to repair failed roadway areas, cold plane roadway, and repave RHMA on Route 264 from Route 101/264 separation to Santa Rosa Creek (~6 miles). Project was completed within schedule and within project budget.

Pavement Rehabilitation Program – Winchester Road (Jefferson Avenue to Ynez Road), City of Temecula, CA

Senior Construction Inspector: for the City of Temecula pavement rehabilitation program. The work for this project generally includes pavement Improvements along Winchester Road from Jefferson Avenue to Ynez Road. Improvements Include, remove and replace existing asphalt pavement, reconstruction of traffic loops, adjust existing manholes and valves for different utilities, and installation of striping and pavement markers. The project cost is approximately \$1.4 million. Technical Features include: Remove and replace existing asphalt pavement, Reconstruction of Traffic loops, Adjust Manholes, Sidewalk, Curb ramps, driveways, Adjust Valves for different utilities, Installation of Striping, Pavement Markers. Project was completed within schedule and within project budget.

Street Rehabilitation and Resurfacing of Ten City Streets, City of San Bernardino, CA

Senior Construction Inspector: This project included the street rehabilitation and resurfacing of 10 City residential and commercial streets. The project technical features include: resurfacing; concrete overlays; unclassified excavation/fill; coldmill & overlay; removal of existing sidewalk, curb and gutter; driveway approaches, and speed humps; and the construction of sidewalk, curb ramps, cross walks, cross gutters, driveway approaches, and asphalt and concrete improvements of several City streets. The project also includes tree removals and several manhole/utility adjustments. The project cost is approximately \$5.1 Million.

City of Moreno Valley | 801-0081 Citywide Pavement Rehabilitation Project 18/19

Senior Construction Inspector: The project is a citywide rehab of Moreno Valley City Streets. As per plan, it includes cold milling to 1.5" and place 1.5" ARHM asphalt, curb ramps, curb and gutter, cross gutter and spandrels, full depth asphalt removal and replacement, installation of traffic striping and placement of traffic markers, adjustment of existing utility manholes, and asphalt concrete overlay.

County of Riverside: I-215/Van Buren Interchange Improvement

Senior Construction Inspector, I-215/Van Buren Interchange Improvement is a \$32M project that included the realignment of the Van Buren Boulevard, overcrossing bridge over 1-215 freeway, westbound left turn lane and an eastbound dedicated right turn lane over the freeway, replacing existing railroad overcrossing with pre-cast structure. Roadway improvements included a right-turn lane for eastbound to northbound entrance ramp, and two westbound receiving lanes to accommodate the southbound exit ramp, new hook-type ramp, auxiliary lanes added to the mainline and the southbound main lane on I-215 were widened to the west to accommodate the ultimate configuration of the freeway. Five retaining walls up to 30 feet high were constructed along Railroad tracks/southbound on-ramp, southbound off ramp, north and south sides of Van Buren Blvd/west of the I-215 freeway, and east of northbound on-ramp to minimize impact the railroad and MARB right-of-way. Mr. Dawson provided inspection for roadway, traffic control, compliance with the SWPPP Plan, and ADA compliance. He assisted in contract change orders, RFIs, and submittals preparation, review, and analysis. Mr. Dawson assisted in measurement and filling out required ADA forms after project completion and forwarded documentation to

Caltrans ADA compliance unit. He worked with Caltrans and the local agencies for final approval and sign off. The ADA inspection included sidewalk, curb ramps, and curb cuts. He worked with the office engineer and Caltrans audit oversite resident engineer to ensure project documentation compliance with the Local Assistance Procedures Manual and Caltrans filing system. Additional relevant project features include traffic signals, streetlight installation, drainage improvements, water lines, sewer lines, fencing, landscaping and irrigation, street striping, and paving (PCC & asphalt pavement).

Caltrans District 5: SR-264 Paving, Buellton, California

Senior Construction Inspector for the project to repair failed roadway areas, cold plane roadway, and repave RHMA on Route 264 from Route 101/264 separation to Santa Rosa Creek (~6 miles).

Pavement Rehabilitation Program – Winchester Road (Jefferson Avenue to Ynez Road), City of Temecula, CA

Senior Construction Inspector: for the City of Temecula pavement rehabilitation program. The work for this project generally includes pavement Improvements along Winchester Road from Jefferson Avenue to Ynez Road. Improvements Include, remove and replace existing asphalt pavement, reconstruction of traffic loops, adjust existing manholes and valves for different utilities, and installation of striping and pavement markers. The project cost is approximately \$1.4 million. Technical Features include: Remove and replace existing asphalt pavement, Reconstruction of Traffic loops, Adjust Manholes, Sidewalk, Curb ramps, driveways, Adjust Valves for different utilities, Installation of Striping, Pavement Markers.

City of Moreno Valley | 801-0081 Citywide Pavement Rehabilitation Project 18/19

Senior Construction Inspector: The project is a citywide rehab of Moreno Valley City Streets. As per plan, it includes cold milling to 1.5" and place 1.5" ARHM asphalt, curb ramps, curb and gutter, cross gutter and spandrels, full depth asphalt removal and replacement, installation of traffic striping and placement of traffic markers, adjustment of existing utility manholes, and asphalt concrete overlay.

County of Riverside Magnolia Avenue Grade Separation, Riverside/Corona, CA

Senior Construction Inspector: for Magnolia Project to construct a railroad grade separation at the (BNSF) Burlington Northern-Santa Fe Railroad and Magnolia Avenue at Grade crossing, including a new four-lane overhead structure (bridge) over existing BNSF tracks supported by 9 bents and 2 abutments. Substructure comprises of 13' diameter x 88'-~100' deep CIDH piles (total 18 CIDH piles @ 2 piles per bent). Both bridge approaches are supported by Retaining Walls/MSE Walls systems on both ends, multiple walls systems for pedestrian and vehicular support. Construction of temporary MSE walls, shoring, and casing support system to facilitate construction of CIDH piling, stage construction on both approaches, and temporary bridge over Arlington channel to support temporary detour at the east end of the project. Responsibilities included inspections of the installation of the falsework and shoring systems all throughout the project. Inspections of the large diameter (13') CIDH, Coordinated flagging operations with BNSF/UPRR and coordinated all structures source inspections, prepares and documented all project activities with captioned photos.

Special Revenue Group

SilverRock Park Venue Site, City of La Quinta (\$5.4M) – Senior Construction Inspector

This project is a community park for passive use. The SilverRock Park Venue Project is located on the southeast corner of SilverRock Way and Avenue 52. The park site sits on approximately 14 acres with approximately eight (8) acres of walking paths, turf, and landscaping. Construction work includes but is not limited to precise grading, landscaping and irrigation, utility construction including a grinder pump, stream and lake construction with floating fountain, furnishing and installation of pump for lake, furnishing and installation of lighting, decomposed granite parking lot construction, concrete ADA parking space construction, concrete and decomposed walkways, construction of a stage, construction of outlet structures, construction of retaining walls, construction of an outdoor theater with seating area.

Veteran Sports Park at Tustin Legacy, Tustin, CA – Senior Construction Inspector

This project is a \$24M major capital improvement project for the City of Tustin. The project is a 31.5-acre sports community park bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. Major improvements include infrastructure improvement, installation of drainage devices, water lines, gas lines, communication lines, interior roadway construction, and ADA compliant facilities such as sidewalks, driveways, curb ramps, parking spaces, and recreational buildings. Mr. Dawson provided construction inspection and deputy inspection for this project. Technical Project features also include: major grading activities, AC & PCC paving, reinforced concrete channels, local street improvements, ADA compliant sidewalks, driveways, and curb ramps, curb & gutter, utility installation including water and sewer lines, landscape and irrigation, concrete walkways, lighting installation, water features, and hardscape. Retaining wall, block wall and site fencing.

Yvonne Burke John Ham Park & Community Center, City of Lynwood, CA – Senior Construction Inspector

Mr. Dawson provided construction inspection and deputy inspection for this 36,000 sf park and community center. The project included educational classrooms, multi-purpose rooms, exercise and wellness center, commercial kitchen. The foundation system was a unique mat foundation. This project was designed for a silver LEED rating and is on track for gold attainment. Project progress is being monitored for compliance with special funding under state proposition 84 requirements. Project technical features include: concrete walkways, curb ramps, landscaping, irrigation, lighting, community center, restrooms, retaining walls, parking lot, curb and gutter, site fencing, mass and precise grading, and utility installation. This project was completed ahead of schedule, within scope, and within budget. Total cost of project was \$4.7M.

Noah Hernandez, Certified PW Inspector



Senior Construction Inspector



EDUCATION & CERTIFICATIONS

- » Public Works Construction Inspection – Santiago Canyon College
- » Water Distribution System Operation and Maintenance, Cal State University, Sacramento
- » Liberal Arts, Fullerton College
- » Construction Inspection of Traffic Signals – University of California Institute of Transportation Studies
- » Quality of Hot Mix Asphalt Pavement Construction Certification – Asphalt Institute
- » Underground Safety Certification – City of Fullerton

Mr. Hernandez is a certified public works inspector with more than 25 years of construction management and inspection experience. Mr. Hernandez's public works inspection responsibilities include the ability to review improvement plans, inspect public improvements construction, negotiate and administer contracts, and prepare and maintain a variety of reports. His project experience includes large scale public works and capital improvement projects, including street improvements, slurry seal, pavement rehabilitation, intersection improvements, sewer and storm drain improvements, facilities, traffic signal improvements, curbs, gutters, sidewalks, bridge projects, and access ramps. He has detailed knowledge of various construction manuals, materials inspection & certification procedure and documentation, field measurement verification, review of submittals & RFI's, and coordination with various testing labs.

Relevant Project Experience

City of Irvine: ADA Facility Improvements, Operations Support Facility-Building 1, Irvine, CA | Senior Construction Inspector: This project involved numerous interior accessibility improvements to restrooms in public facilities in the City of Irvine. Mr. Hernandez inspected exterior accessibility upgrades to building entrances, improvements and rehabilitation of sidewalks, access ramps and handrails and installation of signage and striping for compliance with accessibility standards. Throughout the project, Mr. Hernandez provided full construction inspection services, document management, coordinated geotechnical and materials testing with retained laboratory, provided and maintained contract administration, implemented procedures for processing RFIs, and ensured compliance with all project plans and specifications, permitting requirements, agency requirements, and local regulations.

Inspection Services for the La Mirada Boulevard/Imperial Hwy Improvements, City of La Mirada, CA. Senior Construction Inspector supporting delivery of capital

improvement projects such as improvements on La Mirada Boulevard at Imperial Highway and Imperial Highway at Telegraph Road Right Turn Pockets Project – CIP No. 2015-08. Responsibilities include but are not limited to: review and enforce the contractor's proposed construction schedule; require, monitor and document compliance with the contract and specifications, including the Storm Water Pollution Prevention Plan and all other requirements; assist in the review of submittals required by the specifications, and confirm compliance of materials delivered therewith; and attend the pre-construction meeting and weekly progress meetings.

City of Torrance: Residential and Arterial Pavement Improvement, I-159/I-139, Torrance, CA | Senior Construction Inspector: Improvements include application of slurry seal, cold mill and overlay localized pavement repairs, tree removals/replacements, asphalt berm replacement, repairs to curb, gutter, sidewalk, driveways, and access ramps. Mr. Hernandez performs daily duties of construction quality assurance inspection, including oversight of excavation, compaction, subgrade inspection, backfill, paving, and inspection of structures, electrical, welding, drainage, and underground utilities. Mr. Hernandez coordinated materials testing, attends meetings with City representatives, contractors, and other agencies, prepares constructability reviews, and ensures compliance with project plans.

As-Needed Public Works Inspection Services Contract, City of Long Beach, CA. Senior Construction Inspector supporting delivery of capital improvement projects. Inspecting such projects as the Third Street Bicycle Boulevard and the Civic Center, off site civil improvements for Park Broadway Luxury Apartments, Pacific Apartments, Linden Apartments, the Oceanaire Park and Dog Park, Metro Blue Line Median Improvements, and Ocean Ave and Chestnut Place Left Turn Pocket Project. Assigned to inspect all utility permits in the downtown area and to be part of The Long Beach Grand Prix Committee.

Capital Improvement Projects, City of Irvine, CA. Senior Construction Inspector responsible for the field administration and inspection of complex public works capital improvement projects. Assessed district and/or developer in providing infrastructure improvement projects related to private development for the construction phase of City and/or private infrastructure and facility projects. Inspections addressed grading roads, bridges, drainage facilities, landscaping, traffic signals, parks and buildings; reviewing plans, specifications and inspecting construction projects for conformance with local, State and Federal standards; and implementing and maintaining full oversight of methods, materials, equipment, quantities and safety practices. Identified, evaluated and facilitated the resolution of complex unanticipated construction issues working in collaboration with the contractor and project manager. Coordinated construction activities between City departments, outside agencies, utilities, developers, and other involved parties on an ongoing basis. Provided guidance and training to construction inspectors and consultant inspectors. Reviewed and recommended approval of all progress payments for contract work, after performing an independent material quantity calculation and verification. Inspected

streets, curb gutter, sidewalk, storm drains structures, sanitary sewers, check line, grade and size for conformance with plans and specifications. Observed, measured and examined sub grade for placement and compaction. Checked field grades for conformance to plans and surveys. Prepared and maintained a variety of records and reports related to project activities such as scheduling, measurements, quantities, contract change orders, daily activities and safety.

University Drive Widening between Campus Drive and MacArthur Boulevard, City of Irvine, CA. Senior Construction Inspector for the \$11,472,300 street widening improvements project on University Drive. Inspected the removal of 86 Eucalyptus trees in the center median with coordination of a biologist due to nesting season for native birds along the Upper Newport Bay. Implemented traffic control modification per the traffic plans to allow construction of additional lanes in each direction. Coordinated relocation of Southern California Edison distribution, IRWD water mains, and Cox Communication facilities. Inspected installation of new traffic signals, controllers and appurtenances for the widening of University Drive. Inspected the construction of 1500 linear feet of retaining wall including shoring and bracing. Inspected aggregate base placement for street widening, asphalt concrete base course placement, asphalt concrete cold-milling, pavement fabric installation, asphalt concrete pavement overlays and slurry seal application. Inspected the placement of concrete improvements such as sidewalks, ramps and curbs and gutters. Inspected tasks such as adjusting a survey monument, water valve, sewer cleanout and manhole frames and covers to grade. Inspected installation of striping and pavement markings, providing public notifications and traffic control.

2017-2018 Annual Street Rehabilitation and Slurry Seal, City of Irvine, CA. Senior Construction Inspector for the \$7,299,000 2017-2018 Annual Street Rehabilitation and Slurry Seal project. Inspection included asphalt pavement cold-milling, pavement fabric installation, asphalt concrete pavement overlays and slurry seal application. Also inspected removal and replacement of concrete improvements such as sidewalks, ramps, curbs and gutters. Inspected tasks such as adjusting a survey monument, water valve, sewer cleanout and manhole frames and covers to grade and installation of striping and pavement markings, providing public notifications and traffic control.

Harvard Avenue Roadway and Streetscape Rehabilitation, City of Irvine, CA. Senior Construction Inspector for the for \$1,230,00 improvements on Harvard Avenue project, from Stanford Court to Columbia Ave. Inspected removal/disposal of Stone Pines and replacement with Afghan Pines. Monitored removal and replacement of damaged concrete sidewalks, curb and gutter. Monitored modifications to curb ramps for ADA compliance. Inspected the cold milling of asphalt concrete pavement and placement of a pavement surface overlay.

Planned Area of development (PA) 5 and 6 Residential Development Project, City of Irvine/Irvine Company. Senior Construction Inspector for storm drain improvements. Inspected construction of 18 inch to 120 inches of reinforced-concrete pipe PA 5 and 6, Orchard Hills, including trench backfill, construction of catch basins, local depressions, manholes, junction structures, reinforced concrete box (6-foot-by-4-foot), installation of curb and gutter, sidewalk, street lights, cross gutter, access ramps, drive approaches, base paving, placement of asphalt leveling course, placement of ARHM overlay, PCC pavement, installation of new landscape and irrigation, traffic striping, markings and signage, traffic signal installation, and any other appurtenances necessary to complete the improvements.

Lakeview Senior Center Rehabilitation, City of Irvine, CA. Construction Inspector for project removing and replacing concrete hardscape, installing storm drain and drainage inlet. Reviewed block-wall repair, irrigation and landscaping improvements and removal and replacement of outdoor lighting. Monitored the cleaning and painting of shade structure block walls.

Kazan/Walnut Traffic Signal Improvements, City of Irvine, CA. Construction Inspector for the installation of new traffic signal at the intersection of Kazan and Walnut. The project included the installation of new traffic signal, safety lighting, controller and appurtenances associated with the traffic signal. Performed inspection for installation of new ADA ramps, the cold milling of asphalt concrete and placement of pavement surface overlay, signing and striping.

Construction Inspection Services, City of Fullerton, CA. Construction Inspector reviewing plans, specifications and inspecting construction projects for conformance with local, State and Federal standards, while implementing and maintaining full oversight of methods, materials, equipment, quantities and safety practices. Performed inspection of streets, curb and gutter, sidewalks, storm drain structures, sanitary sewers, checked line, grade and size for conformance with plans and specifications. Observed, measured and examined sub grade for placement and compaction. Reviewed field grades for conformance to plans and survey. Prepared and maintained a variety of records and reports related to project activities such as scheduling, measurements, quantities, contract change orders, daily activities and safety. Acted as liaison between property owners, businesses, City departments, utility companies and government agencies.

Longview Drive Water Main/Sewer main Replacement and Street Improvements, City of Fullerton, CA. Construction Inspector for water, sewer and street rehabilitation project. The project included replacing 2500 linear feet of 8-inch DIP water main and appurtenances, 2500 linear feet of 8-inch VCP, PVC SDR 26 sewer main, new manholes, removing and replacing existing sewer and video inspection and abandoning existing water mains and valves. Street and drainage improvement work included cold planning, excavation, asphalt concrete, aggregate base, curb and gutter, access ramps, cross gutter, driveway approach and sidewalk replacement.

Slurry Seal of Various Streets-Fiscal Year 2006-07, City of Fullerton, CA. Senior Construction inspector to remove traffic striping and legends and apply Type 1 and 2 slurry seal to local streets. The project involved two major arterial streets and 60 residential streets. Construction required re-establishing survey monuments and re-striping all damaged or eradicaded striping. Coordinated daily with city personnel, schools, trash collectors, emergency personnel and postal delivery.

Gregory Hunkle, CBO, ICC Certified



Senior Construction Inspector



EDUCATION

- » Construction Technology, Orange Coast College, Costa Mesa
- » Building Inspection Technology, Coastline College, Huntington Beach, CA

LICENSES & REGISTRATION

- » General Contractor
- » Building Inspector
- » Plumbing Inspector
- » Mechanical Inspector
- » Electrical Inspector
- » Combination Inspector
- » Commercial Combination Inspector #0880906-05
- » Building Official #0880906-CB
- » Certified Special Inspector for Structural Welding
- » Certified Special Inspector for Structural Masonry
- » Certified Special Inspector for Structural Steel
- » Certified Special Inspector for Reinforced Concrete

Mr. Hunkle has over 27 years of experience providing quality control and quality assurance with extensive experience on street improvements, parks and facilities, buildings, storm drain projects, roadway projects, street rehabilitations, and large-scale water and wastewater projects. Mr. Hunkle has provided quality assurance inspection as a lead inspector on numerous projects including as project features such as: project startup, excavations, jack and bore, backfill, reinforced concrete, masonry, structural steel, wood framing, coating of structures and pipes, roofing, mechanical, electrical, and plumbing, and project closeout. Mr. Hunkle has worked on various treatment plants and lift station projects that require expansion and upgrade, such operating plants require that these plants remain operational while under construction until commissioning and startup. Mr. Hunkle understands and is proficient at maintenance of plant operation – MOPO. Mr. Hunkle is ICC Certified in electrical, mechanical, plumbing, reinforced concrete, structural welding, and structural steel inspection. Mr. Hunkle has performed electrical inspection for powerplants, lift stations, residential, commercial, and industrial. He has provided inspection services on Agency wide HVAC improvements, Scada Enterprise systems, Compost facility conveyor upgrade, Co-Generation Control systems and Head works improvements. Mr. Hunkle has coordinated with SCE on numerous projects. His experience includes extensive background in building contracting. Mr. Hunkle has an impressive academic and professional background to include certifications as a building official, combinations building inspections, general contractor license, project management, quality control, project coordination, code interpretation. He has reviewed traffic handling plans, inspected flagging activities on public and private roads, and inspected roadway closures and traffic devices. Greg's experience includes extensive background in construction contracting and construction inspection. Mr. Hunkle has thorough field experience investigating construction defects issues and their causes, field inspection and monitored various project elements including falsework and shoring review, investigating structural problems and their causes, stage construction, generating PS elongation values and monitoring stressing operations for stage construction, coordination with various testing labs. His projects include wastewater plants, lift stations, water projects, pipeline projects, bridges, roadways, streets improvements, drainage structures, storm drains, residential, commercial and

industrial, plan review of architectural, structural, building, sewer, pump stations, plumbing, mechanical and electrical plans. He has knowledge of various construction manuals, standard filing system, materials inspection & certification procedure and documentation, field measurement verification, review of submittals & RFI's, construction and removal, formwork, concrete pours, and coordination with various testing labs. His projects include retaining walls, block walls, channels, mass grading, buildings, roadways, streets improvements, drainage structures, utility installation, storm drains, residential, commercial and industrial, and plan review of architectural, structural, building, plumbing, mechanical and electrical plans.

Relevant Project Experience

Enterprise

Electrical Infrastructure Improvements, City of San Bernardino Municipal Water Department – Senior Electrical/Civil Inspector: Project scope includes: Expansion of the Blower Management (BLM) Switchgear, Integration of the Hoffman and Century well SCE services with the BLM Switchgear, and the construction of a plant-wide electrical duct bank to serve current and future facilities. Project consisted of six duct banks totaling over 4,300 linear feet, BLM system expansion, 16 manhole groups, 2 pull boxes, over 500 linear feet of curb and gutter replacement, and SCE coordination. Mr. Hunkle performed daily inspection of contractor's operations, completed daily inspection reports, quantity tracking, assisted with the contractors monthly pay estimate, and reviewed submittals and RFIs.

Wastewater Treatment Plant Expansion/Renovation Project and Brine Pipeline Installation Project – Senior Electrical/Pipeline Inspector: Mr. Hunkle performed electrical and pipeline inspection for the Wastewater Treatment Plant Expansion/Renovation & Brine Pipeline Installation Project (\$110M), sewer lift stations, and other sewer system projects for the City of Beaumont. This project has a valuation of Wastewater Treatment plant consists of the following: WWTP Expansion/Renovation – The WWTP Expansion/Renovation Project consist of expanding and upgrading the City's WWTP from 4 million gallons per day (MGD) to 6 MGD. The WWTP upgrades include installation of Membrane (MBR) system, Reverse osmosis (RO) system for salt mitigation, dewatering system, and sludge solar drying beds. The pretreatment for the

RO system will include two stage screening, grit removal, conventional aeration/biological treatment, and a membrane bioreactor process. The system will continue to utilize UV disinfection. The City is also constructing a 23-mile, 12-inch diameter gravity pipeline from the Beaumont WWTP that will connect to the Inland Empire Brine Line (IEBL) in San Bernardino to discharge brine that will be treated at Orange County Sanitation District (OCSD). The Brine Line is installed within existing right-of-way and unpaved roads using open trench methods, auger jack and bore, and hydraulic directional drilling (HDD). Mr. Hunkle proactively coordinated with project purveyors including frequent coordination with SCE. Mr. Hunkle understands and is proficient at various maintenance of plan operations – MOPO.

Victoria Avenue Recharge Water Facility, Riverside, CA - Inspector of Records/Lead Inspector: This major capital improvement project for Western Municipal Water District includes the installation of new groundwater extraction wells as a means to help increase the groundwater basin quantity and improve its quality. Major improvements on this project include: SCADA and Storage Building, mass grading operations, the installation of three stormwater basins, a divergent structure, numerous interior roadway improvements for vehicular and pedestrian access, two concrete trapezoidal rerouting channels into the water basin, stormwater collection structure, the installation of 4000 linear feet of 20" reclaimed water pipeline three local city streets connecting the gage canal reservoir into the three proposed storm water basins. Scada building included construction, installation, and furnish SCADA and storage building complete and in place including but not limited to masonry structure, doors, foundation, roofing, reinforcement, electrical switchgear, unit substation, motor load centers, control panels, switchboards, and motor control centers. Mr. Hunkle maintains project records and is the Inspector of Records for this major capital improvement project. His responsibilities include roadway construction inspection, material testing, traffic handling, flagging operations, inspection of concrete and paving activities. He provides inspection of retaining walls, drainage improvements, water line installation, storm drain installation, sewer line installation, subdrains, ADA compliant sidewalk driveways, and SWPPP. He performs all deputy inspections as per project plans and specifications. Mr. Hunkle coordinates all field material testing and sampling and reviews the results for compliance to the project spec. He reviews the contractors submitted RFIs, CCOs, and concrete, material, and asphalt mix designs submittals and assures compliance with the approved project specs and documents. Mr. Hunkle conducted MOPO meetings at project site prior to commencing shutdown for tie-in or modification of specific plant systems. Mr. Hunkle reviewed the contractors submitted MOPO including conditions of shutdown, preparation, and installation procedures.

Wastewater Reclamation Project, Phase I, Hi-Desert Water District, Yucca Valley, CA - Senior Construction/Electrical Inspector: The \$93M Sewer Project is comprised of a wastewater treatment and reclamation facility, a collection system, and private property connections that will help property owners comply with the State's mandated septic discharge prohibition dates. This project consists of three Phases. The collection System includes over 77 miles of pipeline in Phase One, with more to come in Phases 2 and 3. These pipes will transport wastewater that is collected from homes to the wastewater treatment facility. Existing streets where pipelines are installed will be removed and replaced with new roads. The system will be predominantly gravity fed, reducing energy costs, with three lift stations helping move wastewater uphill where necessary. Pipes ranging from 8 inches to 24 inches in diameter will provide service up to the property line of homes, businesses, and vacant land. The Private Property Connections process includes abandoning existing septic tanks and connecting each property to the pipes in the street that make up the collection system. Mr. Hunkle reviewed the contractors submitted MOPO including conditions of shutdown, preparation, and installation procedures.

Transportation

City of San Marino: Street Rehabilitation Program, San Marino, CA | Senior Construction Inspector: Improvements include cold-milling asphalt concrete pavement and re-paving with HMA and ARHM, clearing and grubbing, localized pavement repairs, replacing impacted traffic striping, markings, pavement legends, loop detectors, curb painting, replacing damaged curb and gutter, curb ramps, cross gutters, sidewalks, driveways and driveway approaches, inspection and replacement of sewer manholes, coordinating with local utilities, preparation and implementation of SWPPP and BMPs, and providing temporary traffic control in conformance with the contract documents and applicable permits. Mr. Hunkle's responsibilities included construction inspection, reviewing traffic control plans, issues management, cost control, labor compliance, dispute resolution, quality control/inspection, public relations, and ensuring site safety.

Slauson Avenue Revitalization, LACDPW \$3M+.

Senior Construction Inspector: This project includes resurfacing of roadway pavement tire rubber modified asphalt concrete, reconstruction of curb and gutter, sidewalk, driveways, and curb ramps; construction of concrete pavement and crosswalks, and streetscape improvements; and the performance of other appurtenant work.

Firestone Blvd. Street Rehabilitation, LACDPW \$2.4M+.

Senior Construction Inspector: This project includes resurfacing of roadway pavement tire rubber modified asphalt concrete, reconstruction of curb and gutter, sidewalk, driveways, and curb ramps; construction of concrete pavement and crosswalks, and streetscape improvements; and the performance of other appurtenant work.

Street Rehabilitation and Resurfacing of Ten City Streets, City of San Bernardino, CA

Senior Construction Inspector: This project included the street rehabilitation and resurfacing of 10 City residential and commercial streets. The project technical features include: resurfacing; concrete overlays; unclassified excavation/fill;

coldmill & overlay; removal of existing sidewalk, curb and gutter; driveway approaches, and speed humps; and the construction of sidewalk, curb ramps, cross walks, cross gutters, driveway approaches, and asphalt and concrete improvements of several City streets. The project also includes tree removals and several manhole/utility adjustments. The project cost is approximately \$5.1 Million.

San Bernardino County Transportation Authority (SBCTA): I-10 Cherry Avenue Interchange, Fontana, San Bernardino County
Senior Roadway Construction Inspector: This project involved the reconstruction and widening of the interchange by constructing an additional bridge over UPRR tracks. Work included demolishing the existing bridge over I-10 Freeway and replacing it with a new bridge (2-span CIP-PS Box Girders supported on columns and founded on spread footings). Bridge Widening-PCPS Girders over UPRR Tracks, addition of a new loop on-ramp, constructed several retaining walls (MSE & Type-1 retaining walls, sound walls), Massive shoring- stage construction, installed metal beam guardrails, widened Cherry Avenue and rearranged utility company facilities. Mr. Hunkle provided inspection of roadway and bridge construction, including the relocation of utilities and mitigation of various environmentally sensitive areas in and around the project site. Inspected the installation of the project falsework and shoring systems throughout the project.

County of Riverside: I-215 / Van Buren Interchange Improvement, Moreno Valley, Riverside County, California

Senior Civil Construction Inspector: The I-215/Van Buren Blvd. Interchange Project (\$32M) reconfigured the existing interchange with the addition of the new eastbound to northbound entrance ramps, realignment, and widening of Van Buren Boulevard, replacement of the bridge structures over the railroad and freeway, and the addition of a traffic signal at the northbound ramps. The bridge consisted of a 2-Stage pre-cast/pre-stressed I-girder structure, realignment of the Van Buren Boulevard, construction of a new post-tensioned, cast-in-place box girder overcrossing bridge over the I-215 freeway, new ramps, and auxiliary lanes on the I-215. Five Type 1 retaining walls up to 30 feet high were constructed along Railroad tracks and several ramps. Responsibilities included, inspections of the multiple retaining wall systems, structural drainage system, monitoring of the structural falsework and its release, inspection of the various shoring systems all throughout the project.

Parks & Public Facilities

SilverRock Park Venue Site, City of La Quinta (\$5.4M) – Deputy Inspector: This project is a community park for passive use. The SilverRock Park Venue Project is located on the southeast corner of SilverRock Way and Avenue 52. The park site sits on approximately 14 acres with approximately eight (8) acres of walking paths, turf, and landscaping. Construction work includes but is not limited to precise grading, landscaping and irrigation, utility construction including a grinder pump, stream and lake construction with floating fountain, furnishing and installation of pump for lake, furnishing and installation of lighting, decomposed granite parking lot construction, concrete ADA parking space construction, concrete and decomposed walkways, construction of a stage, construction of outlet structures, construction of retaining walls, construction of an outdoor theater with seating area.

Veteran Sports Park at Tustin Legacy, Tustin, CA – Lead Construction Inspector/Deputy Inspector

This project is a \$24M major capital improvement project for the City of Tustin. The project is a 31.5-acre sports community park bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. Major improvements include infrastructure improvement, installation of drainage devices, water lines, gas lines, communication lines, interior roadway construction, and ADA compliant facilities such as sidewalks, driveways, curb ramps, parking spaces, and recreational buildings. Mr. Hunkle provided construction inspection and deputy inspection for this project. Technical Project features also include: major grading activities, AC & PCC paving, reinforced concrete channels, local street improvements, ADA compliant sidewalks, driveways, and curb ramps, curb & gutter, utility installation including water and sewer lines, landscape and irrigation, concrete walkways, lighting installation, water features, and hardscape. Retaining wall, block wall and site fencing.

Yvonne Burke John Ham Park & Community Center, City of Lynwood, CA – Lead Construction Inspector/Deputy Inspector

Mr. Hunkle provided construction inspection and deputy inspection for this 36,000 sf park and community center. The project included educational classrooms, multi-purpose rooms, exercise and wellness center, commercial kitchen. The foundation system was a unique mat foundation. This project was designed for a silver LEED rating and is on track for gold attainment. Project progress is being monitored for compliance with special funding under state proposition 84 requirements. Project technical features include: concrete walkways, curb ramps, landscaping, irrigation, lighting, community center, restrooms, retaining walls, parking lot, curb and gutter, site fencing, mass and precise grading, and utility installation. This project was completed ahead of schedule, within scope, and within budget. Total cost of project was \$4.7M.

City of Lynwood: Yvonne Burke John Ham Park & Community Center, Lynwood, CA | Senior Construction Inspector: Mr. Hunkle provided construction inspection for this 36,000-sf park and community center. This project was designed for a silver LEED rating and is on track for gold attainment. Project technical features include concrete walkways, curb ramps, landscaping, irrigation, lighting, community center, restrooms, retaining walls, parking lot, curb and gutter, site fencing, mass and precise grading, and utility installation. Mr. Hunkle provided full time inspection on project site, coordinated materials testing, constructability reviews, maintained contract administration, evaluated all contractor claims and reviewed contractor's CPM schedule and monitored updates on a weekly basis.

Senior Highway & Bridge Designer/Structural Engineer

EDUCATION

- » Doctoral Degree in Structural Engineering with Specialty on Seismic Design of Structures
- » Master's Degree in Bridge Engineering

LICENSES & REGISTRATION

- » Professional Engineer, P.E. State of California, C63963
- » Structural Engineer, S.E. State of California, S4865
- » Project Management Professional, PMP, 1576251

SELECTED PUBLICATIONS

- » "Doyle Drive Replacement," 3rd International Congress and Exhibition, CEB-FIP, Washington, D.C., C.D. Rom Paper No. 614, 15 pp., June 2010.
- » "Analytical Assessment of Cellular Foundations for the Seismic Retrofit of the Dumbarton Bridge," National Bridge Conference, Orlando, FL, C.D. Rom Paper No. 63, 17 pp., Oct. 2008.
- » "Emergency Replacement of The Russian River Bridge," ASPIRE Magazine, pp. 48-50, Chicago, IL, Fall 2008.
- » "Load and Resistance Factor Design of Integral Bent Caps," Journal of the Transportation Research Board, No. 2028, Design of Structures, pp. 96-102. Washington, DC 2007.
- » "Test of a High-Rise Core Wall: Effective Stiffness for Seismic Analysis," American Concrete Institute, Structural Journal, Vol. 104, No. 5, pp. 549-559, Sept-Oct 2007.
- » "LRFD Design of Integral Bent Caps: Strut and Tie Method versus Sectional Method," Precast Concrete Institute, Grapevine, Texas, C.D. Rom Paper No. 9, 21 pp., Sept 2006.

Mr. Ibrahim has over 26 years of experience in structural engineering, construction management, and project management. He was the Project Manager for California Department of Transportation. He serves on national committees to develop bridge design guidelines and active in training bridge engineers. Mr. Ibrahim has performed structural assessment of numerous existing buildings and bridges, used computer programs to model various existing buildings, performed structural calculations for new and existing buildings, designed retaining walls, foundations, and roofing and framing plans, performed structural inspections, and performed cost estimates. Mr. Ibrahim has extensive experience in bridge engineering throughout design, construction, research, and teaching.

He is a Structural Integrity/ Seismic Retrofit Specialist. In his capacity as A&E Project Management of States buildings, Dr. Ibrahim was in responsible charge overseeing 29 technical staffs in managing the design and construction for The State of California's facilities such as jails, juvenile facilities, Data Center, Emergency Operation Center, seismic retrofits of courthouses, renovation of the state's Public Health Clinic and Laboratory, parking structures, Juvenile Justice Center, office buildings, libraries, fire stations and courthouse, harbor and park facilities, etc. Dr. Ibrahim managed the engineering staff in the Civil/Structural Department for commercial and industrial projects. He oversaw the construction management division, who were responsible for all structural inspections for the seismic retrofitting program of the state's unreinforced masonry structures.

Relevant Project Experience

Doyle Drive, South Access to the Golden Gate Bridge, San Francisco, SF County, CA

Project Engineer: Project Engineer for the SB Presidio Viaduct, a landmark bridge with 6 spans, cast in place prestressed concrete, 275 ft span with 14' overhang and aesthetic steel fins. Conceptual plan review of P3 – NB Presidio Viaduct.

Doyle Drive, South Access to the Golden Gate Bridge, San Francisco, SF County, CA

Project Engineer: Project Engineer for the SB Presidio Viaduct, a landmark bridge with 6 spans, cast in place prestressed concrete, 275 ft span with 14' overhang and aesthetic steel fins. Conceptual plan review of P3 – NB Presidio Viaduct.

Dumbarton Bridge Seismic Retrofit, SR 84, Cross over the San Francisco Bay, East Palo Alto, CA

Senior Designer for the seismic retrofit of the 5450 ft long East and West Approaches. Performed grillage nonlinear analysis, and linear time history analyses.

Fifth Avenue Overhead Replacement, I880, Oakland, Alameda County, CA

Construction support for the 2386 ft long CIP prestressed concrete overhead. Three stage construction, with 3 frames overcrossing UPPR live track.

Schuyler Heim Bridge Replacement, SR 47, Long Beach, LA County, CA

Senior Designer for all hinges on North and South Bounds for the 4122 ft long artery to the port of Long Beach.

Route 92/I-880 Interchange, Hayward, Alameda County, CA

Designer for 92/880 Separation Bridge (Replace) – CIP-PS Box Girder, 610 ft long, 6 spans, staged construction, 2-column bent, and 3-Column bent with variable width.

E. Roseville Viaduct Bridge (Widen), SR 65, Roseville, Placer County, CA

Senior Designer of the 14-spans 2100 ft long CIP-PS Box Girder with single column, and variable bridge width overcrossing Antelope Creek. Performed complete design for live load and seismic load.

Ahmad Alhroob, MSCE



Construction Inspector



EDUCATION

- » Master of Science in Civil Engineering - University of Jordan, Amman, Jordan
- » Bachelor of Science in Civil Engineering - Mutah University

TRAINING & REGISTRATION

- » QSD/QSP Training
- » Caltrans Temporary Pedestrian
- » 30-Hr. Cal OSHA
- » Defensive Driving Training
- » Risk Management Training
- » Hydrology Study
- » Hydraulic Drainage Design
- » Concrete Pavement Training
- » Hot Mix Asphalt (HMA) Design & Verification

Mr. Alhroob is a qualified civil engineer with experience in construction inspection, construction management, field investigation, and quality control for numerous capital improvement projects and federally funded projects, involving major water/wastewater projects, pipeline projects, storm drain projects, street improvement, bridge construction, storm drains, traffic signals, traffic signs, streetlights, pavement markings, construction projects, and maintenance projects. He has successfully delivered over 12 storm drain and pipeline projects. His inspection responsibilities include the ability to review improvement plans, inspect public improvements construction, negotiate and administer contracts, and prepare and maintain a variety of reports. Mr. Alhroob has a thorough understanding of Cal-OSHA practices and procedures, traffic control, ADA and Caltrans ADA requirements, as well as extensive knowledge of Caltrans construction practices, physical characteristics and properties of traffic control and highway construction materials, and approved methods and equipment used in making physical tests of construction materials. Additionally, Mr. Alhroob is thoroughly familiar with the Greenbook and Caltrans field and construction office procedures, with experience assisting in inspection to assure compliance with plans and specifications, assisting in preparation of contract change orders, contract estimates, and progress payments, coordinating field testing of materials for compliance with project specifications and the Caltrans Quality Assurance Program, maintaining accurate project records, performing analytical calculations, and monitoring Contractor progress by preparing progress reports as required.

Relevant Project Experience

City of Costa Mesa: Jack Hammett Sports Complex Improvement Project, Costa Mesa, CA | **Construction Inspector:** This \$2.3M project includes various improvements to the Jack Hammett Sports Complex, a 14.5-acre park with six illuminated utility fields, a restroom building, picnic benches, and on-site parking. The project involves parking lot improvements, concrete flatwork, ADA improvements, electrical runs to the pull boxes for multiple storage buildings, retaining walls, lighting, irrigation and landscaping, foundation improvements, construction and installation of two new storage buildings, electrical and mechanical work within the buildings, and all associated work with the buildings.

City of Rosemead: Walnut Grove Ave. Resurfacing Project Phase I, Rosemead, CA | **Construction Inspector:** This project involves intersection improvement, pavement improvements, ADA improvements, sidewalk repairs, traffic signal improvements, cold mill and overlay, pothole repairs, curb and gutter, specialty and bicycle loop detectors, speed humps, pedestrian crossings, and guardrail and roadway markers. Mr. Alhroob provided full-time inspection, prepared daily diaries, made assessments of exiting pavement conditions, coordinated with and provided direction for materials and geotechnical testing services, reviewed compliance with the SWPPP, reviewed traffic control plans, performed regular labor compliance interviews on site, verified and confirmed pay item quantities.

City of Lake Forest: Street Resurfacing and Slurry Seal Program, Lake Forest, CA | **Construction Inspector:** This street resurfacing and slurry seal program for the City of Lake Forest involves street resurfacing of Glenn Ranch Road from Portola to El Toro, slurry seal of residential Zone F, and arterial slurry seal of Jeronimo and Muirlands from Las Alisos to Bake, as well as asphalt overlay, clearing and grubbing, SWPPP preparation, cold mill and overlay, adjustment of manholes and utility covers, replacement of PCC sidewalk, installation of loop detectors, speed humps, pedestrian crossings, dig-outs at specific locations, updated ADA ramps, restriping of roadways for all three projects. Mr. Alhroob provided full-time inspection, prepared daily diaries, reviewed traffic control plans, coordinated materials and geotechnical testing services, filled out incident reports, reviewed compliance with the SWPPP and installation of BMPs.

City of San Bernardino: Slash Pads for Four Parks, San Bernardino, CA | **Construction Inspector:** This series of park projects involved splash pad equipment installation and other improvements for four parks in the City of San Bernardino (Tom Minor Park, Wildwood Park, Lytle Creek Park, and Anne Shirrels Park). In addition to the installation of splash pad and playground equipment, improvements included excavation, grading, landscaping and irrigation, installation of pumps and water features, and concrete ADA improvements. Mr. Alhroob maintained records of all contracts, drawings, specifications, change orders, RFI's, weekly statement of working days, and daily resident engineer reports for each of the four project sites.

Senior Landscape Architect

EDUCATION

» BS –Landscape
Architecture, California
Polytechnic a 1987

LICENSES & REGISTRATION

» Licensed Landscape
Architect – CA #3098-
1989

Mr. Lamb has over 30 years of field and administrative experience in all phases of landscape construction and design as a licensed landscape architect. He is licensed and has practiced in Nevada, Arizona, Virginia, and Utah. Mr. Lamb has a keen understanding of the individual climate, character, and construction practices of each region of Southern California and beyond. As a licensed landscape architect, he has provided services to well-known varied companies such as: Lowe's, Pier I Imports, Bircher Development, Western Realco, Lennar Partners, Alere, Amazon, Starbuck's, Del Taco, Jaguar/Land Rover, Toyota, New Balance, K-Swiss, Majestic Realty, Hutton Development, Catellus, Mann Biomedical, Best Buy, Expo Design Center, McDonald's, Rally's, Lexus, BMW, Keyes Automotive, Springhill Suites,

Holiday Inn, Winco Foods, Auto Zone, as well as Caltrans, and the cities of Los Angeles, Buena Park, Upland, Rancho Cucamonga, Santa Fe Springs, and Fullerton.

Relevant Project Experience

SR60 Moreno Beach Drive Interchange – Moreno Valley, CA: Supervising Landscape Architect: Performed Inspection Services for Construction of Rock Blankets at On and Off-ramps and Colored Stamped Concrete on Ranchero Road Median. Also Managed Hydroseed Submittals, Approvals, and Testing. Worked with Caltrans District 8

SR60 Nason Street Interchange – Moreno Valley, CA: Supervising Landscape Architect: Performed Inspection Services for Construction of Rock Blankets at On and Offramps, Over One Acre of Colored Stamped Concrete Decorative Paving, Colored Stamped Concrete on Nason Street Median, Irrigation System, Planting of Trees and Shrubs, and Application of Hydroseeded Plants. Worked with Caltrans District 8, Falcon Engineering, and City of Moreno Valley.

I-215 Van Buren Interchange – Riverside County, CA: Supervising Landscape Architect: Performed Inspection Services for Construction of Rock Blankets, Colored Concrete Decorative Paving at On and Offramps, Colored Concrete "Jet Fighter" Silhouettes, Irrigation System, Planting of Trees, and Application of Hydroseeded Plants. Also Inspected Preservation and Transplantation of Existing Palm Trees at Nearby Air Museum. Worked with CalTrans District 8, Falcon Engineering, County of Riverside, Eastern Municipal Water District, and March Air Base Joint Powers Authority

I-15 Ranchero Road Interchange – Hesperia, CA: Supervising Landscape Architect: Performed Inspection Services for Construction of Rock Blankets at On and Offramps and Colored Stamped Concrete on Ranchero Road Median. Worked with Caltrans District 8 and Falcon Engineering

I-15/SR-79 Temecula Parkway Interchange – Temecula, CA: Supervising Landscape Architect: Performing Inspection Services for Construction of Irrigation System, Planting of Trees, Shrubs, and Hydroseed, Concrete Separation Strip, and Rock Blankets at On and Offramps. Working with Caltrans D8.

Minimed / Medtronics Biotechnical Facility – Northridge, CA: Landscape Architect: Conceptual and Construction Document Preparation – Planting, Irrigation, and Elaborate Water Features, Hardscape and Accessibility Design of Biotechnical Research and Manufacturing Facility Joint Venture with Cal State Northridge.

Acacia Park Play Area – Fullerton, CA: Landscape Architect: Construction Document Preparation –Coordination w/ City Staff to develop Design – Planting, Irrigation, and Hardscape, and Accessibility Design – Prepared Successful Application for California State Grant to Subsidize Playground Surface Material.

Harbor Elementary School – Los Angeles, CA: Landscape Architect: Conceptual Landscape and Construction Document Preparation for Upgrades to Paved Play Areas and Landscape – Planting, Irrigation, and Hardscape.

Handel Stadium – Anaheim, CA: Landscape Architect: Construction Document Preparation for Western High School's Handel Stadium Football Field – Planting and Irrigation Plans

College Park Mixed-Use Project – Upland, CA: Landscape Architect: Master Planning, Conceptual Landscape and Construction Document Preparation – Planting, Irrigation, Accessibility, Fine Grading, Multiple Water Features, and Hardscape, along with Public Park and Streetscape for Large Scale Multi-Family Faculty and Student Residential, Retail and Commercial Mixed-Use Development in Conjunction with City of Upland

LA County Sanitation District: Secondary Treatment Facility, Whittier Narrows Water Reclamation Plant, Whittier, CA | Senior Construction Inspector. This \$9M project constructed a new RAS pump station and pipe gallery and installed process air compresses, fine air diffusion, mechanical piping, pumping equipment, power, and controls. Mr. Alhroob understands and is proficient at various maintenance of plant operations. He provided full construction inspection services, document management, coordinated geotechnical and materials testing with retained laboratory, provided and maintained contract administration, implemented procedures for processing RFIs, and ensured compliance with all project plans and specifications, permitting requirements, agency requirements, and local regulations. Mr. Alhroob conducted preconstruction and field meetings at project site prior to commencing shutdown for tie-in or modification of specific plant systems. Mr. Alhroob reviewed the contractors submitted change orders, responded to contractors' RFI's and clarification, and ensured labor compliance.

City of Oceanside: Roja Lift Station Improvement Project, Oceanside, CA | Senior Construction Inspector. The project scope of work consists of construction of civil, mechanical, structural, electrical, controls, and instrumentation improvements at the City of Oceanside's Roja Lift Station. The existing lift station wet well that currently houses submersible pumps and piping is constructed of unlined concrete (pre-cast sections). The lift station structures and mechanical components have reached the end of their useful life and require complete rehabilitation. The existing submersible pumps will be removed and replaced with new submersible chopper pumps on slide rail systems that will be installed inside of the existing/rehabilitated wet well. The demolition and disposal of existing piping, pumps, valves, chain link fencing, concrete and asphalt pavement is included, per Plan. Additional accessibility improvements will provide Collections staff with a safe and reliable means for ingress and egress, including additional working clearances. The project includes a new concrete valve vault, rehabilitated wet well, replacement of force main yard piping, seismic retrofit of the existing structure, fall-protection safety improvements, such as exterior steel stairwell railings, as well as civil site work, new level control devices, various associated electrical and control system improvements, temporary bypass pumping, and appurtenant lift station improvement features, per Plan. Mr. Alhroob provided full construction inspection services, document management, coordinated geotechnical and materials testing with retained laboratory, provided and maintained contract administration, implemented procedures for processing RFIs, and ensured compliance with all project plans and specifications, permitting requirements, agency requirements, and local regulations.

City of Oceanside: San Luis Rey Wastewater Treatment Plant and Aeration Basin Effluent Piping Replacement, Oceanside, CA – Construction Inspector. The project scope of work includes the reconfiguration of system connection piping, including six (6) 24-inch aeration basin effluent piping, as well as seismic retrofit of the existing structure, the installation of new plug valves, fittings, pipe, wall penetrations and installations of gate valves and flow meters or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. Mr. Alhroob coordinated the project start and all meetings included preconstruction, field meetings, construction progress meetings, etc., and oversaw all documents pertaining to the project, including change orders, requests for information, as-built drawings, record drawings, contractor submittals, mix designs, etc.

City of Oceanside: San Luis Rey Water Reclamation Facility Digester No. 3 Cleaning and Valve Replacements, Oceanside, CA – Construction Inspector. The scope of work includes construction at the City of Oceanside San Luis Rey Water Reclamation Facility for cleaning and rehabilitating Digester No. 3 and replacing existing valves and sections of pipe and fittings, including: Cleaning, removal, and disposal of the contents of Digester No. 3, temporary odor control, interior and exterior inspection of coating, seismic retrofit of existing structures, installing plug valves to replace existing valves inside the Control Building for Digester No. 3, reconfiguration and installation of ductile iron pipe and fittings to replace existing PVC pipe and fittings inside the Control Building for Digester No. 3, and installing pipe support for new ductile iron pipe. provided full construction inspection services, document management, coordinated geotechnical and materials testing with retained laboratory, provided and maintained contract administration, implemented procedures for processing RFIs, and ensured compliance with all project plans and specifications, permitting requirements, agency requirements, and local regulations.

Hi-Desert Water District: Wastewater Reclamation Project, Phase I, Yucca Valley, CA | Construction Inspector: This Project is comprised of a wastewater treatment and reclamation facility, a collection system, and private property connections that will help property owners comply with the State's mandated septic discharge prohibition dates. The system includes over 77 miles of pipeline that will transport wastewater collected from homes to the treatment facility. Existing streets where pipelines are installed will be replaced with new roads. The system will be predominantly gravity fed, reducing energy costs, with three lift stations helping move wastewater uphill where necessary. Mr. Alhroob provided full construction inspection services, document management, coordinated geotechnical and materials testing with retained laboratory, provided and maintained contract administration, implemented procedures for processing RFIs, and ensured compliance with all project plans and specifications, permitting requirements, agency requirements, and local regulations.

NICHOLAS JONES



Senior Electrical/I&C Inspector

LICENSES & REGISTRATION

- » ICC E2
- » California Certified Journeyman
- » Certified Medium Voltage Cable Technician
- » ABC National Apprenticeship Program
- » Confined Space Training
- » Occupational Health & Safety Training
- » Jobsite Safety Training
- » Fall Protection Training
- » Industry Tenure

Mr. Jones has over 21 years of experience in the electrical industry with extensive experience working in construction inspection, project management, and construction management. He has worked on more than 20 years of hands-on electrical installation experience that includes residential, commercial, industrial, Power plants, fire stations and large office buildings, medium voltage substations/cable splicing. He is well trained in the electrical field and also holds a number of certifications including ICC E2, California Certified Journeyman and Certified Medium Voltage Cable Tech. Working on job sites provide him the desired general construction experience and the familiarity to also inspect other trades. His career highlights include experience with motor control systems, PLC MCC and UPS systems, back-up generators 480v/12kv-65kv, industrial equipment, cable pulling, wiring, high voltage splicing. He is also experienced at trouble-shooting and has great dedication to his work. Mr. Jones has been providing inspection services on Agency wide HVAC improvements, Scada Enterprise systems, Compost facility conveyor upgrade, Co-Generation Control systems and Head works improvements. During his tenure at these wastewater treatment plants over the past 10 years he has provided Journeyman and Foreman level electrical services including wiring, cable pulling,

splicing, and all types of electrical installs. Nick is skilled when working with motor control systems, PLC MCC and UPS systems, back-up generators 480v/12kv, industrial equipment and troubleshooting. Currently Mr. Jones has been providing inspection services to the Inland Empire Utilities Agency where he has been involved in reviewing in the design phase and added comments to streamline construction.

Relevant Project Experience

County of Riverside: Magnolia Avenue Grade Separation - Electrical/Signal Inspector: Proposed Improvements includes the construction of railroad grade separation at the (BNSF) Burlington Northern-Santa Fe Railroad and Magnolia Avenue at Grade crossing in the Home Gardens area of Riverside County. The purpose of this project is to separate the at-grade intersection with a new four lane overhead structure (bridge) over existing BNSF tracks. New bridge construction configuration will allow BNSF adding three future tracks. Mr. Jones's duties included field inspection and monitoring of various electrical system elements including street lighting, traffic signals, ramp metering and microwave vehicle detection systems, removal and construction of curb, gutter and sidewalk. He also performed inspection for SWPPP monitoring and compliance. He prepared daily reports. Mr. Jones assisted the Resident Engineer with construction inspection of rebar and concrete placement for retaining walls, sound walls and drainage structures.

Operations Supervisor, Inland Empire Utility Chino, CA, IEUA – Senior Electrical/I&C Inspector: Developed, oversaw and control a combined operating budget of over \$4.5M. Mr. Jones supervised a staff of 11 in various disciplines of maintenance: Graffiti Abatement, Street Maintenance, Street Sweeping, Traffic Paint & Signs and Traffic Signals and Street Lighting. He reviewed engineering plans and specifications for proper materials and methods used for installation of traffic signal controls and lighting systems. He was the Project Manager for various City street light and traffic signal projects providing direction, advice and technical support to staff. Liaison for City Street light and traffic signal projects providing contractor's detailed standards for construction. Mr. Jones has been providing inspection services to the Inland Empire Utilities Agency where he has been involved in reviewing in the design phase and added comments to streamline construction. Mr. Jones has been involved in the following projects: HQ Central Plant for New Operations Laboratory EN11051.00 - Electrical inspections and new single line for 12kv distribution from PC-3, Turner Basin Turnout Installation EN113029.00 - Provided electrical inspections, System CCWRF RW pump Station Expansion EN07010.00 - General inspection/electrical inspection, Philly PS Philadelphia Pump Station Upgrades EN11035.00 - Electrical inspections, RP2 Digester No.4 Dome Improvements EN13049.00 - Electrical inspection, Montclair Lift Station Upgrades EN13054.00 - Electrical inspection, RP-1 & RP-2 Boiler Replacement EN11042 - Electrical inspection, RP-2 Gas Flare Repair EN05050.04 - Electrical inspection, Compost Facility Lock Room A/C Upgrade RA14002.00 - HVAC/electrical inspection, RP-1 Dewatering Building Warranty work EN06015.00 – Electrical Inspection, RP-1 Admin Boiler/ Heating Control EN11036.00 - Final testing support, Agency wide HVAC Improvements EN13056.00 - Electrical inspection, Jurupa Pump Station HVAC Upgrades EN14040 - HVAC/electrical inspection and input in design phase, Compost facility CONVEYOR UPGRADE RA11004.00 - Took over project from Butier Consulting group and provided general inspection/electrical inspection, CCWRF REHABILITATION CLARIFIER N.O. 3 EN14027.00 - Provided electrical inspection and input in design phase, Rp-4 Head Works Retro-Fit EN09021.00 - Provided electrical inspections and input in the design phase, RP-5 Stand By Gen Controls EN13047.00 - Provided electrical inspection and became part of solving 86 lock out relay issues, Prado Montclair Philly Monopole EN13043 - Discovered serious design issues and stalled the project until new design engineer was brought in, Bag House Compost Facility RA15001.00 - Provided electrical inspection and design input.

Khalil Saba, PE

Proposed Role: Principal-In-Charge



Khalil Saba brings more than 44 years of experience in civil engineering and program/project management. He spent 13 years with the California Department of Transportation (Caltrans) serving in numerous roles, including deputy director for program/project management, overseeing the delivery of all phases of Caltrans District 8 highway projects – from planning and environmental work, through final design and construction. Khalil's success has been the direct result of establishing relationships with clients that are built on mutual trust, understanding and respect.

PROFESSIONAL REGISTRATIONS

- Professional Engineer (Civil): CA 51144

EDUCATION + TRAINING

- Bachelor of Engineering, Civil Engineering, American University of Beirut, 1978

SELECT PROJECT AWARDS

- Certificate of Appreciation, American Association of State Highway and Transportation Officials (AASHTO) Value Engineering Task Force, 2001
- Certificate of Participation - 2001 Highway Program Financing Conference, Federal Highway Administration, 2001
- Caltrans Quality Team Award - Statewide Project Management Improvement Team, California Department of Transportation, 2000

**Work performed at previous firm.*

SPECIALTY EXPERIENCE

- Program / project management
- Highway design
- Funding
- Risk management
- Cost + time management

SCOPE TECHNICAL AREA EXPERTISE

- Schedules
- Work plans
- Risk registers
- Fund management
- Agreements
- Agency coordination

44+
YEARS OF
EXPERIENCE

PROJECT EXPERIENCE

Caltrans District 8, Program / Project Management Support Services, San Bernardino, CA

Program Manager. EXP is providing consultation, research, professional and technical services required for Program/Project Management Services on an "as-needed" basis to support Caltrans, Division of Program/Project Management (PPM), District 8. The projects involved vary in scope and size and encompass any type of improvement for the State transportation system including, but not limited to, roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities.

City of Chino, Pine Avenue Extension to State Route 71, Chino, CA

Principal-In-Charge. The project consists of widening SR-71 northbound and southbound off ramps to increase the ramps capacities, install a traffic signal at the SR-71 northbound off ramp to Pine Avenue and restripe the overcrossing between the SR-71 northbound and southbound off ramps in the cities of Chino and Chino Hills in San Bernardino County. The EXP team is responsible for the Engineering Studies and Right of Way/Utilities, Project Management and complete PS&E package.

*Caltrans District 8 Capital Program, San Bernardino + Riverside Counties, CA

Khalil served as Deputy District Director for Program/Project Management and was ultimately responsible for the delivery of the District's capital program, which included over \$1.5B of transportation improvement projects in Riverside and San Bernardino Counties. He directly supervised a team of 18 project managers and supervisors and their staff of approximately 50 professionals. He was able to assemble well-functioning project development teams that delivered projects and got things done through ongoing coordination and consensus building with local cities, regional transportation planning agencies, FHWA, stakeholders, and other state and federal regulatory agencies.

*San Bernardino County Transportation Authority (SBCTA) Program Management & Other Specialty Services, San Bernardino, CA

Program Manager, responsible for the ultimate performance of a 16-member team located permanently at the SBCTA offices. The \$4.5B SBCTA transportation program includes approximately 25 projects in varying phases of development and involves freeway widening, grade separations, interchange improvements, and toll and high-occupancy vehicle (HOV) lanes. Khalil's duties included project, construction and contract management, value engineering, constructability reviews, risk assessments, administrative support, stakeholder coordination, and quality assurance (QA).



Portia Gonzalez, PE, QSD/QSP

Drainage Lead

Professional Registrations

- Professional Engineer (Civil): AZ, CA
- Qualified SWPPP Developer (QSD)
- Construction General Permit Qualified SWPPP Practitioner (QSP)

Education + Training

- M.S., Water Resources, California State University-Long Beach, 2010
- B.S. Civil Engineering, California State Polytechnic University, Pomona, CA, 1991

Affiliations + Memberships

- ASCE Orange County, Hydrology and Hydraulics Executive Committee Member

Portia Gonzalez brings more than 30 years of experience. She has served as project manager for various transportation projects in California, Arizona and Nevada. Her expertise includes project management, drainage design, hydrologic and hydraulic modeling, storm water management, 2D modeling, river modeling, floodplain delineation studies, storm drain master planning, detention basin design, bridge scour, roadway drainage and design, water resource planning, sediment transport and water distribution. She brings working knowledge of software such as AES, WSPG, HEC-HMS, HEC-6, HEC-RAS, Flow-Master, Storm CAD, CulvertMaster, InRoads Storm and ArcGIS.

She has worked with Caltrans (Districts 7, 8, 11 and 12), SBCTA, RCTC, OCTA, SANDAG and LA Metro, among others.

Project Experience

City of Beaumont, Master Drainage Plan (MDP) Line 2 Stage 1, Beaumont, CA
The Beaumont Master Drainage Plan (MDP) Line 2 Stage 1 is a new major storm drain trunk line for the City of Beaumont between Chestnut Avenue and First Street. The project is to design a storm drain for the 100-year storm event from a large watershed. The storm drain will have to accommodate several existing and future systems in the Line 2 watershed including a future UPRR grade separation. The project also includes design of a detention basin to attenuate flows prior to discharging to the existing Berkshire channel. The EXP Team is providing the hydrology, hydraulics, geotechnical studies, storm drain design, environmental document, traffic control, utilities, right of way and UPRR and Caltrans coordination. Portia is serving as Project Manager.

City of Chino Philadelphia St. and Monte Vista Avenue MDP System 22, Chino, CA

The City of Chino Master Plan of Drainage (MPD) was developed in 1993 to recommend the most viable and cost-effective storm drain facilities to relieve the existing deficiencies and meet future needs. The project scope includes: install a storm drain along Monte Vista Avenue and Philadelphia Street, connecting the proposed storm drain to the existing double-reinforced concrete box in the Chino storm drain, installing new catchbasins to capture surface flow, and also installing lateral connections to the new storm drain. Portia serves as the Project Manager.

***City of Chino, Hills Storm Drain Master Plan, Chino Hills, CA**

The City's Storm Drain Master Plan establishes an approach to creating a prioritized Capital Improvement Projects to mitigate the impacts of stormwater runoff in the City. This document identifies the steps taken to inventory and analyze the existing storm drain system, analyzes capacity

Portia Gonzalez, PE, QSD/QSP - *continued*

Drainage Lead

restrictions within the storm drain networks and provides recommendations. Portia was the Project Manager for a team of drainage engineers and GIS specialist that analyzed the existing drainage deficiencies throughout the City and provided a range of drainage concepts for the construction of future facilities required to serve the City at buildout of the General Plan and establishes criteria for selecting and prioritizing projects. AES Software was used for the hydrology and hydraulic computation. Output data was extracted using a project specific programming. This data was then incorporated into the City's GIS storm drain data base.

City of Ontario, San Antonio Storm Drain, Ontario and Chino, CA

Project Manager. The San Antonio Storm Drain is part of the City's high priority project that will convey flows from a tributary area of approximately 2,500 acres. The project is approximately 2 miles in length with 3 major storm drain laterals. The proposed system ranges from 60" upstream at Philips St. to a 9'x7.5' RCB downstream that will discharge to the Sultana-Cypress Channel. Portia is responsible for the delivery of the PS&E including environmental documentation, geotechnical report, hydrology study, hydraulic study, storm drain plans, traffic control plans, utility coordination, and SBCFCD Encroachment Permit.

City of Temecula, Diaz Road Improvements, Temecula, CA, USA

The project proposes to improve Diaz Road to a major arterial road between Cherry Street and Rancho California Road. Design elements includes roadway widening and extension, raised median, landscaping, curb and gutter, sidewalk and trail realignment, drainage facilities, and treatment BMPs. Portia is responsible for the drainage analysis to comply with the City's and Riverside County Flood Control District design criteria, WQMP and PS&E.

City of Temecula, Santa Gertrudis Creek, Phase II, Margarita Under Crossing, Temecula, CA, USA

Portia serves as the drainage lead and the project goal is to construct an under crossing for pedestrian/bicycle use at Margarita Road. The 1000' multi-use trail along Santa Gertrudis Creek crosses Margarita Road at grade under the existing bridge. The under crossing will provide continuous, safe passage under Margarita Road connecting schools and residential areas.

City of Hesperia, Peach Avenue Improvement, Hesperia, CA, USA

The City of Hesperia proposes to realign Peach Avenue between Centennial Street and Hinton Street on Peach Avenue where it crosses the Antelope Valley Wash. The project consists of realigning and raising the roadway profile over the Antelope Valley Wash with reinforced concrete boxes (RCBs) culvert, with new asphalt concrete pavement. Portia was responsible for the hydraulic alternative analysis and design of new RCBs. Design include channel realignment, grading and structural details for the RCBs to accommodate the new roadway.

City of Rialto, Street Overlay & Reconstruction Project, Rialto, CA, USA

This project is to provide engineering services for the City's 2020/2021 Street Overlay & Reconstruction Project. The scope of work includes pavement rehabilitation in various degrees, drainage analysis and design, utility identification and coordination, new ADA curb ramps, repair or reconstruction of damaged or deficient PCC curb ramps, curb, gutter, sidewalk, driveways approaches, and cross gutters. Portia is the lead drainage and stormwater engineer that provided the hydrology and hydraulic analysis for multiple locations throughout the City.

SBCTA, I-215 Segment 5 Landscape Project, San Bernardino County, CA

Drainage and Stormwater Lead. The project includes landscape architecture, environmental, stormwater, traffic, electrical, utilities, and cost estimating through the Project Approval and Environmental Document (PA/ED) phase as well as final Plan, Specifications, and Estimate (PS&E). This 1-mile-long project will provide a palms to pines themed landscape transition along I-215 between Highland Avenue and State Route (SR) 210 in the City of San Bernardino.

**Work performed at previous firm.*

Portia Gonzalez, PE, QSD/QSP - *continued*

Drainage Lead

The project will require significant coordination with SBCTA and several functional units at Caltrans District 8 including Landscape Architecture, Maintenance, Construction, Traffic, and Water Quality.

SBCTA I-215 Bi-County Landscaping PA/ED and PA&E, San Bernardino County, CA

Drainage and Stormwater Lead. The project includes landscape architecture, environmental, stormwater, traffic, electrical, right-of-way, utilities, and cost estimating through the Project Approval and Environmental Document (PA/ED) phase as well as final Plan, Specifications, and Estimate (PS&E). This 5.1 long project will provide a themed landscape transition along the I-215 between the San Bernardino County and Riverside County line and Orange Show Road in the City of San Bernardino. The project has required significant coordination with Caltrans District 8 as well the stakeholder cities of Colton, San Bernardino, and Grand Terrace in order to build consensus and ultimately gain approval of the landscape design and environmental document.

Caltrans 12A1756 SR-1 Project: EA 0P5900 & 0P6800: Traffic Signal Upgrades and Pavement Rehabilitation, Newport Beach, Huntington Beach, Seal Beach, CA, USA

The traffic signal and pavement rehabilitation project is located on State Route (SR) 1 between Newport Beach and Seal Beach. This project would improve 20 intersections between PM 13.0 and PM 33.6 and rehab the pavement between Warner Ave. and County Line. The proposed improvements for this location are to remove and replace the existing traffic signals and equipment due to age and serviceability with current Caltrans standard traffic signals and equipment, upgrade the existing curb ramps to the current American with Disability Act (ADA) standard, relocate/adjust the existing drainage facility due to ADA curb ramp improvements, trim the existing median island, and remove the existing pedestrian push button on the median island. Portia is responsible for the hydrology and hydraulics analysis, drainage report, NPDES compliance, and plan preparation. Tasks include coordinating with roadway and signal designers to ensure drainage needs are implemented. Cost: \$ 13.3 M | Length of time spent on project: 3/2019- Current

I-40 Regrade Median Cross Slope Barstow, CA, USA

The I-40 Regrade Project is to re-grade the existing median cross slope within the clear recovery zone (CRZ) to 10:1 or flatter to reduce the severity and the number of run-off-the road accidents in the median on Interstate 40 from 1.4 miles east of Fort Cady Road (PM R25.0) to Crucero Road (PM R50.0) near

Barstow, in San Bernardino County. This project is multi-phased that covers both PA/ED and PS&E phase. Portia is responsible for the drainage analysis and design of over 25 culverts that would be extended to accommodate the proposed fill in the median. Other tasks include Caltrans coordination and stormwater coordination. Cost: \$28.5M | Length of time spent on project: 08/2019 – Current

City of Anaheim, Katella Smart Street - Jean Street to Humor Street, CA, USA

Project Manager for a corridor improvement project in the City of Anaheim. Project elements include pavement rehabilitation, new storm drain trunk line, signing and striping, utility relocations, intersection improvements, traffic signal, ADA ramps, and bus turn-outs.

***SANBAG, PA/ED I-10 Express Lane Project, Project Report/Environmental Document, Montclair to Redlands, CA, USA**

The I-10 Express Lanes Alternative proposes to construct two express lanes in each direction from the Los Angeles County Line in Montclair to Ford Street in Redlands, a distance of 33-miles, along with additional auxiliary lanes at selected locations. The proposed project will consist of the widening of existing roadbeds and undercrossings, replacements for six overcrossings, the widening of 50 bridges, the realignment of on-/off-ramps, auxiliary lanes, and drainage improvements. The total project length is approximately 35 miles including 2 miles of transitional signage and striping west of the Los Angeles/San Bernardino County Line. Within these limits are three freeway-to-freeway

**Work performed at previous firm.*

Portia Gonzalez, PE, QSD/QSP - *continued*

Drainage Lead

interchanges (I-15, I-215, and I-210), 30 local interchanges, and more than 50 bridge structures that will be affected by this project. The scope of services to be provided includes the necessary tasks and activities required to complete the PA/ED process, including project management, engineering, HOV and Express Lanes alignment assessment, access/egress planning, traffic forecasts, an HOV report, a PR, Geometric Approval Drawings (GADs), fact sheets, and environmental technical studies.

Drainage Engineer responsible for the PA/ED Phase Drainage Report and Floodplain Report to support the construction of a 26-mile-long HOV lane along I-10. A conceptual drainage plan and hydraulic analysis were prepared to determine onsite and offsite drainage and water quality requirements. As part of this project, I-10 is proposed to be widened at the Santa Ana River crossing. A Preliminary Bridge Hydraulics report was performed to determine whether the proposed pier extensions will impact the river's 100-year design flows.

***Caltrans District 8 PM On-Call, San Bernardino, CA, USA**

Provided Project Management (PM) services for District 8 mainly in the I-15 Corridor.

***I-405 HOV Improvement Project (I-605 to SR-73) Design/Build, CA, USA**

I-405 Improvement Project proposed to construct two additional lanes in each direction between State Route 73 (SR-73) and Interstate 605 (I-605). The approximately 16-mile-long project corridor is primarily located in Orange County on I-405 and traverses the cities of Costa Mesa, Fountain Valley, Huntington Beach, Westminster, Garden Grove, Seal Beach, Los Alamitos, Long Beach, and the community of Rossmore. Portia was Drainage Engineer responsible for preparing the Preliminary Drainage Report, Floodplain Reports, and Water Quality Studies (BMPs). Caltrans, in cooperation with OCTA, proposes to improve the freeway mainline and interchanges on I-405 for approximately 16 miles between Bristol Street and I-605. The Drainage Report identified several onsite and offsite drainage facilities that will be impacted by the project. Preliminary hydraulic evaluation was performed for major river crossings to determine impacts. Several permanent BMPs are proposed along the corridor to mitigate Caltrans water quality requirements.

***Metro Gold Line, Sierra Madre to Azusa, CA, USA**

Drainage and Stormwater Manager responsible for 12 miles of the Gold Line extension corridor improvement from Sierra Madre to Azusa. This project crosses the San Gabriel River where an Army Corps of engineers 408 Permit was obtained.

***California High-Speed Train, San Jose to Merced and Merced to Fresno Segment, CA, USA**

The California High-Speed Rail Authority has proposed to construct, operate, and maintain an electric-powered, steel-wheel-on-steel-rail high-speed train (HST) system to link California cities, the Central Valley, Sacramento, and the Bay Area. The HST system will be approximately 800 miles long and capable of operating at speeds of 220 mph on mostly dedicated, fully grade-separated tracks with state-of-the-art safety, signaling, and automated train control systems. Parsons is providing engineering and planning services for the San Jose to Merced section, which includes developing preliminary engineering, planning, and environmental data; preparing a project-specific Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) document; and providing right-of-way preservation and acquisition services. The EIR/EIS will entail engineering and environmental impact analyses for the HST line and facilities, station development, and connections with other modes of transportation. The EIR/EIS process will include involvement from the public; interested groups; and local, state, and federal agencies with approval or permit responsibilities. Lead drainage engineer for the delivery of the Hydrology and Hydraulics Studies, Stormwater Management Plan and Floodplain Evaluation Report. Tasks include hydraulic evaluation for numerous large river crossings, levees, floodplains, and irrigation canals. Floodplain impacts evaluation. Major drainage features studied include the San Joaquin River, Fresno River and Eastside Bypass.

**Work performed at previous firm.*

Portia Gonzalez, PE, QSD/QSP - *continued*

Drainage Lead

Drainage and Stormwater Manager for the California High-Speed Rail Authority (Authority) electric-powered high-speed rail (HSR) system in California. Provided design engineering and environmental services related to the new high-speed rail. Lead drainage engineer for the delivery of the Hydrology and Hydraulics Studies, Stormwater Management Plan and Floodplain Evaluation Report. Tasks include hydraulic evaluation for numerous large river crossings, levees, floodplains, and irrigation canals. Floodplain impacts evaluation. Major drainage features studied include the San Joaquin River, Fresno River and Eastside Bypass

***sbX Bus Rapid Transit, San Bernardino to Redlands, CA, USA**

Quality Assurance Manager to provide environmental clearance, plans, technical specifications and complete the project development (PD) phase of approximately 15.7 miles and 23 stations. Duties include review of all deliverables including roadway plans, station plans, architecture plans, drainage plans, utility relocation plans, traffic and signal plans. Enforced and ensured Quality Control and Quality Assurance policy prior to agency submittal.

***Exposition Light Rail Transit, Los Angeles, CA, USA**

Drainage Project Manager and Quality Assurance Manager for a design-build project that included an 8.6-mile double-track extension to the existing metro system. The construction entailed nine new passenger stations measuring 270 feet in length. Three of the passenger stations are on elevated structures crossing major arterials. Additionally, a 2,200-foot grade separation under the intersections at Exposition, Flower, and Figueroa streets was constructed to facilitate train operations. The traction power system consists of 750-voltage-direct-current (VDC) power from eight traction power substations, distributed to the trains by a low-profile overhead contact system (OCS). Duties include coordination of contractor change orders and drainage design peer review.

***High Desert Corridor, Palmdale to Apple Valley, CA, USA**

Drainage Manager responsible for the Preliminary Hydrology and Hydraulics Report to support the evaluation of a 63-mile long transportation facility. The project evaluated several alignment alternatives, including a tollway, rail transit, bikeway and green energy facilities. Drainage analyses include hydrology study of the Antelope Valley and Mojave River watersheds within Los Angeles County and San Bernardino County. The project area is located in an alluvial fan with several major rivers and streams that traverse the proposed corridor. Hydraulic analyses include over 100 culvert crossings and numerous infiltration basins to address hydromodification and water quality.

***City of Fontana, I-15/Duncan Canyon Road, Fontana, CA, USA**

The City of Fontana proposes a new interchange to provide an additional access point to I-15. The project includes environmental studies and preliminary engineering for several interchange design alternatives. Portia was Drainage Manager responsible the hydrology and hydraulic studies for on- and off-site areas, Stormwater Data Report, preliminary engineering of a major flood control crossing.

***City of Moreno Valley, SR-60/Moreno Beach Drive and SR-60/Nason Street, Moreno Valley, CA, USA**

The City of Moreno Valley proposes to improve the Moreno Beach Drive and Nason Street interchange. The PS&E project included, realigning ramps, adding auxiliary lanes, new traffic signal, new bridges, retaining walls, sound walls, ramp metering, landscaping, irrigation, local street improvements, drainage improvements and utility relocations. Drainage Engineer responsible for the final design plans, hydrology and hydraulic calculations, specifications, and estimate.

***RCTD, Ramon Road Improvement Project, Thousand Palms, CA, USA**

Lead Drainage Engineer responsible for the off-site and on-site hydrology and hydraulics analysis to improve Ramon Road.

***RCTD, Avenue 52 Railroad Grade Separation, Coachella, CA, USA**

**Work performed at previous firm.*

Portia Gonzalez, PE, QSD/QSP - *continued*

Drainage Lead

The project was to grade separate the at-grade crossing of Avenue 52 with Highway 111 and UPRR and improve Avenue 52 to an urban arterial highway. Lead drainage engineer responsible for the hydrology and hydraulics analysis and PS&E. The project includes design of inlets, storm drains, bridge deck drains, and detention basins.

***Caltrans, I-15/SR-74/Central Avenue Interchange, City of Lake Elsinore, CA, USA**

Drainage Engineer responsible for the PA/ED Phase Drainage Report and Water Quality Assessment.

***RCTD, Avenue 56 Airport Blvd/Railroad Grade Separation, Thermal, CA, USA**

The project was to grade separate the at-grade crossing of Avenue 56 with Highway 111 and UPRR and improve Avenue 56 to an urban arterial highway. Lead drainage engineer responsible for the hydrology and hydraulics analysis and PS&E. The project includes design of inlets, storm drains, bridge deck drains, and detention basins.

***Riverside County Flood Control District, Line K-1, City of Moreno Valley, CA, USA**

Line K-1 is located along Ironwood Avenue and consists of a pipeline constructed upstream of the SR-60/ Moreno Beach Drive interchange which will divert flow away from the interchange and convey it to the Nason Basin located in the northeast quadrant of the Nason Street interchange. At the upstream end of the pipeline, a diversion structure is proposed, comprising two large catch basins that intercept and convey flow to a 1482' long 90" RCP transitioning to a 90' long 7' x 7' RCB designated as the K-1 Line by the Riverside County Flood Control and Water Conservation District. Line K-1 will outlet to a natural drainage flow path designated as Line K by the County. At the confluence of Line K and Line K-1, a rip rap pad will be constructed to avoid potential downstream erosion of the natural drainage flow path. The conveyance system designated as Line K ultimately conveys the flow to the downstream Nason Basin for detention of peak storm flows. Line K under Ironwood Avenue consists of a 72" CMP which will be modified as part of this project.

Portia managed the drainage team that delivered the PS&E for this Moreno Line K-1.

***City of Perris, D Street, SR74 to 3rd Street, Perris, CA, USA**

Project Manager for the street calming project of D Street. The project includes lane reduction, street parking, pavement overlay, drainage analysis, signal modification and ADA improvements.

***City of Wildomar, Bundy Canyon Road, I-15 to Oak Circle Drive, Wildomar, CA, USA**

The City of Wildomar proposes to improve the Bundy Canyon Road with an additional lane and curb and gutter. Drainage Lead responsible for the hydrology and hydraulic analysis that includes large off-site tributary areas and new water quality basins.

***SR55 (I-5 to I-405), CA, USA**

***I-10 Improvement Project, CA, USA**

***I-10/Jackson Interchange Improvement, CA, USA**

***I-405 Sepulveda Pass, CA, USA**

***TCA Drainage Task Orders, CA, USA**

***Perkinsville/SR 78 Intersection Project, CA, USA**

***I-405 Widening (I-605 to SR-55), CA, USA**

***Gerald Desmond Bridge, CA, USA**

***Centennial Corridor Project, CA, USA**

***SR-91/East Street Interchange Project, CA, USA**

**Work performed at previous firm.*

Portia Gonzalez, PE, QSD/QSP - *continued***Drainage Lead**

- *City of San Juan Capistrano, Del Obispo Road Improvement, San Juan Capistrano, CA, USA**
- *Katella Smart Street, Anaheim, CA, USA**
- *City of Laguna Beach Master Storm Drain Plan, Laguna Beach, CA, USA**
- *City of Chino Hills Master Storm Drain Plan, Chino Hills, CA, USA**
- *Agua Fria River and Gila Rivers Analysis of Sand and Gravel Operations, USA**
- *Zone A Floodplain Delineation for Lower Centennial Wash, USA**
- *SR101L/Thunderbird Ave Widening Drainage Design, AZ, USA**
- *SR101L/Olive Ave Widening Drainage Design, AZ, USA**
- *Arizona DOT, Task Order, AZ, USA**
- *City of Phoenix, Task Order, AZ, USA**

**Work performed at previous firm.*



Christine Brown, PE

Roadway

Professional Registrations

- Professional Engineer (Civil): CA 92510

Education + Training

- B.S., Civil Engineering, California State Polytechnic University

Languages Spoken

- English

Christine Brown has more than 7 years of civil engineering experience servicing as deputy project manager, task lead, and project engineer for various public improvement projects throughout California.

Her specialties include geometric design and corridor modeling of trail, roadway, and transit corridors including grading, drainage, and wet utilities; intersection improvements including ADA curb ramps and access paths; Complete Streets projects; Safe Routes to Schools projects; and traffic analysis. She is proficient in AutoCAD/Civil 3D, Microstation, MicroStation/InRoads, InfraWorks, SketchUp, PTV Vissim, and MS Project.

Project Experience

SBCTA, SR-210 /Waterman Interchange Project, San Bernardino, CA

Christine is serving as the Assistant Project Manager for the Design Engineering Evaluation Report / Environmental Document, and Plans, Specifications, and Estimate phases of the SR210 / Waterman Interchange Project, and is leading the design team which includes roadway and structural engineering, traffic analysis, drainage, environmental, geotechnical, surveying, and utility coordination. The purpose of the project is to improve traffic operations and local circulation at the SR210 / Waterman Avenue interchange. The eastbound on-ramp will be widened from one lane to two lanes; additionally, the intersection of Waterman Avenue and East 30th Street will be restriped to allow for two left-turn lanes in the northbound direction, while the intersection of Waterman Avenue and the eastbound ramps will be widened to allow for two left-turn lanes in the southbound direction. This project requires approval from Caltrans District 8 Oversight.

County of San Bernardino, Phelan Road Widening Project, San Bernardino, CA

Christine is serving as the QA/QC Lead for the Project Approval and Environmental Document phase of the Phelan Road Widening project. The purpose of the project is to widen 12.1 miles of Phelan Road from 2 lanes to 4 lanes with a painted median to accommodate for the increased population and resulting traffic in the region. The project will also re-align Phelan Road at State Route 138 to eliminate the existing skewed intersection which will ultimately be approved through Caltrans District 8 Oversight.

SBCTA, I-215 Bi-County Landscaping PA&ED and PS&E, San Bernardino County, CA

SBCTA is proposing landscape improvements to I-215 in order to provide a cohesive corridor between the counties of San Bernardino and Riverside. The project will require significant coordination with all stakeholders including Caltrans

Christine Brown, PE, QSD - *continued*

Roadway

District 8, and the cities of Colton, San Bernardino, and Grand Terrace in order to obtain approval of the landscape design and environmental document. As project engineer, Christine is responsible for assisting with the design and plan production, as well as the preparation and approval of the Project Report.

City of Temecula, Santa Gertrudis Creek Phase II, Margarita Under-Crossing, Temecula, CA

The City of Temecula is proposing to construct an undercrossing for pedestrian / bicycle use along the Santa Gertrudis Creek trail at Margarita Road. The undercrossing will provide continuous, safe passage under Margarita Road, connecting schools and residential areas. Christine is assisting with the development and ongoing management of the project schedule along with liaising between the various team members and subconsultants. As Roadway / Trail Task Lead, Christine is also responsible for the design of the undercrossing including geometric layout, grading, drainage, bicycle lane improvements, and ADA modifications. Christine will also be developing the construction cost estimate and technical specifications for the project.

City of Chino, Pine Avenue Extension to State Route 71, Chino, CA

Christine is serving as Roadway Task Lead for the Pine Avenue Widening Project at the SR71 / Pine Avenue interchange in the cities of Chino and Chino Hills. The project includes widening the northbound and southbound off-ramps to increase the ramp capacities, install a traffic signal at the SR71 northbound off-ramp to Pine Avenue, and restripe the overcrossing between the SR-71 northbound and southbound off ramps in the cities of Chino and Chino Hills.

City of Seal Beach, Seal Beach Boulevard & I-405 Pavement Rehabilitation, Seal Beach, CA

The City of Seal Beach is proposing a pavement rehabilitation project at the intersection of Seal Beach Boulevard and I-405 EB Ramps / North Gate Road. The project will include pavement rehabilitation for the entire intersection and extending approximately 440 linear feet to the south. As Assistant Project Manager, Christine is responsible for ensuring the project remains on schedule and both identifying and mitigating any potential delays. Christine is also responsible for coordination efforts with the entire team, including teaming partners, and stakeholders (including Caltrans District 12). Finally, Christine is responsible for ensuring the quality and timing of each deliverable, including the Preliminary Environmental Study (PES) and CE /CE, the geotechnical report, the topographic survey, right-of-way certification, utility research, PS&E documents, and any permits required for construction.

City of Downey, Lakewood Boulevard and Imperial Highway Intersection Improvements, Downey, CA

The City of Downey is looking to improve traffic circulation and mobility within the I-605 Freeway corridor by minimizing congestion through added capacity and improved operation of the Lakewood Boulevard and Imperial Highway intersection. As project engineer, Christine is responsible for the design of the roadway widening and civil improvements including the geometric layout, grading, drainage, ADA curb ramp upgrades, and private property improvements. Christine is also assisting with the development of the technical specifications and cost estimate.

Caltrans District 8, Project Management Support Services, San Bernardino, CA

EXP is providing consultation, research, professional and technical services required for Program / Project Management Services on an "as-needed" basis to support Caltrans, Division of Program / Project Management (PPM), District 8. As part of the PPM team, Christine assists with providing services to Caltrans including, but not limited to, integration management; scope management; time management; cost management; quality management; resource management; communication management; risk management; project scheduling; project coordination; PM developments and project resource estimating services.

***SBCTA, West Valley Connector Corridor - Pomona to Fontana, CA**

The West Valley Connector is a bus rapid transit (BRT) project that proposes limited stops, providing speed and quality improvements to the public transit system within the corridor. Among the numerous benefits, BRT provides premium transit

**Work performed at previous firm.*

Christine Brown, PE, QSD - *continued*

Roadway

with 10-15 minute service, Transit Signal Priority (TSP), dedicated lanes, enhanced stations and integration with other bus routes. The project seeks to improve mobility in the San Bernardino Valley with an enhanced, state-of-the-art BRT system to address the growing traffic congestion and the one million people that will be added to the area by 2030. As part of the design team, Christine assisted with the refinement and evaluation of 14 build alternatives, including development of proposed bus routes and station location as well as identification of key impacts to rights-of-way, structures, utilities, and other existing infrastructure.

***SBCTA, Upland Transit-Oriented Development - Upland, CA**

SBCTA, in conjunction with SCRRRA and the City of Upland, proposed a Transit-Oriented Development (TOD) around the Upland Metrolink Station. The goal was to provide the opportunity to shift trips from automobiles to transit and serve as a catalyst for economic development and community improvements. As part of the transit design team, Christine was responsible for preliminary design of railway, station, and parking lot improvements as well as identifying potential utility impacts and coordinating with the respective utility owners. Christine also evaluated various alternatives for pedestrian access to the new station platforms from both the downtown Upland area and proposed developments.

***City of Los Angeles, Soto Street Widening (LABOE), Los Angeles, CA**

The City of Los Angeles is looking to widen Soto Street from two lanes to four, from Multnomah Street north to Mission Road to relieve traffic congestion and improve safety by implementing a retaining wall to help keep hillside debris off the roadway. The project will tie into the Soto Street / Mission Road bridge removal and street improvement project to the north, and the Soto Street / Valley Boulevard bridge widening project to the south. It will include a wider sidewalk along with Class IV bicycle lanes and will greatly improve vehicular and bicycle mobility throughout the corridor. Christine served as the Deputy Project Manager and was responsible for managing the design schedule and sub-consultants, along with serving as the main point-of-contact with LA BOE. Christine also served as the Roadway Task Lead / Project Designer and was responsible for the discipline design budget as well as the final design of the roadway widening and civil improvements including the geometric layout, grading, drainage, and intersection improvements.

***City of Los Angeles, Century Boulevard, Jordan Downs Redevelopment, Los Angeles, CA**

The City of Los Angeles proposed the extension of Century Boulevard from Grape Street to Alameda Street for a distance of approximately 2,600 feet as part of the Jordan Downs Redevelopment Project. Century Boulevard was underdeveloped in this area and required preparation of new street improvement plan and profile drawings, sewer plans, water plans, street light plans, traffic signal plans, signing and striping plans, storm drain improvement plans, planting and irrigation plans, dry utility plans, and incorporation of "green" elements and structures. As part of the roadway design team, Christine was responsible for portions of the design of the roadway extension, intersections, ADA curb ramps, drainage, and wet utilities along with direct coordination between the City, LA DWP, and the State Resources Control Water Board.

***City of Lancaster, 5th Street East Corridor Improvements - Lancaster, CA**

The City of Lancaster proposed intersection and roadway improvements of the 5th Street East corridor between Avenue H-8 and Avenue J-4. The improvements included curb bulb-outs, ADA curb ramps, pedestrian refuge islands, Class II bicycle lanes, drainage improvements, traffic signal modifications, and signing and striping plans. As part of the roadway design team, Christine was responsible for the design of intersection improvements including curb bulb-outs, ADA curb ramps, and drainage design.



Anh Case, PE, CCM

Construction Management

Professional Registrations

- Professional Engineer, Civil, 64709, CA
- CMAA CCM #5798
- OSHA 30

Education + Training

- MS, Civil Engineering, University of California, Irvine, 2003
- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, 1999

Affiliations + Memberships

- CMAA Southern CA
 - Events & Awards Chair 2019-2021
- WTS Orange County
 - Treasurer 2018-present
 - Mentoring Committee 2016-present
- ASCE Orange County
 - Membership Chair 2000-2018

Languages Spoken

- English
- Cantonese (Chinese)

Anh Case has 24 years of structural and civil engineering experience in the areas of bridges and commercial buildings. Her experience includes construction management, quality assurance/quality control (QA/QC) inspection, planning, scheduling, structural design, quantity takeoffs, cost estimates, plan preparation, and client correspondence. Anh has held positions ranging from bridge design engineer, construction inspector to structures representative, as well as resident engineer. She has worked on various transportation projects, including the I-405 Improvement Project, Borden Bridge Road Improvements, SR 101/Springville Interchange, SR 178/Fairfax Interchange, Metro Exposition Transit Corridor, SR 22 High Occupancy Vehicle (HOV) Widening Design-Build project and the Ocean Boulevard/Terminal Island Freeway Interchange. Anh has worked with a variety of agencies, including California Department of Transportation (Caltrans), Orange County Transportation Authority (OCTA), Port of Long Beach (POLB), Metrolink, and various city agencies including Los Angeles, Bakersfield, Camarillo, San Marcos and Seal Beach.

Anh is experienced in the design and construction of simple-span and multi-span bridges, retaining walls, mechanically stabilized earth (MSE) walls, and retrofit of existing bridges in accordance with Caltrans and American Association of State Highway and Transportation Officials (AASHTO) codes. She also has experience with highway construction inspection requiring compliance with Caltrans' procedures, standard plans, and specifications. Anh is very familiar with the Caltrans electronic lane closure system (LCS) and is well versed with the Manual of Uniform Traffic Control Devices (MUTCD), California Supplement. She is also knowledgeable in the required frequencies and procedures of materials testing in accordance with the Caltrans Construction Manual and the California Test Method. Anh also understands environmental considerations, including storm water pollution prevention plan compliance.

Software proficiency: MS Office Suite (Excel, Word, PowerPoint, SharePoint, OneNote), Bluebeam, Adobe Acrobat, Procore

Anh Case, PE, CCM – *continued*

Construction Management

Project Experience

Inland Valley Development Agency (IVDA), Mountain View Avenue Roadway Improvements Project, San Bernardino, CA, \$12.2M

Structures Representative. Inland Valley Development Agency (IVDA) is the lead agency for the Mountain View Avenue Roadway Improvements Project. This \$12.2M project will replace the two-lane bridge at Mission Creek with four lanes, widen Mountain View from the Mission Creek Bridge to the Santa Ana Bridge, provide new curb, gutter and sidewalk to the west side of Mountain View, construct roadway and traffic signals improvements at Victoria and San Bernardino Avenues, realign the access roads to the SCE Mountain View Generating Station, realign and strengthen the walls of Mission Creek and resurface Mountain View Avenue from the Santa Ana River to Mission Creek. The Project will also provide storm drain, water, gas line, and private improvements along Mountain View Avenue. EXP is providing Construction Inspection and Structures Representative Services.

Anh is responsible for reviewing plans such as Girder Erection Plan, Contractor Schedule for Structures related activities and structures grades for substructure and super structure elements.

Other Role / Scope of Services Provided include:

- Management and administration of construction contract activities.
- Providing cost, schedule, and document control services.
- Assist in Changes and Claims resolution
- Providing project progress reports and attend meetings.
- Structures Inspection Services
- Bridge deck 4-scales and grades
- Monitoring construction contractor safety compliance and labor code compliance.
- Monitoring construction contractor maintenance and record drawing obligations.
- Coordination with the adjacent Redlands Passenger Rail Project.

Dates on project: July 2020 – August 2021

***Orange County Transportation Authority (OCTA), I-405 Improvement Project, Orange County, CA, USA, \$600M**

Structures Segment Lead. Orange County Transportation Authority (OCTA) in cooperation with The California Department of Transportation (Caltrans) is widening the San Diego Freeway (I-405) between State Route 73 (SR-73) and Interstate 605 (I-605). The project will improve 16 miles of I-405 between the SR-73 freeway in Costa Mesa and I-605 near the L.A. County line. The project includes adding one general purpose lane in each direction between Euclid Street and I-605 and making improvements to freeway entrances, exits and bridges. In addition, the project will add the 405 Express Lanes, incorporating the existing carpool lanes and a new lane in each direction between SR-73 and I-605. The project is within 4 City agencies including Seal Beach, Huntington Beach, Westminster and Costa Mesa and includes improvements to 32 utilities and 22 bridges along the corridor. Improvements to the 22 bridges include widenings, rehabilitation, replacements and stage construction.

Anh was the Segment 3 Structures Lead. She was responsible for the oversight of the Caltrans Quality Verification Structures Team in Segment 3. She also manages inspection staff, reviews a variety of submittals such as shoring, falsework, excavation plans, bridge demo plans and concrete mix designs. Anh also review the Quality Management Plans and various construction work plans.

Dates on project: May 2017 - January 2019

**Work performed at previous firm.*

Anh Case, PE, CCM – *continued*

Construction Management

***City of San Marcos, Borden Bridge Road Construction Management, San Marcos, CA , \$5M**

Resident Engineer/Structures Representative. Anh provided construction management services for the Borden Road Bridge, a gap-closure bridge that spans the San Marcos Creek on Borden Road from Twin Oaks Valley Road to Woodward Street. The project included a two-span precast, prestressed T-bulb girder bridge. The bridge was constructed on two types of cast-in-drilled-hole (CIDH) piles and includes two 12-foot traffic lanes in each direction, a five-foot shoulder/bike lane in each direction, a 10-foot wide equestrian/multi-use trail, and a five-foot sidewalk. Roadway improvements included bridge approaches, drainage, landscaping, and irrigation improvements.

Anh reviewed and coordinated comments from all reviewers for working drawings such as falsework plans, column guying plans, prestress and precast shop plans, rebar shop plans, and pile drivability study. She ensured that the pile driving activity was monitored continuously and the pile driving records were logged and documented for the CIDH piles. She provided the abutment grades, column grades, camber, soffit grades, and top of deck grades using the bridge deck grades (four-scale). Anh also ensured that embankment surcharge loads were built and monitored per the contract specifications. She was also responsible for addressing requests for information (RFIs) pertaining to the bridge. She led preactivity meetings to address milestone activities such as pile drilling, falsework erection and removal, superstructure concrete pours, and prestressing of the girders. Anh worked closely with the City of San Marcos' material technicians to ensure accurate testing and material acceptance for items used on the project. Other responsibilities included coordinating with utility entities (Vallecitos Water District and San Diego Gas and Electric) through the bridge structure. She provided daily reports, weekly structural newsletters, and weekly statements of working days and photos to ensure accurate documentation of the project. She also provided quantity sheets and reviewed and negotiated pay estimates with the contractor monthly. She reviewed and negotiated contract change orders (CCOs) and ensured the contractor's compliance with plans, specifications, and other contract documents to produce quality structures while maintaining a safe environment. At the completion of the project, Anh provided closeout items such as certification of materials, disposition of records, and as-built information.

Dates on project: October 2011 - November 2013.

***Filippin Engineering & City of Camarillo, Springville Interchange/US 101 Interchange Construction Management, Camarillo, CA , \$28M**

Assistant Resident Engineer/Structures Representative. The project constructed a new diamond interchange with the Springville Drive overcrossing across US 101. Roadway improvements included four new ramps and bridge approaches, as well as associated drainage, landscaping, and irrigation improvements. The overcrossing was a two-span, cast-in-place, prestressed box girder bridge with abutments and columns on pile cap and cast-in-steel-shell (CISS) piles.

Anh reviewed and coordinated comments from all reviewers for working drawings such as falsework plans, column guying plans, pre-stress shop plans, rebar shop plans, structural sign shop plans and pile drivability study. She ensured that the pile driving activity was monitored continuously and the pile driving records were logged and documented for the CISS piles. She provided the abutment grades, column grades, camber, soffit grades, and top of deck grades using the bridge deck grades (four-scale). Anh also ensured that embankment surcharge loads were built and monitored per the contract specifications. She was also responsible for addressing requests for information (RFIs) pertaining to the bridge. She led preactivity meetings to address milestone activities such as placement of shoring boxes, pile driving, falsework erection and removal, superstructure concrete pours and prestressing of the bridge. Anh worked closely with the Caltrans' Oversight and Materials Engineering and Testing Services (METS) to ensure accurate testing and material acceptance for items used on the project. Other responsibilities included

**Work performed at previous firm.*

Anh Case, PE, CCM – *continued***Construction Management**

coordinating with four different utility entities (Southern California Edison, Verizon, Time Warner Cable, and City of Camarillo sewer) through the bridge structure. She provided daily reports, weekly structural newsletters, and weekly statements of working days and photos to ensure accurate documentation of the project. Anh also led and coordinated partial and full closures on the SR 101 during the shoring box installation, falsework erection, and removal. She also provided quantity sheets and reviewed and negotiated pay estimates with the contractor on a monthly basis. She reviewed and negotiated contract change orders (CCOs) and ensured the contractor's compliance with plans, specifications, and other contract documents to produce quality structures while maintaining a safe environment. At the completion of the project, Anh provided closeout items such as certification of materials, disposition of records, as-built information, and a Report of Completion of Structures.

Dates on project: May 2010 – May 2012.

Ryan Luong, PE, QSD/QSP

Drainage

Professional Registrations

- Professional Engineer (Civil): CA
- Qualified SWPPP Developer (QSD)
- Construction General Permit Qualified SWPPP Practitioner (QSP)

Education + Training

- B.S. Civil Engineering, California State Polytechnic University, Pomona, CA, 1998

Ryan Luong is a California Licensed Civil Engineer with more than 20 years of professional civil engineering experience in planning, design, supervision, project management, and construction management of roadway, highway, rail transit, airport and waterworks infrastructure projects. He has working knowledge of all phases of the projects from conceptual engineering, preliminary design to detailed engineering design and construction contract preparation; Experience with design-build transportation projects in California, Colorado, Indiana and Oregon. His design experience includes roadway/highway design, grading, drainage, hydrology, hydraulic modelling, utility, street improvements, storm drains, sanitary sewers. He is proficient in computer-aided design and drafting software (Microstation, Power Inroads), hydrology and hydraulics analysis software (HEC-RAS, WSPG, StormCAD).

He has worked with Caltrans (Districts 7, 8, 11 and 12), SBCTA, RCTC, OCTA, SANDAG and LA Metro, among others.

Project Experience.

City of Ontario, San Antonio Storm Drain, Ontario and Chino, CA

Senior Project Engineer. The San Antonio Storm Drain is part of the City's high priority project that will convey flows from a tributary area of approximately 2,500 acres. The project is approximately 2 miles in length with 3 major storm drain laterals. The proposed system ranges from 60" upstream at Philips St. to a 9'x7.5' RCB downstream that will discharge to the Sultana-Cypress Channel. Ryan is responsible for the delivery of the PS&E including hydrology study, hydraulic study, and storm drain plans.

SBCTA and City of San Bernardino, SR 210 at Waterman Avenue Interchange Project, San Bernardino, CA

Senior Project Engineer. The Project will improve traffic operations and local circulation at the SR 210/Waterman Avenue intersection with East 30th Street and the eastbound SR 210 entrance ramp. The eastbound on-ramp will be widened to two lanes and will include a retaining wall. The bridge will be striped to provide dual northbound and southbound left-turn lanes at the intersection.

Ryan Luong, PE, QSD/QSP - continued**Drainage*****City of Ontario / Grove Avenue Interchange and Grove Avenue Widening**

The City of Ontario, in cooperation with the California Department of Transportation (Caltrans), proposed to improve the existing Interstate 10 (I-10) / Grove Avenue Interchange in the City of Ontario, California. The proposed improvements included a new interchange at Grove Avenue and widening of the Grove Avenue corridor from Fourth Street to Airport Drive. Tasks included hydraulic evaluation for major channel crossing, floodplain evaluation, hydrology and hydraulic analyses and preparation of drainage reports.

***SANBAG, PA/ED I-10 Express Lane Project, Project Report/Environmental Document, Montclair to Redlands, CA, USA**

The I-10 Express Lanes Alternative proposes to construct two express lanes in each direction from the Los Angeles County Line in Montclair to Ford Street in Redlands, 33-miles, along with additional auxiliary lanes at selected locations. The proposed project will consist of the widening of existing roadbeds and undercrossings, replacements for six overcrossings, the widening of 50 bridges, the realignment of on-/off-ramps, auxiliary lanes, and drainage improvements. The total project length is approximately 35 miles including 2 miles of transitional signage and striping west of the Los Angeles/San Bernardino County Line. Within these limits are three freeway-to-freeway interchanges (I-15, I-215, and I-210), 30 local interchanges, and more than 50 bridge structures that will be affected by this project. The scope of services to be provided includes the necessary tasks and activities required to complete the PA/ED process, including project management, engineering, HOV and Express Lanes alignment assessment, access/egress planning, traffic forecasts, an HOV report, a PR, Geometric Approval Drawings (GADs), fact sheets, and environmental technical studies.

***OCTA, I-405 HOV Improvement Project (I-605 to SR-73) Design/Build, CA, USA**

I-405 Improvement Project proposed to construct two additional lanes in each direction between State Route 73 (SR-73) and Interstate 605 (I-605). The approximately 16-mile-long project corridor is primarily located in Orange County on I-405 and traverses the cities of Costa Mesa, Fountain Valley, Huntington Beach, Westminster, Garden Grove, Seal Beach, Los Alamitos, Long Beach, and the community of Rossmore. Ryan was Drainage Engineer responsible for preparing the Preliminary Drainage Report, Floodplain Reports, and Water Quality Studies (BMPs). Caltrans, in cooperation with OCTA, proposes to improve the freeway mainline and interchanges on I-405 for approximately 16 miles between Bristol Street and I-605. The Drainage Report identified several onsite and offsite drainage facilities that will be impacted by the project. Preliminary hydraulic evaluation was performed for major river crossings to determine impacts. Several permanent BMPs are proposed along the corridor to mitigate Caltrans water quality requirements.

***Prado Auxiliary Dike Flood Wall Project**

US Army Corps of Engineers proposed 2005 to build Prado Auxiliary Dike Flood Wall in the City of Corona, California for flood protection purposes. Tasks included preparation of project feasibility report.

***South Bay Expressway, State Route 125 Toll Road Design-Build Project**

The South Bay Expressway, a 9.3-mile tolled extension of SR-125 in San Diego County, CA, was developed in 2003 under a long-term public-private (P3) concession by California Transportation Ventures. The project was built in conjunction with the construction of the publicly funded 3.2-mile link to the existing freeway network at the northern end. Tasks included project hydrology and hydraulic calculations, drainage design and preparation of project drainage plans.

Ryan Luong, PE, QSD/QSP - continued**Drainage*****L.A. Metro, Metro Gold Line Foothill LRT Segment 1 Design-Build**

The project proposed to build 13.7 miles of light rail line and 13 stations in 2000. The project would connect Union Station in Downtown Los Angeles and Pasadena. Tasks included drainage design and at-grade crossing roadway design.

***The Metropolitan Transit Development Board (MTDB), Mission Valley East LRT Extension**

MTDB proposed to build a 5.9-mile Mission Valley East Light Rail Transit (LRT) extension of its Blue Line in 1999. The project extended the existing system from its current termini east of Interstate 15 to the City of La Mesa, where it would connect to the existing Orange Line near Baltimore Drive. The line served four new stations at Grantville, San Diego State University (SDSU), Alvarado Medical Center and 70th Street, as well as two existing stations at Mission San Diego and Grossmont Center. The proposed project included elevated, at-grade, and tunnel portions and provide two park and ride lots and a new access road between Waring Road and the Grantville Station. Tasks included river hydraulic modeling, drainage design and roadway design.

***California Department of Transportation, Palo Comado Canyon Road/US 101 Interchange Final Design, City of Agoura Hills, CA**

The interchange was deficient with regard to safety and capacity. The project included bridge widening, street improvements, new on- and off-ramp configuration and modification, landscaping, aesthetics, and street lighting. Ryan provided final design's hydrology and hydraulic analyses, drainage design, and a stormwater data report.

***Port of Long Beach, POLB Pier E Intermodal Yard Design, Long Beach, California, United States. 7/2015-9/2017.**

The new 12-track, on-dock intermodal facility is part of POLB's Middle Harbor Terminal development project to combine Piers E and F into a 350-acre mega terminal known as Middle Harbor Terminal. The project features included electrified wide-span rail-mounted gantry cranes and provisions for crane and rail yard automation. The scope included final design of concrete beam crane rail foundation, track alignment, grading, drainage, in-ground compressed air, track control, and worker protection systems and support buildings. A simulation modeling of the rail yard operations was performed to evaluate design features.



Mitsuru Tanaka, PE, PTOE, PTP

Traffic Design

Professional Registrations

- Professional Engineer
 - DC #PE922223,
 - VA #0402053361,
 - MD #51273,
 - DE #26195,
 - WV #24605,
 - GA #PE046761,
 - FL #PE91047,
 - IL #062073065,
 - WI #48379-6,
 - OH #88596,
 - OR #66717PE
- Professional Traffic Operations Engineer (PTOE) #1024
- Professional Transportation Planner (PTP) #271

Education + Training

- M.S., Civil Engineering, University of Delaware, 1998
 - B.S., Civil Engineering, Hokkaido University, Japan, 1994
- Affiliations + Memberships

Select Project Awards

- Project Title, Award Title, Organization, Year
- i.e. High Road over Long Run Creek, Honor Award, ACEC-IL, 2009

Mitsuru Tanaka has over 23 years of experience in transportation planning and traffic engineering projects for various state transportation agencies including Caltrans, DDOT, VDOT, MdSHA, MdTA, MTA, DelDOT, PennDOT, NJDOT, GDOT, and FHWA. His areas of expertise include travel demand forecasting, capacity/level of service analysis, traffic safety analysis, traffic impact analysis, traffic signal design, ITS design, signing and pavement marking design, roadway lighting design, and developing Transportation Management Plan (TMP), Maintenance of Traffic (MOT) plans and detour plans. He has been deeply familiar with Highway Capacity Manual (HCM), Manual on Uniform Traffic Control Devices (MUTCD), Highway Safety Manual (HSM), the AASHTO Greenbook, ITE Traffic Engineering Handbook, ITE Trip Generation Manual, ANSI/IESNA RP-8-00, and local and state guidelines for traffic engineering designs and studies. Mitsuru has experience with the following software packages: Synchro/SimTraffic, VISSIM, Highway Capacity Software (HCS), SIDRA, CORSIM, CUBE Voyager, MicroStation, AutoCAD, Visual, and AGI32. Mitsuru has managed more than several small to mid-sized traffic engineering study and design projects for enhancing multi-modal transportation safety and operations in his career.

Project Experience

City of Chino, State Route 71/Pine Avenue Interchange, Chino, CA

Senior Traffic Engineer responsible for designing electrical plans at a diamond-shaped freeway interchange. The project included widening the existing off-ramps and traffic signal and electrical system designs at the interchange. There are two traffic signals to be designed and one of them is a new traffic signal for accommodating the expected traffic volume increase due to the roadway extension into the City of Chino. A traffic study including the signal warrant analysis was conducted in advance of developing the electrical plans for justifying the new signal, determining the optimized signal phase and timing, and analyzing the existing and future traffic operations at the interchange. The electrical plans included the modification designs of the existing ramp metering system and highway lighting system as well as the existing and new traffic signal systems at the interchange. In addition, VISSIM traffic simulation models were developed for several scenarios including adjacent two interchanges along SR71 for assessing the traffic impacts to the surrounding area.

Mitsuru Tanaka, PE, PTOE, PTP - *continued*

Traffic Design

City of Santa Clara, Pedestrian Signal Design and ADA Improvement, Santa Clara, CA

Lead Traffic Engineer responsible for the traffic signal modification designs for this ADA Improvement project. The project is for improving sidewalks and roadway geometry ADA ramp access within the City's right-of-way. The pedestrian push buttons are to be relocated at seven intersections along a major highway corridor in accordance with the California MUTCD due to the new ADA curb ramp improvements. Some intersections also included installing street lighting upgrades for securing enhanced pedestrian safety at night. Two of the signals are located at the intersections with the Santa Clara Valley Transportation Authority Light Rail corridor and coordination with the Light Rail signal system is considered in the signal design as having the pedestrian safety to the top priority.

City of Jurupa Valley, Pacific Avenue Pedestrian and Bicycle Improvements, Jurupa Valley, CA

Senior Traffic Engineer. Mitsuru is a senior traffic engineer responsible for developing Signing and Striping Plans in accordance with the City's guidelines and Caltrans Standard and Specifications. The project is to design street improvement with curb, gutter, sidewalk, driveway approach, drainage and street intersection treatments within its 0.8-mile project limit. The improvement plan is to convert the existing street to two-lane road with the center turn lane as accommodating the bikes on the shared lanes. The Rectangular Rapid-Flashing Beacons (RRFB) were recommended to install at the crosswalk across the existing school. The associated quantities and cost estimates are also prepared for the bidding documents.

City of Chino, Euclid Avenue Restriping Project, Chino, CA

Senior Traffic Engineer. Mitsuru is a senior traffic engineer responsible for developing Traffic Control Plans (TCP) including stage construction and traffic handling plans and motorist information plans. The project area is approximately 0.6-mile stretch of a State Highway Route with signalized intersections at both ends. The traffic impact was studied for the lane configuration changes and detoured traffic during the construction phases. Permanent Signing and Striping Plans were developed as well as the Traffic Control Plans. Associated quantities of signing, striping, and traffic control devices were prepared as well.

Caltrans District 8, Fontana Maintenance Facility, Fontana, CA

Senior Traffic Engineer. Mitsuru was a senior traffic engineer responsible for developing Transportation Management Plan (TMP) for the design-build project. The project was for construction of three major buildings for the Caltrans maintenance facility including the roadway improvements in front of the facility. The roadway improvement work was approximately 1,000 feet including installation of curb and gutter, sidewalk, storm drain, and utilities. Traffic Control Plans were developed for the roadway improvements and included in the TMP. The TMP was developed along the Caltrans Transportation Management Plan Guidelines.

***Delaware Statewide Traffic Impact Study Review Project, Statewide, DE**

Project Engineer responsible for reviewing the TIS for completeness and accuracy, re-analyzing all capacity analyses with Highway Capacity Software (HCS) or SYNCHRO, evaluating signal warrant analyses, determining the development's compliance with local and state comprehensive plans, and writing a review letter recommending approval or rejection of the development and a list of recommended improvements that should be required for the developer. Analysis included approximately 50 single-lane roundabouts using HCS, SIDRA, and the NCHRP Report 03-65 Methodology. All TIS reviews were to be completed within a quick (18 working-day) turnaround to comply with DelDOT's review schedule. Over seven years of the contract time period, approximately 230 Traffic Impact Studies (TIS) were assigned under this contract. Mr. Tanaka was assigned to be stationed at DelDOT's Planning Section for two years.

**Work performed at previous firm.*

Mitsuru Tanaka, PE, PTOE, PTP - *continued*

Traffic Design

***NJ Statewide Traffic Signal Optimization – Southern Region, NJ Route 30 Corridor, Atlantic County, NJ**

Lead Traffic Engineer responsible for optimizing traffic signal timings, phases, splits, offsets and cycle lengths along the existing major corridor. Clearance intervals were also recalculated and evaluated for the traffic safety purpose. The project area included approximately 4.5-mile arterial stretch with 12 signalized intersections in southern New Jersey. The corridor was modeled in Synchro/SimTraffic software. The existing models were calibrated in SimTraffic based on the field travel times observed by Tru-Traffic software with GPS. Signals were optimized with Synchro and TruTraffic and 5 different timing plans were prepared for different times of the days for implementation.

Traffic Calming Study: Camp Grandview (Pickens County Traffic Engineering IDIQ), Jasper, GA

Senior Traffic Engineer responsible for QA/QC the traffic calming study report. This study was for reviewing the applicability of speed tables as a traffic calming measure. The data collection for the study included the vehicle running speed, pedestrian activity, the existing roadway's geometry, signage, striping and clear zones. Several traffic calming measures were reviewed and considered including various speed tables, raised pedestrian crosswalks, and speed cushions. The study recommended placing the calming measure including raised pedestrian crosswalks the

at several key locations for the vehicles to slow down safely as considering their spacings and maintaining the major crosswalk locations in the mid-block of the study area.

***Route 7 Corridor Improvement Project, From Jarret Valley to Reston Parkway, Fairfax County, VA**

Lead traffic engineer responsible for the evaluation of alternative intersection designs for the second phase of the design which includes Displaced Left/Continuous Flow, Green-T, Restricted Crossing Median U-Turn, Median U-turn and roundabout intersections for safely accommodating the vehicles, bikes, and pedestrians all together along the corridor. VISSIM and Synchro are being used in the evaluation and development of the alternatives. VISSIM software was used to evaluate existing conditions and selected design alternatives for the future conditions. Synchro software was utilized for signal optimization for the signals along the 7-mile corridor and was also used for reinforcing the VISSIM evaluation results.

***Hilton Parkway Corridor Safety Study, Baltimore, MD**

Project Manager responsible for evaluating the existing safety traffic conditions along Hilton Parkway located in West Baltimore. Approximately 1.1-mile length of the winding parkway was studied with field observation and traffic accident analysis from past five years. The studied parkway segment had two lanes on each direction and a barriered median between the opposite directions. Guide rails has been installed at some length of the studied segment and the street lighting has been installed throughout the study segment. Through the safety study, it was found that there were relatively high number of accidents on wet-surface conditions and at the night. The final recommendation included drainage improvement for the areas with underground water leaks, installing Raised Pavement Markers (PRM), streetlight improvements, and frequent restriping for improving the traffic safety along the corridor.

***US13 Business and Naylor Street Intersection Study, Salisbury, MD**

Project Manager responsible for safety and traffic efficiency improvement at the intersection of US13 Business and Naylor Street. The study was for MDOT SHA District 1 and it included observing traffic counts, signal operations, traffic control device conditions, street lighting conditions, sidewalks and ADA compliance devices at and around the intersection. Crash analysis was also conducted for assessing the intersection safety with the traffic accident data for the past three years at the intersection. Crosswalks replacement, signal interval change, pedestrian signal head installation, audible ADA compliance push button installation, ADA ramp installation, sidewalk repairs, and installing additional warning signs were recommended at the end of the report with the estimated construction cost for each improvement.



Gabriel Rodriguez, PE

Roadway

Professional Registrations

- Professional Engineer (Civil): CA

Education + Training

- B.S., Civil Engineering, California Polytechnic State University at Pomona, 2001

Software Proficiency

- MS Office (Word, Excel)
- MS Project
- Bluebeam.

Gabriel Rodriguez has more than 24 years of civil engineering experience in the design and management of transportation and public infrastructure projects. His project experience includes street improvements, state system improvements, storm drain facilities, sanitary sewer and water distribution infrastructure, storm water management and analysis, and dry utility coordination. He has executed projects from preliminary engineering and alternative analysis through final design and construction management.

Gabriel brings experience with a number of agencies, including LA Metro, Orange County Public Works, SBCTA, Riverside County Transportation Department, Riverside Transit Agency, as well as local agencies such as the Cities of Palmdale, Irvine, Fontana and Colton.

Project Experience

***City of Hesperia, Ranchero Road Corridor Improvements, Hesperia, CA**

Gabriel served as project manager for the Ranchero Road Corridor Improvement project for the City of Hesperia. The proposed improvements will provide capacity for future growth on the east side of the city as well improved access to a new interchange at Interstate 15. The project includes the design of approximately 5 miles of road improvements, two major multi-barrel culvert crossing extensions as well as the approval of a Construction and Maintenance agreement for an at-grade UPRR crossing. Gabriel led the design team that is working with the City of Hesperia, County of San Bernardino, the local water purveyor, and UPRR to facilitate approval of the final plans, specifications and estimate (PS&E).

***City of Coachella, Avenue 52 and Grapefruit Grade Separation, Coachella, CA**

Gabriel served as project manager for the Avenue 52 and Grapefruit Boulevard Grade Separation project in the city of Coachella. The project will grade separate Avenue 52 and the Union Pacific Rail Road (UPRR) line which will provide better access between the west and east sides of the city, as well as more efficient mobility for emergency vehicles. Funding for this project included \$10M of TCIF funding which was required to be allocated by the end of 2013. Gabriel led the coordination effort with Caltrans Local Assistance and Riverside County Transportation Commission (RCTC) to gain California Transportation Commission (CTC) and E-76 approval. Mr. Rodriguez also led the design team, which finalized the plans, specifications and estimate and secured agreements with UPRR, Coachella Valley Water District, Imperial Irrigation District, and Verizon/MCI.

***Caltrans District 7 Engineering On-Call, Los Angeles, CA**

Gabriel served as project manager for the Engineering On-Call Contract for Caltrans District 7. A significant portion of the on-call effort was dedicated to the

Gabriel Rodriguez, PE - *continued*

Roadway

High Desert Corridor of which Gabriel managed an engineering team that provided preliminary high speed rail and grade separation design as a component of the proposed highway corridor between the cities of Victorville and Palmdale. The design effort which included rail, roadway, drainage, and traffic was in support of Caltrans who was the lead for the highway design for the Project Approval and Environmental Document phase. The rail component of the High Desert Corridor termination point in the City of Palmdale is proposed to share the future California High Speed Rail station, which required close coordination with the California High Speed Rail Authority and the City of Palmdale.

***City of Palmdale, Rancho Vista Grade Separation, Palmdale, CA**

Gabriel served as project manager in the early stage of the Rancho Vista Grade Separation project and was responsible for leading the project design team which included roadway, structures, traffic, survey, and geotechnical. The project, located in the city of Palmdale, will provide an overhead grade separation structure on Rancho Vista Boulevard, which will span Sierra Highway as well as existing and future UPRR, Metro, and California High Speed Rail mainline tracks. The project proposes to construct a new eight-lane grade separation structure to improve safety and traffic movement at the rail road crossing as well as 4.5 miles of local roadway improvements to provide connectivity and access to existing parcels adjacent to the project.

***City of Irvine, Jamboree Road Widening, Irvine, CA**

Gabriel served as project manager for the Jamboree Road Widening project and was responsible for leading the project design team which included roadway, traffic, utility coordination, landscape, survey, environmental, and geotechnical. The project, located in the city of Irvine, proposed to expand Jamboree Road from an 8-lane arterial to a 10-lane arterial for approximately 1.5 miles between Barranca Parkway and the north side of I-405. The design and environmental effort included preliminary engineering, alternative analysis, environmental report, project study, and final plans, specifications and estimates.

Phelan Road Widening Project, for County of San Bernardino, San Bernardino County, CA

Gabriel is serving as the project manager for the Phelan Road Widening project and is leading the design team which includes roadway and structural engineering, drainage, environmental, geotechnical, surveying, utility coordination and public outreach. The purpose of the project is to widen 12.1 miles of Phelan Road to accommodate for the increased population and resulting traffic in the region. The project design will include geometrics and vertical profiles for the widening from two lanes to five lanes, hydrology and hydraulic analysis of 26 culvert crossings, bridge improvements at Sheep Creek, traffic and traffic signal design, utility relocations, and environmental planning and permitting. The project will also require coordination with stakeholders including Caltrans District 8, Union Pacific Railroad, the California Public Utilities Commission, regulatory permitting agencies, and the City of Hesperia.

Lakewood Boulevard and Imperial Highway Intersection Improvement Project, for City of Downey, Downey, CA

Gabriel is serving as project manager for the Lakewood Boulevard and Imperial Highway Intersection Improvement project and is responsible for leading the project design team to develop the roadway and storm drain improvement plans. The project located in the City of Downey, proposes to add dual left turn pockets in both directions on Imperial Highway to improve the traffic level of service of the intersection. The project design includes the roadway geometry and vertical profile for the widening of Imperial Highway, PCC improvements, storm drain lateral design, water appurtenance relocations, and private property improvements. The project will also require approval by Los Angeles County for the relocation of the County owned catch basin at the southwest corner of the intersection.

**Work performed at previous firm.*

Syed Raza, PE

Proposed Role: Project Manager



Syed has over 41 years of executive, management and technical experience in the areas of transportation/traffic engineering and program/project management. During his career, he has led many multi-functional teams and successfully delivered high-profile, state of the art complex transportation projects. Syed was responsible for program management, technical oversight and review of all capital projects at Caltrans District 8 and oversaw the delivery of over 300 in-house and locally funded projects valued at over \$15 billion. His proactive program management approach, communication and problem-solving skills, ability to build consensus and strong leadership skills has helped District 8 successfully deliver its projects on time and within budget. Syed was also instrumental in assisting RTPAs, counties and cities deliver their portfolio of projects on the State Highway System.

PROFESSIONAL REGISTRATIONS

- Professional Engineer (Civil): CA 53579

EDUCATION + TRAINING

- M.Sc., Civil Engineering, Texas A&M University, College Station, Texas, 1991
- B.S., Civil Engineering, NED Engineering University, Karachi

AFFILIATIONS + MEMBERSHIPS

- Member, Professional Engineer: CA

**Work performed at previous firm.*

SPECIALTY EXPERIENCE

- Roadway design
- Intersection design
- Traffic design
- Traffic handling
- Construction staging
- Stakeholder coordination

SCOPE TECHNICAL AREA EXPERTISE

- Project management
- Program management
- Highway design
- Pavement delineation design Detour design
- Agency coordination

41
YEARS OF
EXPERIENCE

PROJECT EXPERIENCE

City of Chino State Route 71/Pine Avenue Interchange, Chino, CA

Served as the Design Lead for EXP for the preparation of Project Approval & Environmental Document (PA&ED) and Plans, Specifications and Estimate (PS&E) phases of the project. The scope of work for the project includes widening both off-ramps, installing a new traffic signal, modifying existing signal and ADA curb ramps.

San Bernardino County, Phelan Road Widening, San Bernardino County, CA

Syed is serving as Roadway Design Lead. EXP is providing preliminary engineering and environmental consulting services for the Phelan Road Widening Project. Phelan Road is currently a two-lane road that serves the communities of Phelan and Hesperia and is often a thoroughfare and diversion route for those experiencing closures or traffic congestion on nearby Interstate 15 (I-15). The project proposes to widen approximately 12.1 miles of Phelan Road from two (2) lanes to a five (5) lane major highway designation with the center serving as one (1) continuous left turn lane.

Caltrans District 8 Project Management On-Call

EXP was selected as the prime consultant by Caltrans District 8 to provide Project Management support services for capital projects. Prepared detailed project schedules and cost estimates. Ensured all necessary regulatory permits were obtained. Prepared project status reports, cooperative agreements and amendments. Prepared and reviewed technical reports, plans, specifications and estimate for completeness and accuracy. Ensured that projects were delivered on time, within budget, approved scope of work and met performance objectives. Prepared complex technical engineering reports for management review and approval. Prepared allocation request for California Transportation Commission (CTC) approval including Programming Change Requests and Supplemental Fund Request. Prepared and submitted grant applications for various federal and state funding programs.

*Caltrans District 8 Capital Program, San Bernardino + Riverside Counties, CA

Served as the Deputy District Director for Program Project Management overseeing Capital Improvement Program from. The CIP Program funded over 750 positions in the Division of Construction, Design, Environmental, Right of Way and Project Management with a budget of over \$100 million in personal services and operating expense. Was responsible for securing funding for major and minor capital improvement projects from the State Highway Operation Protection Program (SHOPP) and State Transportation Improvement Program. Worked closely with RTPAs to secure state, local and federal funds and help deliver their capital improvement projects.

Robert D. Vasquez, PLS | DEA, Survey Manager



BRIEF EXPERIENCE BIO

Bob has 35 years of experience in the field of land surveying. He has served many positions from managing projects, field crews, office support teams, and from 3D laser scanning to developing a new service for subsurface 3D utility mapping. Bob's experience in the public sector, coupled with his broad range of experience with DEA, adds to his overall knowledge of understanding of various rail, airport, highway, land development, flood control, water, and some unique projects. His project management experience includes managing and negotiating various contract/task orders, public and private clients, using various standards and requirements. Bob is knowledgeable in the preparation of subdivision, rights-of-way and record of survey maps, jurisdictional boundary changes, land adjustments, legal description documents and exhibits, right-of-way engineering, construction surveying, QC surveying, 3D laser scanning, topographic field, and boundary survey mapping.

CURRICULUM VITAE

Education

Certificate, Surveying and Mapping, Rancho Santiago College

Project and Business Management Courses, University of California Riverside

Management Leadership Academy, National University

Registration

Professional Land Surveyor, California (7300), 1996

Professional Affiliations

California Land Surveyors Association (CLSA)
League of California Surveying Organizations (LCSO)

Years with DEA

15

Years with Other Firms

20

RELEVANT PROJECTS

On-Call Surveying Services, for Orange County Public Works/Geomatics, California

As project manager, Bob is under contract with the County of Orange to provide on-call land surveying services. The services being provided consist of, but are not limited to, topographic surveying, control surveys, design surveys, field-to-finish mapping, construction surveys, boundary surveys, GPS surveying, 3D laser scanning, right-of-way engineering and mapping, title searches, ALTA surveys, and special studies.

County of San Bernardino On-Call Land Surveying Services, San Bernardino, California

DEA is providing the County of San Bernardino on-call services for Capital Improvement Projects (CIP). The scope of services includes both civil engineering and surveying. Projects include street and trails construction/design, traffic signal design, signing and striping, water quality management, sanitary sewer design/waterlines, surveying and mapping, geotechnical, grading, street design, storm drain design, potholing, aerial photography, landscape design, and community outreach as needed. Services also include coordination with other public agencies and utility companies. Bob is serving as Survey Project Manager.

As-Needed Engineering and Construction Surveying Services, Temecula, California

Bob has served as project manager and survey lead on this agreement with the City of Temecula to provide surveying services on various projects. Some of the services requested include researching of existing survey data; locating existing monuments; performing boundary and control surveys; preparing legal descriptions and plat maps for right-of-way acquisition; performing aerial mapping and topographic surveys; establishing and verifying horizontal and vertical control; locating existing facilities; performing field surveys for design purposes; and performing construction surveying.

On Call Surveying and Right-of-Way Engineering Services, Various Contracts, for Caltrans, California Statewide

Bob has served as project manager or task leader on six prime on-call contracts to provide on-call land surveying services for a variety of Caltrans projects in California for Districts 6, 7 and 8. Services on these contracts have included construction, cadastral, boundary, topographic, GPS and geodetic surveying, right-of-way engineering, records of survey, special studies, field-to-finish mapping and HDS surveys. He has also served as survey manager or task lead as survey subconsultant on numerous Caltrans on-call construction management teams providing construction surveying services. Districts served included 7, 8, 11, 12 and 59.

Jerry C. Woodrow, PLS, CFedS | DEA, Project Surveyor



BRIEF EXPERIENCE BIO

Jerry is an associate, senior project surveyor and PLS party chief with DEA and has 46 years of experience in the survey field. A California professional land surveyor and Certified Federal Surveyor, he has worked on a variety of projects including large transportation, bridge, rail, pipeline, and land development projects. He is experienced in all aspects of land surveying including construction, boundary, topographic, aerial control, 3D laser scanning, ALTA, and GPS surveying. He is also adept in computing and analyzing survey field data to Caltrans standards.

CURRICULUM VITAE

Education

Surveying and Engineering Classes, 1976, San Bernardino Valley College

Registration

Professional Land Surveyor, California (6714), 1992, 2022

Certified Federal Surveyor, California (1138), 2007

Years with DEA

20

Years with Other Firms

26

RELEVANT PROJECTS

On-Call Surveying Services, for Orange County Public Works/Geomatics, California

Jerry is serving as PLS party chief and project surveyor under contract with the county of Orange to provide on-call land surveying services. The services being provided on this contract consist of, but are not limited to, topographic surveying, control surveys, design surveys, field-to-finish mapping, construction surveys, boundary surveys, GPS surveying, 3D laser scanning, right-of-way engineering and mapping, title searches, ALTA surveys, and special studies.

On Call Surveying and Right-of-way Engineering Services, Various Contracts, for Caltrans, California

Jerry has served as party chief or project surveyor on 11 prime contracts to provide on-call land surveying services for a variety of Caltrans projects in California in Districts 5, 6, 7, 8 and 9. Services included construction, cadastral, boundary, topographic, GPS and geodetic surveying, right-of-way engineering, records of survey, special studies, field-to-finish mapping, and laser scanning surveys. Jerry has also served as party chief or project surveyor on numerous on-call construction management contracts as the survey subconsultant of the team. Districts have included 7, 8, 11, 12 & 59.

West Valley Connector Project, San Bernardino County, California

The West Valley Connector Project is a 25-mile-long bus rapid transit (BRT) project that proposes limited stops, providing speed and quality



improvements to the public transit system within the corridor. The project seeks to improve mobility in the San Bernardino Valley with an enhanced, state-of-the-art BRT system to address the growing traffic congestion and the one million people that will be added to the area by 2030. Working as a subconsultant, DEA provided topographic mapping and surveying and land surveying services in support of the widenings and improvements along the corridor using DEA's mobile mapping system. Jerry served as project surveyor on this project.

Subsurface Utility Locating and Mapping, San Bernardino County Transportation Authority, Redlands, California

DEA provided above and below ground utility locating and mapping services. In collaboration with SBCTA for its Redlands Passenger Rail Project, AECOM was tasked with providing construction management services during the early utility relocation phase of the construction project. Having experienced many challenges with unknown underground utilities on past projects, DEA was requested to provide underground utility mapping. DEA surveyors also established survey control, above-ground supplemental surveys and final deliverables including final utility reports with mapping and exhibits of as-built utilities and found existing subsurface utilities. Jerry served as a project surveyor on this project.



APPENDIX B

FORMS



**VENDOR APPLICATION FORM
FOR**

RFP No. 23-13 ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Z&K Consultants, Inc

Contact Person for Agreement: Crystal Fraire

Title: President E-Mail Address: cfraire@zandkconsultants.com

Business Telephone: 951-310-7470 Business Fax:

Corporate Mailing Address: 17130 Van Buren Blvd #122

City, State and Zip Code: Riverside, CA 92504

Contact Person for Proposals: Brittany Duhn

Title: Senior Project Manager E-Mail Address: bduhn@zandkconsultants.com

Business Telephone: 714-788-9965 Business Fax:

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
Crystal Fraire	President	951-310-7470
Zack Faqih	Vice President	949-637-5040
Jasmine Pate	Secretary	951-317-3706

Federal Tax Identification Number:



City of Costa Mesa Business License Number: 0000029416

(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. 23-13 ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES** at any time after **March 22, 2023**.



Date: 4/6/23

Signature

Crystal Fraire

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **March 22, 2023** with a City Councilmember concerning informal **RFP No. 23-13 ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES**. A copy of all such communications is attached to this form for public distribution.

Date: _____

Signature

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

NONE

COMPANY PROFILE & REFERENCES

Company Legal Name:

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

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

Business Address: 17130 Van Buren Blvd #122, Riverside, CA 92504

Website Address: zandkconsultants.com

Telephone Number: 951-310-7470

Facsimile Number:

Email Address: cfraire@zandkconsultants.com

Length of time the firm has been in business: 15 years

Length of time at current location: 9 years

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

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

Federal Taxpayer ID Number: 80-0359298

Regular Business Hours: 7:30AM - 5:00PM

Regular holidays and hours when business is closed: Federal Holidays

Contact person in reference to this solicitation:

Telephone Number: Crystal Fraire

Facsimile Number:

Email Address: cfraire@zandkconsultants.com

Contact person for accounts payable:

Telephone Number: Crystal Fraire

Facsimile Number:

Email Address: cfraire@zandkconsultants.com

Name of Project Manager:

Telephone Number: Brittany Duhn

Facsimile Number:

Email Address: bduhn@zandkconsultants.com

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name:

Contact Name: Maria Fraser, City Engineer (Formally City of Chino)

Contract Amount: \$1,000,000

Email: mfraser@palmdesert.gov

Address: 73510 Fred Waring Drive, Palm Desert, CA, 92260

Brief Contract Description: On-Call Civil Engineering Services for Public Works CIP Projects

Company Name:

Telephone Number: (909) 334-3250

Contact Name: Amer Jakher, Public Works Director

Contract Amount: \$1,000,000

Email: ajakher@cityofchino.org

Address: 13220 Central Avenue, Chino, CA

Brief Contract Description: On-Call Civil Engineering Services for Public Works CIP Projects

Company Name:

Telephone Number: (562)570-2324

Contact Name: Wendy Chen, Manager of Engineering

Contract Amount: \$2,000,000

Email: Wendy.Chen@lbwater.org

Address: 1800 E. Wardlow Road, Long Beach, CA 90807

Brief Contract Description: On-Call Program and Project Management

Company Name:

Telephone Number:

Contact Name: Dennis Santos, Manager of Engineering

Contract Amount: \$2,000,000

Email: Dennis.Santos@lbwater.org

Address: 1800 E. Wardlow Road, Long Beach, CA 90807

Brief Contract Description: On-Call Program and Project Management

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

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

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

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

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

Crystal Jaine

Bidder/Applicant/Proposer

4/6/2023

Date

EXHIBIT C
FEE SCHEDULE

April 6, 2023

Stephanie Urueta
City of Costa Mesa, Public Works Department
77 Fair Drive, 1st Floor, Costa Mesa, CA 92626

Subject: Request for Proposal (RFP No. 23-13) for On-Call Public Works/Engineering Staff Support Services

Dear Ms. Urueta,

Z&K Consultants based our proposal on the scope of work provided in the Request for Proposals. All prevailing wage requirements will be followed by the team and its subconsultants. All team members are in conformance with the State of California Labor compliance requirements. Below is a table with the hourly rate schedule. This offer shall remain firm for 90 days from the RFP close date. The payment terms shall be net thirty (30) days.

A – Z&K Consultants, Inc Hourly Rates:

- Senior Construction Manager/Project Manager	\$157
- Senior Project/Program Manager	\$148
- Construction Manager	\$152
- Senior Construction Inspector	\$135
- Construction Inspector	\$131
- Senior Highway & Bridge Designer/Structural Engineer.....	\$155
- Electrical/I&C Inspector	\$140
- SWPPP/Environmental Specialist	\$130
- Senior Traffic/Signal Engineer	\$136
- Public Relations/Community Outreach	\$135
- AutoCAD/Microstation Technician.....	\$110
- Civil/Land Development Designer	\$130
- Senior Land Surveyor	\$135
- Senior Landscape Architect	\$144
- Labor Compliance/Office Engineer	\$128

Hourly Rates are fully burdened, including all overhead and profit. All subconsultants will be bound to the final terms and conditions of the prime agreement. All subconsultant services are subject to a 10% markup.

**ALL INSURANCE WILL BE IN FORCE AT TIME OF CONTRACT EXECUTION
ALL RATES WILL ESCALATE BY 3% PER ANNUM**

Sincerely,



Crystal Fraire, PE | President

Z&K Consultants Inc.
17130 Van Buren Blvd. | Suite 122 | Riverside, CA 92504
951.310.7470 | cfraire@zandkconsultants.com



Z&K Consultants, Inc | 17130 Van Buren Blvd, Suite 122, Riverside, CA 92504 | www.zandkconsultants.com

**CITY OF COSTA MESA
ENGINEERING ON-CALL
MARCH 30, 2023**

EXP HOURLY RATES

LABOR CLASSIFICATIONS	FULLY LOADED HOURLY RATE
Project Manager	\$ 359.02
Sr. Principal Engineer	\$ 317.34
Sr. Project Engineer III	\$ 219.81
Sr. Principal Engineer II	\$ 196.26
Sr. Principal Engineer I	\$ 171.73
Project Engineer III	\$ 147.19
Project Engineer II	\$ 130.02
Project Engineer I	\$ 123.64
Design Engineer II	\$ 117.93
Design Engineer I	\$ 111.36
QC/QC Manager	\$ 317.34

CONVERSE CONSULTANTS

Schedule of Fees – Materials Laboratory Testing

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2023.

AGGREGATES

Moisture Content, ASTM D2216	20.00
Particle Size Analysis	
Coarse, ASTM C136, each.....	100.00
Coarse and Fine, ASTM C136 & C137), each.....	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127	100.00
Fine Aggregate, ASTM C128	100.00
Unit Weight per Cubic Foot, ASTM C29	75.00
Soundness, Sodium or Magnesium, ASTM C88, each	200.00
Potential Alkali Reactivity, ASTM D289	300.00
Freeze Thaw Soundness.....	175.00
Los Angeles Abrasion, per class, ASTM C131, C535.....	220.00
Sand Equivalent, ASTM D2419	110.00
Lightweight Particles, ASTM C123, each.....	100.00
Clay Lumps & Friable Particles, ASTM C142, each.....	120.00
Stripping Test, ASTM D1664, each	85.00
Organic Impurities, ASTM C40	100.00
Durability	By Quote

CONCRETE TESTS

Laboratory Trial Batch, ASTM C192	By Quote
Laboratory Mix Design, Historical Data	By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each.....	45.00
Lightweight Concrete	
Compression	45.00
Unit Weight.....	45.00
Specimen Preparation, Trimming or Coring, each	60.00
Bond Strength, ASTM C321	
Prepared by Converse.....	150.00
Prepared by Others	80.00
Core Compression Test, ASTM C12, each.....	80.00
Flexure Test, 6"x6" Beams, ASTM C78, each.....	110.00
Modulus of Elasticity, Static, ASTM C469, each	150.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days.....	320.00
Splitting Tensile, 6"x12" Cylinders, each.....	80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder.....	95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder.....	95.00
Hold Cylinder	10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse.....	5.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each.....	20.00
Absorption, each.....	50.00
Compression, each.....	55.00
Shrinkage, ASTM C426, each	100.00
Net Area and Volume, each.....	25.00
Masonry Blocks, per set of 9.....	450.00
Masonry Core Compression, each.....	55.00
Masonry Core Shear, each.....	55.00
Masonry Core Trimming, each.....	55.00
Compression Test, grouted prisms, 8"x8"x16", each.....	120.00
Compression Test, grouted prisms, 12"x16"x16", each.....	130.00
Compression Test	
2"x4" Mortar Cylinder, each	45.00
3"x6" Grout Prisms, each.....	45.00
2" Cubes, ASTM C109, each.....	45.00
Cast by Others.....	45.00
Mortar or Grout Mix Designs.....	By Quote

FIREPROOFING TESTS

Oven Dry Density, per sample	70.00
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MOISTURE EMISSION TEST

Moisture Emission Test Kit.....	80.00
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ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927	220.00
Marshall ASTM D1559, ASTM D2726.....	220.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each	95.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3.....	60.00
Laboratory Mixing of Asphalt & Concrete, per sample.....	75.00
Complete Asphalt Concrete Mix Design	
Hveem or Marshall	By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each	220.00
Extraction of Rubberized Asphalt & Gradation, each.....	250.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated.....	95.00
Coated.....	105.00
Immersion-Compression	400.00
Particle Coating, ASTM D2489	60.00
Stripping, ASTM D1664	70.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products.....	220.00
Retained Strength, ASTM D1074/D1075, 6 specimens.....	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens	By Quote
CBR, ASTM D1883, including M/D Curve, 1 point	350.00
Asphalt Temperature.....	15.00

STRUCTURAL STEEL

Tensile Test #9 Bar or Smaller, each	60.00
Bend Test #9 Bar or Smaller, each	60.00
Tensile Test #10 Bar or Greater, each	280.00
Tensile Test #14 Bar, each	310.00
Rebar Coupler Tensile Test	100.00
Tensile Test, Welded #9 Bar or Smaller, each	100.00
Tensile Test, Welded #10 Bar or Greater, each	280.00
Tensile Test, Welded #14 Bar, each	310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each	180.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each	350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test, A490 Bolts	
Under 100,000 lbs., each	65.00
Over 100,000 lbs., each	75.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each	80.00
Tensile Test, Anchor Bolts, tested with displacement transducers, each.....	300.00
Nut Hardness, Proof & Cone Proof Load Test, each	50.00
Washer Hardness, each.....	50.00
A325 or A490, Bolt Hardness Only, each.....	50.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each	90.00
Over 100,000 lbs. & Hardness, each	150.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs.	300.00
Over 100,000 lbs.	380.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488	20.00
Engineering Classification, ASTM D2487	25.00
Moisture Content and Dry (bulk) Density, ASTM D2216 and D2937	25.00
Moisture Content, ASTM D2216	20.00
Shrinkage Limit, ASTM D4943	85.00
Atterberg Limits, ASTM D4318 Several points	150.00
One Point	50.00
Particle Size Analysis, ASTM D6913 Fine Sieve, from #200 to #4	100.00
Coarse and Fine Sieve, from #200 to 3 in	180.00
Hydrometer	120.00
Percent Passing #200 Sieve, ASTM D1140	80.00
Specific Gravity Fine, passing #4 sieve, ASTM D854	100.00
Coarse, retained on #4 sieve, ASTM C127	100.00
Sand Equivalent Test, ASTM D2419	120.00
Double Hydrometer Dispersion, ASTM D4221	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557 Method A or B	200.00
Method C, 6" mold	210.00
California Impact Method, Caltrans 216	220.00
R-value, ASTM D2844 and CTM301	270.00
California Bearing Ratio (CBR), ASTM D1883 1 Point	530.00
3 Points	750.00
Relative Density 0.1 Cubic Foot Mold	200.00
0.5 Cubic Foot Mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	25.00
Direct Shear Quick Test	75.00
Consolidated, Drained, granular soil, ASTM D3080	220.00
Consolidated, Drained, fine grained soil, ASTM D3080	260.00
Consolidated, Undrained, fine grained soil	220.00
Residual Strength, per cycle	70.00
Remolded Specimens	70.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166	150.00
Unconsolidated, Undrained, ASTM D2850	160.00
Consolidated, Undrained, per point	700.00
Consolidated, Drained, per point	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimen	90.00

CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS

8 Load Increments	250.00
Additional Load Increment	50.00
Time-Ratio, per load increment	90.00
Single Point, collapse test	90.00

Single Load Swell, ASTM D4546 Ring Sample, Field Moisture	95.00
Ring Sample, Air Dried	95.00
Remolded Sample	70.00
Expansion Index Test, UBC 29-2/ASTM D4829	130.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen	60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	220.00
Organic Content, ASTM D2974	100.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2023.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

CONVERSE CONSULTANTS
Prevailing Wage Schedule of Fees
Geotechnical Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2023.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (hourly rate including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	\$140
DSA Masonry Inspector	140
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	145
Coring Technician	140
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	140
Sample Pick-Up	50

Professional Services (consultation for field and office, if requested)

Staff Professional	\$140
Senior Staff Professional	150
Project Professional	160
Project Manager	170
Senior Professional	170
Principal Professional	225
Principal Consultant	235

Laboratory Testing

Laboratory Technician	Per Test
(see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor	\$90

Office Support

Clerical/Word Processing	\$85
Drafting	85
CAD Operator/Drafting Manager	90

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS mileage rate per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1270

Meeting Date: 6/20/2023

TITLE:

AUTHORIZE THE PURCHASE OF FORD FLEET VEHICLES

DEPARTMENT: PUBLIC WORKS DEPARTMENT, MAINTENANCE SERVICES
DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: ROBERT RYAN, MAINTENANCE SERVICES MANAGER, (714)
327-7499

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize by minute action, that compliance with the bidding requirements and procedures is inefficient and not in the best interest of the City, based on identified conditions and supported by substantial evidence.
2. Authorize the purchase of Ford fleet vehicles from local authorized Ford dealerships.
3. Authorize the City Manager or designee to execute the necessary documents for the purchase of new and replacement Ford fleet vehicles as approved in Fiscal Years 2021-22, 2022-23, and 2023-24 annual budgets.

BACKGROUND:

Consistent with past practices, new and/or replacement vehicle and equipment requests are evaluated during the annual budget process along with Equipment Maintenance staff recommendations.

The vehicles and equipment identified have high mileage and usage, are in poor condition, and have severe mechanical issues. Other factors for replacement consideration include obsolete parts availability and high maintenance and repair costs. All the vehicles and equipment approved for replacement have exceeded their anticipated service lives.

Typically, vehicles and equipment are purchased using contracts through Sourcwell. Utilizing a Sourcwell contract meets all requirements outlined in the City of Costa Mesa's Purchasing Policy and all requirements set forth by the State of California in regard to regional cooperative purchasing agreements. This process has been utilized successfully by the City for several previous vehicle purchases. However, over the last two (2) years, the availability of vehicles has been severely limited and manufacturers have not been allocating sufficient inventory for government procurement.

Therefore, a total of twenty-two (22) vehicles that were approved by City Council for replacement in Fiscal Years 2021-22 and 2022-23 have not been secured through the Sourcewell contract. These vehicles include thirteen (13) light and medium duty trucks for the Maintenance Division, six (6) support and executive staff type vehicles, an animal control truck for the Police Department, and two (2) trucks to support operations in Parks and Community Services.

In order to address the vehicle procurement issue, Purchasing released an Invitation for Bid (IFB) No. 23-17 on PlanetBids on April 27, 2023, with a response date of May 17, 2023. However, the City received no bids. The IFB was modified after receiving feedback from potential vendors. IFB No. 23-17 was released for a second time on May 22, 2023, with a response date of June 5, 2023. Once again, the City received no bids.

ANALYSIS:

The purchase of these vehicles is necessary in order to upgrade the City's fleet of operable vehicles to serve the community and its stakeholders. The necessity of this purchase is exemplified by the continual breakdowns and repairs of the aging fleet of vehicles. The purchase will also provide vehicles to newly added staff that serve the community.

Traditional procurement avenues have been exhausted with no results. Approving the recommendation would allow staff to negotiate directly with one or more local authorized Ford dealership(s) to procure the vehicles necessary to ensure maintenance and safety operations.

Attachment 1 includes the complete list of approved vehicles from Fiscal Years 2021-22 and 2022-23 yet to be procured. Procurement of additional vehicles was also approved as part of the Fiscal Year 2023-24 budget.

ALTERNATIVES:

The City Council could choose not to authorize the direct purchase of vehicles from local authorized Ford dealerships. This is not recommended this would result in further delays in the procurement of approved vehicles and equipment. These delays could potentially result in safety issues as well as maintenance units not being in service promptly causing staff to be operating unreliable vehicles.

FISCAL REVIEW:

Funds for the replacement of City vehicles and equipment as proposed are included in the Equipment Replacement Fund's Operating Budget.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item works toward achieving the following City Council Goals:

- Strengthen the Public's Safety and Improve Quality of Life
- Advance Environmental Sustainability and Climate Resiliency

CONCLUSION:

Staff recommends the City Council:

1. Authorize by minute action, that compliance with the bidding requirements and procedures is inefficient and not in the best interest of the city, based on specifically identified conditions and supported by substantial evidence.
2. Authorize the purchase of Ford fleet vehicles from local authorized Ford dealerships.
3. Authorize the City Manager or designee to execute the necessary documents for the purchase of new and replacement City fleet vehicles as approved in Fiscal Years 2021-22, 2022-23, and 2023-24 annual budgets.

The City of Costa Mesa is requesting bids from authorized Ford dealerships for the purchase of the vehicles listed below. All vehicles must be 2022 or newer. Vehicle Identification Number must be identified upon bidding. Vehicles must be delivered within 120 days upon award of the bid.

- Ford F-150 XLT
- Ford F-150 XLT
- *Ford F-450 XL 4x2 SD Regular Cab 205 in. WB DRW with cargo box
- *Ford F-450 XL 4x2 SD Regular Cab 205 in. WB DRW with cargo box
- Ford F-250 XL 4x2 SD Crew Cab 8 ft. box 176 in. WB SRW
- Ford F-250 XL 4x2 SD Crew Cab 8 ft. box 176 in. WB SRW
- Ford F-250 XL 4x2 SD Crew Cab 8 ft. box 176 in. WB SRW
- Ford F-150 Lightning Pro All-Wheel Drive SuperCrew Cab 5.5 ft. box 145 in. WB
- Ford F-250 XL 4x2 SD SuperCrew Cab 6.5 ft. box 157 in. WB SRW
- Ford F-250 XL 4x2 SD Crew Cab 8 ft. box 176 in. WB SRW
- Ford F-150 Lightning Pro All-Wheel Drive SuperCrew Cab 5.5 ft. box 145 in. WB
- Ford F-150 Lightning Pro All-Wheel Drive SuperCrew Cab 5.5 ft. box 145 in. WB
- Ford F-150 Lightning Pro All-Wheel Drive SuperCrew Cab 5.5 ft. box 145 in. WB
- Ford Transit Connect XL Cargo Van LWB
- Ford F-350 XLT Crew Cab, 4x4 8' bed
- Ford Explorer Limited Hybrid
- Ford Explorer Limited Hybrid
- Ford Explorer Limited Hybrid
- Ford Explorer Limited Hybrid
- Ford Explorer XLT

It is requested that the exact product, an equivalent or an approved equal be quoted. If the requested vehicle is not available, please bid a suitable alternative. The City retains the right to accept or reject alternatives. The use of a brand name is for describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. In the event that your organization does not offer requested item, please NO BID that specific item.

*Ford details please visit <https://swabwagon.com/wp-content/uploads/2021/10/2022-ARF-95-SPECs..pdf>

APPENDIX B



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1264

Meeting Date: 6/20/2023

TITLE:

RESOLUTION ADOPTING THE FY 2023-2024 STATEMENT OF INVESTMENT POLICY

DEPARTMENT: FINANCE DEPARTMENT

PRESENTED BY: CAROL MOLINA, FINANCE DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council Adopt Resolution No. 2023-xx (Attachment 1) approving the Statement of Investment Policy for FY 2023-2024 (Attachment 2).

BACKGROUND:

Pursuant to California Government Code Section 53646(a)(2), the City Treasurer may annually render a statement of investment policy to the legislative body and any oversight committee, which the legislative body of the local agency shall consider at a public meeting. Any change in the policy shall also be considered by the legislative body of the local agency at a public meeting. City Council reviews and adopts the Invest Policy after City staff presents the policy and any recommended changes to the Finance and Pension Advisory Committee (FiPAC) for review.

The attached Investment Policy has been developed according to the specific needs of the City of Costa Mesa and complies with the California Government Code, guidelines from the California Municipal Treasurer's Association (CMTA), and the Association of Public Treasurers of the United States and Canada (APTUS&C), as well as recommendations by Chandler Asset Management (Chandler), the City's contracted investment manager.

ANALYSIS:

The City Treasurer, contracted investment manager, and staff annually review the Investment Policy, which follows requirements established by California Government Code, and recommend changes based on investment objectives, legislative changes, investment management practices, or the bond market and economy.

One of the City Treasurer's important statutory duties is set forth in California Government Code Section 41001, which states the "city treasurer shall receive and safely keep all money the treasurer receives." The basic premise underlying the City's investment philosophy is and continues to be, to ensure that surplus funds are always safe and available when needed. Criteria for selecting investments and the order of priority are:

1. Safety - It is the primary duty and responsibility of the City Treasurer to protect, preserve, and maintain intact cash and investments placed in trust with the City Treasurer.
2. Liquidity - An adequate percentage of the portfolio should be maintained in liquid short-term securities, which can be converted to cash if necessary to meet disbursement requirements.
3. Yield - The City Treasurer shall obtain the highest possible yield within the parameters of the City's authorized investments, provided the criteria for safety and liquidity have been met.

Chandler reviewed the City's Investment Policy as part of their investment management role to ensure compliance with the California Government Code. There were no material changes to the California Government Code. Therefore, no change is recommended to the City's Investment Policy.

ALTERNATIVES:

Since there have been no changes to the City's Investment Policy, there are currently no alternative options.

FISCAL REVIEW:

There is no fiscal impact. This item is administrative in nature.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council Goal:

- Achieve Long-Term Fiscal Sustainability.

CONCLUSION:

Staff recommends the City Council Adopt Resolution No. 2023-xx (Attachment 1) approving the Statement of Investment Policy for FY 2023-2024 (Attachment 2).

RESOLUTION NO. 2023-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADOPTING THE 2023-2024 STATEMENT OF INVESTMENT POLICY FOR THE CITY, AND DESIGNATING THE FINANCE DIRECTOR, ACTING AS CITY TREASURER, TO INVEST AND REINVEST IDLE MONIES OF THE CITY OF COSTA MESA IN ACCORDANCE WITH THE 2023-2024 STATEMENT OF INVESTMENT POLICY

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the City Council has established and each year approves a Statement of Investment Policy ("Policy") pertaining to idle funds under the control of the City Treasurer; and

WHEREAS, the Policy specifies the City's investment objectives in accordance with California law and provides a framework for managing and investing the City's funds in accordance with these objectives; and

WHEREAS, the Policy provides that it must be reviewed on an annual basis by the Finance and Pension Advisory Committee and approved by the City Council in an open public meeting; and

WHEREAS, on February 23, 2023, the Finance and Pension Advisory Committee reviewed the Policy and approved staff recommendation; and

WHEREAS, the City Council desires to approve the 2023-2024 Policy and delegate authority to the City Treasurer to invest idle funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

1. In accordance with Section 53607 of the California Government Code, the City Council hereby authorizes the Finance Director, acting as the City Treasurer, (a) to invest such portion of idle money in the City Treasury, not required for the immediate necessities of the City as is deemed wise or expedient, in securities in which this City Council is authorized to invest such sums by the provisions of Government Code Section 53601 and Section 53635, in accordance with the provisions of the City's Statement of Investment Policy; and (b) to sell, or exchange for other eligible securities,

and reinvest the proceeds of the securities purchased. The City Treasurer shall make a monthly report of such transactions to the City Council. This delegation shall be valid for one (1) year pursuant to Government Code Section 53607.

- 2. The City Council hereby adopts the 2023-2024 Statement of Investment Policy as set forth in the attached document.
- 3. The City Clerk shall certify to the passage and adoption of this resolution, and it shall be thereupon in full force and effect.

PASSED AND ADOPTED this 20th day of June, 2023.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

THIS PAGE IS RESERVED FOR THE CITY CLERK'S OFFICE.

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2023-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 20th day of June, 2023, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 20th day of June, 2023.

Brenda Green, City Clerk

EXHIBIT A

2022-2023 STATEMENT OF INVESTMENT POLICY

CITY OF COSTA MESA
STATEMENT OF INVESTMENT POLICY
2022-2023

I. GENERAL INTRODUCTION

Under the laws of the State of California, it is the responsibility of the City Treasurer, at the direction of the City Council, to secure and protect the public funds of the City, and to establish proper safeguards, controls, and procedures to maintain these funds in a lawful, rational and auspicious manner. Said maintenance shall include the prudent and secure investment of idle funds, in a manner anticipated to provide additional benefit to the people of the City of Costa Mesa. The City's Finance Director serves as the City Treasurer.

On an annual basis, this Statement of Investment Policy will be reviewed by the Finance and Pension Advisory Committee and approved by the City Council in an open public meeting. It will be provided to securities dealers, banks, and brokers currently approved for conducting investment transactions with the City Treasurer's office in the ongoing effort to manage the investment portfolio; to other affected persons or entities; and to any members of the public wishing to review this document upon request. The Treasurer reserves the right to provide these documents on a cost basis.

II. SCOPE

This Statement of Investment Policy pertains to those idle funds under the control of the Treasurer, designated for the daily ongoing operations of the City; and concerns the deposit, maintenance, safekeeping, and preservation of all such funds, and the investments made with these funds. This Policy does not apply to pension trust funds, deferred compensation funds, and certain other trust or non-operating funds.

III. PURPOSE

The purpose of this Statement of Investment Policy is to provide the City Council, the Finance and Pension Advisory Committee, those involved in servicing the investment requirements of the City, and any other interested party, a clear understanding of the regulations and internal guidelines that will be observed in maintaining and investing City funds. This statement is intended to provide guidelines for the prudent investment of the City's temporary idle cash, and outline the procedures for maximizing the efficiency of the City's cash management system. The ultimate goal of the Investment Policy is to enhance the economic status of the City while safeguarding its assets.

IV. OBJECTIVE

The City's cash management system is designed to accurately monitor and forecast revenues and expenditures, thus enabling the City to invest funds to the fullest extent possible only after the criteria established for safety and liquidity have been met.

The basic premise underlying the City's investment philosophy is and continues to be, to ensure that surplus funds are always safe and available when needed. The City strives to invest all idle funds as near 100 percent as possible, through daily and projected cash flow determinations. Idle cash management and investment transactions are the responsibility of the City Treasurer or his/her designee.

Criteria for selecting investments and the order of priority are:

1. Safety: The safety and risk associated with an investment refers to the potential loss of principal, interest, or a combination of these amounts. The City only operates in those investments that are considered prudent and allowable under current legislation of the State of California Government Code Section 53600 *et seq.* and the general laws of the City of Costa Mesa.
2. Liquidity: This refers to the ability to "cash in" at any moment in time with a minimal chance of losing some portion of principal or interest.
3. Yield: Yield is the potential dollar earnings an investment can provide, and sometimes is referred to as the rate of return.

V. DELEGATION OF INVESTMENT AUTHORITY

Authority to manage the City of Costa Mesa's investment program is derived from City of Costa Mesa Council Resolution No. 20-xx. Management responsibility for the investment program is hereby delegated for Fiscal Year 2020-2021 to the City Treasurer or his/her designee, who shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Procedures should include references to: safekeeping, repurchase agreements, wire transfer agreements, banking service contracts, and collateral/ depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer or his/her designee. The City Treasurer or his/her designee shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

The City may engage the services of an external investment manager to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such an external manager may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such a manager must be registered under the Investment Advisers Act of 1940.

VI. STANDARD OF PRUDENCE

The Treasurer shall perform the investment function in conjunction with the Prudent Investor Standard as set forth in the California Government Code Section 53600.3: "... all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

VII. AUTHORIZED AND SUITABLE INVESTMENTS

All investments will be made in accordance with Sections 53600 *et seq.* of the Government Code of California and as described within this Investment Policy. Permitted investments under this policy include:

1. **Municipal Securities.** These include obligations of the City, the State of California, any other states, and any local agency within the State of California, provided that:
 - a. Long-term obligations are rated "A" or higher, or the equivalent by at least one nationally recognized statistical rating organization (NRSRO);
 - b. The maximum maturity is five years; and
 - c. No more than 5 percent per issuer.
2. **U.S. Treasury** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries.
3. **Federal Agency** or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in government-sponsored enterprises. No more than 35 percent of the portfolio may be invested in any one issuer.
4. **Banker's acceptances** provided that:
 - a. They are issued by institutions with short term debt obligations rated "A-1" or higher, or the equivalent, by at least one **NRSRO**; and have long-term debt obligations which are rated "A" or higher, or the equivalent by at least one **NRSRO**;
 - b. The maturity does not exceed 180 days; and
 - c. No more than 40 percent of the total portfolio may be invested in banker's acceptances and no more than 5 percent per issuer.

5. **Federally insured time deposits** (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:
 - a. The amount per institution is limited to the maximum covered under FDIC; and,
 - b. The maturity of such deposits does not exceed five years.
6. **Time deposits (Non-negotiable certificates of deposit)** in state or federally chartered banks, savings and loans, or credit unions in excess of FDIC insured amounts which shall be fully secured in accordance with California Government Code Section 53652, provided that:
 - a. No more than 20 percent of the portfolio will be invested in a combination of federally insured and collateralized time deposits;
 - b. No more than 5 percent per issuer;
 - c. They are issued by institutions which have long-term debt obligations which are rated "A" or higher, or the equivalent by at least one NRSRO; and/or have short term obligations rated "A-1" or higher, or the equivalent, by at least one NRSRO; and
 - d. The maturity of such deposits does not exceed five years.
7. **Certificate of Deposit Placement Service (CDARS)**
 - a. No more than 30 percent of the total portfolio may be invested in a combination of certificates of deposit including CDARS; and
 - b. The maturity of CDARS deposits does not exceed five years.
8. **Negotiable certificates of deposit (NCDs)** provided that:
 - a. They are issued by institutions which have long-term obligations which are rated "A" or higher, or the equivalent by at least one NRSRO; and/or have short term debt obligations rated "A-1" or higher, or the equivalent, by at least one NRSRO;
 - b. The maturity does not exceed five years; and
 - c. No more than 30 percent of the total portfolio may be invested in NCDs and no more than 5 percent per issuer.
9. **Repurchase agreements** collateralized with securities authorized under the City's Authorized and Suitable Investments (Section VII) of this policy maintained at a level of at least 102 percent of the market value of the repurchase agreements, provided that:
 - a. The maximum maturity of repurchase agreements will be one year;
 - b. No more than 30 percent of the total portfolio may be invested in repurchase agreements;
 - c. Securities used as collateral for repurchase agreements will be delivered to the City's custodian bank (See Section X); and
 - d. The repurchase agreements are the subject of a master repurchase agreement between the City and the provider of the repurchase agreement. The master repurchase agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).

10. **Commercial paper** provided that:
 - a. The maturity does not exceed 270 days from the date of purchase;
 - b. The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million;
 - c. They are issued by institutions whose short term obligations are rated "A-1" or higher, or the equivalent, by at least one **NRSRO**; and whose long-term obligations are rated "A" or higher, or the equivalent by at least one **NRSRO**; and
 - d. No more than 25 percent of the portfolio is invested in commercial paper and no more than 5 percent per issuer.
11. **State of California Local Agency Investment Fund (LAIF)**, provided that:
 - a. The City may invest up to the maximum permitted amount in LAIF; and,
 - b. LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude it from the City's list of allowable investments, provided that the fund's reports allow the Finance Director/Treasurer to adequately judge the risk inherent in LAIF's portfolio.
12. **Orange County Treasurer's Pool** is a special fund in the County Treasury which local agencies may use to deposit funds for investment. The City may not invest more than 35 percent of its surplus money with the Orange County Treasurer's Pool. The County Treasurer charges investment administration fee to all pool participants. Investment earnings are distributed to the pool participants on a monthly basis, net of the administration fee. The earnings are credited to the participant's accounts on either the last day of the month or the first day of the subsequent month.
13. **Corporate medium term notes (MTNs)**, provided that:
 - a. Such notes have a maximum maturity of five years;
 - b. Are issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States;
 - c. Are rated "A" category or better, or the equivalent by at least one **NRSRO**; and
 - d. Holdings of medium-term notes may not exceed 30 percent of the portfolio and no more than 5 percent per issuer.
14. **Mortgage pass-through securities, collateralized mortgage obligations, and asset-backed securities**, provided that such securities:
 - a. Have a maximum stated final maturity of five years;
 - b. Be issued by an issuer having an "A" or higher rating, or the equivalent for the issuer's debt as provided by an **NRSRO**;
 - c. Be rated in a rating category of "AA" or better, or its equivalent by an **NRSRO**; and
 - d. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio and no more than 5 percent per issuer.

15. **Money market mutual funds** that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940:
- a. Provided that such funds meet either of the following criteria:
 1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSRO; or
 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code Section 53601 (a through j) and with assets under management in excess of \$500 million.
 - b. Purchase of securities authorized by this subdivision may not exceed 20 percent of the portfolio.
16. **Supranational securities** of United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with remaining maturity up to five years, and eligible for purchase and sale within the United States. Investment under this section shall be rated "AA" or higher, or the equivalent by an NRSRO and shall not exceed 15 percent of the portfolio. No more than 5 percent of the portfolio shall be invested in one issuer.

VIII. INVESTMENT OF BOND PROCEEDS

When investing proceeds from the issuance of bonds, the City of Costa Mesa will follow this Investment Policy when determining allowable investments. Should the trust agreement of a particular bond issue be more restrictive than the City's policy on permitted investments, then the trust agreement will take precedence.

IX. CITY CONSTRAINTS

The City Treasurer or his/her designee will evaluate local banks and savings institutions and may invest idle cash funds with such institutions when the criteria for prudent investment previously stated are met. The City operates its investment pool according to State and self-imposed constraints. Any investment extending beyond a five-year period requires prior City Council approval. Additionally, a minimum of 20 percent of the outstanding investments must mature within a one-year time period.

X. SAFEKEEPING AND COLLATERALIZATION

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (**DVP**) basis. Securities purchased shall be held in third party safekeeping in the Trust Department of a financial institution, in the City's name and control. The account established shall be protected from seizure by creditors should the financial institution holding the City's securities file for bankruptcy protection.

Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, a minimum collateralization level is required.

Surplus funds must be deposited in State or national banks, State or Federal savings and loan associations, or State or Federal credit unions within the State of California. The deposits cannot exceed the amount of the bank's or savings and loan's paid-up capital and surplus.

The bank or savings and loan must secure public funds deposits with eligible securities having a market value of 110 percent of the total amount of the deposits. State law also allows as an eligible security, first trust deeds having a value of 150 percent of the total amount of the deposits. A third class of collateral is 105 percent in the form of a letter of credit drawn on the Federal Home Loan Bank.

The City Treasurer or his/her designee may waive security for that portion of a deposit, which is insured pursuant to Federal law. Currently, the first \$250,000 of a deposit is federally insured and deposits in excess of \$250,000 are collateralized as previously indicated.

XL PORTFOLIO **RISK** MANAGEMENT

A. Prohibited investment vehicles and practices

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options, or stocks.
2. In accordance with Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited.
4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
5. Purchasing or selling securities on margin is prohibited.
6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
7. The purchase of foreign currency denominated securities is prohibited.

B. Mitigating credit risk in the portfolio

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in Section VII are designed to mitigate credit risk in the portfolio;
2. No more than 5 percent of the total portfolio may be invested in securities of any single issuer, other than the U.S. Government, its agencies and enterprises;
3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences; and

4. If securities owned by the City are downgraded by an NRSRO to a level below the quality required by this Investment Policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
 - a. If a security is downgraded, the Finance Director/Treasurer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
 - b. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

C. Mitigating market risk in the portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cashflow purposes. The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1. The City will maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements;
2. The maximum percent of callable securities (does not include "make whole call" securities as defined in the Glossary) in the portfolio will be 20 percent;
3. The maximum stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy; and
4. The duration of the portfolio will at all times be approximately equal to the duration (typically plus or minus 20 percent) of a Market Benchmark Index selected by the City based on the City's investment objectives, constraints and risk tolerances. The City's current Benchmark will be documented in the investment guidelines.

XII. POLICY COMPLIANCE REGULATIONS

Should the portfolio, for any reason, fall out of compliance with this Investment Policy, immediate liquidation of securities in order to bring the portfolio back into compliance is not required. However, the Treasurer must take action to bring the portfolio into compliance within 12 months from the date the portfolio was determined to be in non-compliance with the provisions of this Investment Policy so long as the action is deemed to be prudent under then current market conditions. Additionally, adequate disclosure as to all instances of noncompliance, and the efforts undertaken to bring the portfolio into compliance, must be made on the monthly Treasurer's Report.

XIII. REPORTING

Under provisions of Section 53646 of the California Government Code, the Treasurer or his/her designee shall render a quarterly investment report to the City Council, the City Manager, and the City Attorney within 30 days following the end of the quarter covered by the report. However, as a matter of practice, a monthly report shall be submitted listing the type of investments, institution, date of maturity, par value, amount of deposit, rate of interest, current market value for all securities, and such other data as may be required by the City Council on a monthly basis. Furthermore, a Finance and Pension Advisory Committee comprised of the following individuals will meet quarterly to review the City's portfolio and investment strategy.

- Mayor, or his/her designee
- City Treasurer
- Assistant Finance Director
- Revenue Supervisor
- Eleven Committee Members appointed by City Council who are either residents or conduct business within the City and have experience in banking, securities trading, or financial planning.

Monthly reports

Monthly investment reports will be submitted by the City Treasurer or his/her designee to the City Council members, the City Manager and the Finance and Pension Advisory Committee. These reports will disclose, at a minimum, the following information about the risk characteristics of the City's portfolio:

1. An asset listing showing par value, cost and accurate and complete market value of each security, type of investment, issuer, and interest rate;
2. Monthly transactions for the period;
3. A one-page summary report that shows:
 - a. Average maturity of the portfolio and modified duration of the portfolio;
 - b. Maturity distribution of the portfolio;
 - c. Average portfolio credit quality; and,
 - d. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months, year to date, and since inception compared to the Benchmark Index returns for the same periods;
4. A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code Section 53600 *et seq.*, including a justification for their presence in the portfolio and a timetable for resolution; and,
5. A statement that the City has adequate funds to meet its cash flow requirements for the next six months.

X AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence described in the investment procedures manual. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

- A. The City Finance Director/Treasurer will determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with the City include:
 - 1. Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers;
 - 2. Nationally or state-chartered banks;
 - 3. The Federal Reserve Bank; and,
 - 4. Direct issuers of securities eligible for purchase.
- B. Selection of financial institutions and broker/dealers authorized to engage in transactions with the City will be at the sole discretion of the City.
- C. All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Finance Director/Treasurer with a statement certifying that the institution has reviewed the California Government Code Section 53600 *et seq.* and the City's Investment Policy.
- D. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser.
- E. Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

XV. POLICY REVIEW

This Statement of Investment Policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law, financial and economic trends.

Should conditions change or legislation become effective that behooves subsequent changes or a liberalization of terms within the policy during the next fiscal year, the revised policy will be submitted to both the Finance and Pension Advisory Committee and Council for adoption of the recommended action.

XVI. INVESTMENT OBJECTIVES (PERFORMANCE STANDARDS AND EVALUATION)

- A. **Overall objective:** The investment portfolio will be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.
- B. **Specific objective:** The investment performance objective for the portfolio will be to earn a total rate of return over a market cycle which is approximately equal to the return on the Market Benchmark Index as described in the City's investment guidelines.

CITY OF COSTA MESA

INVESTMENT GUIDELINES AND STRATEGY

- I. **GUIDELINES** - Guidelines are established to direct and control activities in such a manner that previously established goals are achieved.
1. **Investment Transactions.** Investment transactions will be periodically reviewed by the Treasurer or his/her designee.
 2. **Pooled Cash.** Whenever practical, City cash is consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated monthly according to month-end cash and investment balances for each fund.
 3. **Competitive Bids.** Purchase and sales of securities are made on the basis of competitive offers and bids when practical.
 4. **Cash Forecast.** The cash flow for the City is analyzed with the receipt of revenues and maturity of investments scheduled so that adequate cash will be available to meet disbursement requirements.
 5. **Investment Limitations.** Security purchases and holdings are maintained within statutory limits imposed by the California Government Code. Current limits are:

Bankers' Acceptances	40% Section 53601(g)
Commercial Paper	25% Section 53601(h)
Negotiable Certificates of Deposit	30% Section 53601(i)
Medium Term Notes	30% Section 53601(k)
Money Market Mutual Funds	20% Section 53601(l)
Asset-Backed/Mortgage-Backed Securities	20% Section 53601(o)
Federal Agency restriction	35% per Agency Section VII of Policy
Local Agency Investment Fund	\$65,000,000 maximum allowed per Section VII of Policy
Orange County Treasurer's Pool	35% per Section VII of Policy
Supranational Securities	15% per Section VII of Policy
Portfolio Maturing within one year	20% per Section IX of Policy
 6. **Liquidity.** The marketability of a security is considered at the time of purchase, as the security may have to be sold at a later date to meet unanticipated cash demands.
 7. **Diversification.** The portfolio should consist of a mix of various types of securities, issuers, and maturities.

CITY OF COSTA MESA

INVESTMENT GUIDELINES AND STRATEGY (Continued)

8. Evaluate Certificates of Deposit
 - (a) Certificates of Deposit shall be evaluated in terms of FDIC coverage. For deposits in excess of the FDIC insured maximum, approved collateral at full market value shall be required. (California Government Code Section 53652)
 - (b) Negotiable Certificates of Deposit shall be evaluated in terms of the credit worthiness of the issuer, as these deposits are uninsured and uncollateralized promissory notes.
9. Benchmark Index. The portfolio has a performance index of ICE BofAML 1-5 Year US Treasury & Agency Index. This index includes all securities with a remaining term to final maturity less than five years.

II. STRATEGY - Strategy refers to the ability to manage financial resources in the most advantageous manner.

1. Economic Forecasts. Economic Forecasts are obtained periodically from economists and financial experts through bankers and brokers to assist the Treasurer or his/her designee with the formulation of an investment strategy for the local agency.
2. Implementing Investment Strategy. Investment transactions are executed which conform with anticipated interest rate trends and the current investment strategy plan.
3. Rapport. A close working relationship is maintained with large vendors of the City. The objective is to pinpoint when large disbursements will clear the City's bank account. It is essential for good cash control that such large expenditures be anticipated, estimated as to dollar amount, and communicated to the Treasurer or his/her designee for liquidity planning purposes.
4. Preserve Portfolio Value. Field standards are developed in order to maintain earnings near the market and to preserve the value of the portfolio.

CITY OF COSTA MESA
INVESTMENT PROCEDURES
INTERNAL CONTROL - GUIDELINES

OBJECTIVES OF INTERNAL CONTROL

Internal control is the plan of organization and all the related systems established by the management's objective of ensuring, as far as practicable:

- The orderly and efficient conduct of its business, including adherence to management policies.
- The safeguarding of assets.
- The prevention or detection of errors and fraud.
- The accuracy and completeness of the accounting records.
- The timely preparation of reliable financial information.

LIMITATIONS OF INTERNAL CONTROL

No internal control system, however elaborate, can by itself guarantee the achievement of management's objectives. Internal control can provide only reasonable assurance that the objectives are met, because of its inherent limitations, including:

- Management's usual requirement that a control be cost-effective.
- The direction of most controls at recurring, rather than unusual, types of transactions.
- Human error due to misunderstanding, carelessness, fatigue, or distraction.
- Potential for collusion that circumvents controls dependent on the segregation of functions.
- Potential for a person responsible for exercising control abusing that responsibility; a responsible staff member could be in a position to override controls which management has set up.

CITY OF COSTA MESA
INVESTMENT PROCEDURES
INTERNAL CONTROL - GUIDELINES
(Continued)

ELEMENTS OF INTERNAL CONTROL

Elements of a system of internal control are the means by which an organization can satisfy the objectives of internal control. These elements are:

1. **ORGANIZATION**
Specific responsibility for the performance of duties should be assigned and lines of authority and reporting clearly identified and understood.
2. **PERSONNEL**
Personnel should have capabilities commensurate with their responsibilities. Personnel selection and training policies together with the quality and quantity of supervision are thus important.
3. **SEGREGATION OF FUNCTIONS**
Segregation of incompatible functions reduces the risk that a person is in a position both to perpetrate and conceal errors or fraud in the normal course of duty. If two parts of a transaction are handled by different people, collusion is necessary to conceal errors or fraud. In particular, the functions that should be considered when evaluating segregation of functions are authorization, execution, recording, custody of assets, and performing reconciliations.
4. **AUTHORIZATION**
All transactions should be authorized by an appropriate responsible individual. The responsibilities and limits of authorization should be clearly delineated. The individual or group authorizing a specific transaction or granting general authority for transactions should be in a position commensurate with the nature and significance of the transactions. Delegation of authority to authorize transactions should be handled very carefully.
5. **CONTROLS OVER AN ACCOUNTING SYSTEM**
Controls over an accounting system include the procedures, both manual and computerized, carried out independently to ascertain that transactions are complete, valid, authorized, and properly recorded.

CITY OF COSTA MESA

CASH CONTROLS

PROCEDURES PERFORMED BY EXTERNAL AUDITORS WITH RESPECT TO CASH RECEIPTS

- A. City procedures and controls are reviewed. Some of the system strengths are:
1. Receipts are controlled upon receipt by proper registration devices.
 2. Receipts are reconciled on a daily basis.
 3. Amounts are deposited intact.
 4. All bank accounts are authorized by City Manager.
 5. Cash counts are done by two or more individuals.
 6. Bank reconciliations are reviewed.
 7. Prompt posting of cash receipt entries in books.
 8. Receipt forms are prenumbered, accounted for, and physically secured.
 9. Proper approval required for write-offs of customer accounts.
 10. Checks are restrictively endorsed upon receipt or when run through cash register.
 11. Adequate physical security over cash.
 12. Individuals that handle cash do not post to customer account records or process billing statements.
 13. Adequate supervision of Finance Department operations.
- B. Significant revenues are confirmed directly with payor and compared with City books to make sure amounts are recorded properly.
- C. Cash balances are substantiated by confirming all account balances recorded in books. Bank reconciliations are reviewed for propriety and recalculated by the auditor. All significant reconciling items on bank reconciliations are verified as valid reconciling items by proving to subsequent bank statements.

CITY OF COSTA MESA

**SEGREGATION OF RESPONSIBILITIES OF
THE TREASURY FUNCTIONS**

<u>Function</u>	<u>Responsibility</u>
1. Authorization of investment transactions:	
Formal investment policy should be:	
* Prepared by:	City Treasurer
* Submitted to:	City Council
Investment transactions should be approved by	City Treasurer and/or External Investment Manager
2. Execution of investment transactions	Assistant Finance Director and/or Revenue Supervisor and/or External Investment Manager
3. Investment transactions approved for compliance with investment policy and/or State law	Assistant Finance Director and/or External Investment Manager
4. Timely recording of investment transactions:	
Recording of investment transactions in the Treasurer's records	Revenue Supervisor
Recording of investment transactions in the accounting records	Accounting Supervisor and/or Accountant
5. Verification of investment, i.e., match broker confirmation to Treasurer's records	Assistant Finance Director and/or Revenue Supervisor and/or External Investment Manager
6. Safeguarding of assets and records:	
Reconciliation of Treasurer's records to the accounting records	safekeeping records
Reconciliation of Treasurer's records to bank statements and	

Revenue Supervisor

Accounting Supervisor
and/or Accountant

CITY OF COSTA MESA

**SEGREGATION OF RESPONSIBILITIES OF
THE TREASURY FUNCTIONS
(Continued)**

<u>Function</u>	<u>Responsibility</u>
6. Safeguarding of Assets and Records (continued): Annual review of (a) financial institution's financial condition, (b) safety, liquidity, and potential yields of investment instruments.	Assistant Finance Director with Treasurer's approval
7. No less than an annual review of investment portfolio as prepared by Treasurer including: <ul style="list-style-type: none">• Investment types• Purchase Price• Par values• Market values• Maturity dates• Investment yields• Conformance to stated investment policy• Safekeeping reports	External Independent Auditors
8. Periodic review of investment portfolio and strategies.	Finance and Pension Advisory Committee

Glossary of Investment Terms

AGENCIES. Shorthand market terminology for any obligation issued by *a government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

ASKED. The price at which a seller offers to sell a security.

ASSET BACKED SECURITIES. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

AVERAGE LIFE. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER'S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

BENCHMARK. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BID. The price at which a buyer offers to buy a security.

BROKER. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COST YIELD. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

CURRENT YIELD. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

DEBENTURE. A bond secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

FEDERAL FUNDS RATE. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

FEDERAL OPEN MARKET COMMITTEE. A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL AGENCY INVESTMENT FUND (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

LOCAL GOVERNMENT INVESTMENT POOL. Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum

payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MARKING TO MARKET. The process of posting current market values for securities in a portfolio.

MATURITY. The final date upon which the principal of a security becomes due and payable.

MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MORTGAGE PASS-THROUGH SECURITIES. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATINGS ORGANIZATION (NRSRO).

A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CD. A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

PREMIUM. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

PREPAYMENT SPEED. A measure of how quickly principal is repaid to investors in mortgage securities.

PREPAYMENT WINDOW. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRUDENT PERSON (PRUDENT INVESTOR) RULE. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

REALIZED YIELD. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

REGIONAL DEALER. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to bank customers whereby securities are held by the bank in the customer's name.

STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATIONAL. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

VOLATILITY. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1269

Meeting Date: 6/20/2023

TITLE:

AMENDMENT NUMBER THREE TO PROFESSIONAL SERVICES AGREEMENT WITH LYONS SECURITY SERVICE, INC.

DEPARTMENT: PARKS AND COMMUNITY SERVICES

PRESENTED BY: JASON MINTER, PARKS AND COMMUNITY SERVICES
DIRECTOR

CONTACT INFORMATION: JASON MINTER, PARKS AND COMMUNITY SERVICES
DIRECTOR (714) 754 - 5009

RECOMMENDATION:

Staff recommends the City Council:

1. Approve proposed Amendment No 3 to the Professional Services Agreement (PSA) with Lyons Security Services, Inc., increasing the maximum compensation by \$45,000 for unarmed security guard services for the Lions Park Campus and the Costa Mesa Senior Center, for a total not-to-exceed amount of \$300,000 with a contingency of 10%, or \$30,000, for a total amount of \$330,000.
2. Authorize the City Manager and City Clerk to execute the agreement and all future amendments to the Professional Services Agreement.

BACKGROUND:

The City entered into a professional services agreement to provide security guard services at the Costa Mesa Senior Center (CMSC) in 2014 when the City assumed operations of the facility. In January 2019, City Council approved additional security guard services for the Lions Park Campus on a 24/7/365 basis to monitor activity on the entire campus.

In March 2019, a Request for Proposals (RFP) was released for security guard services at both Lions Park and the Senior Center. Subsequently, in June 2019, City Council approved a Professional Services Agreement (PSA) with Lyons Security for a two (2) year term with three (3) one-year renewal options. This agreement also included an annual Not-to-Exceed (NTE) amount of \$255,000 with a contingency of 10%, or \$25,500, for a total amount of \$280,500.

In 2020, security guard services at the Senior Center were halted as a cost saving measure due to facility closures caused by the COVID-19 pandemic. Security guard services did not resume at the Senior Center until March 2022 when it was determined by staff that the entirety of Lions Park and

the Senior Center could not be adequately patrolled by a single security guard.

In July 2022, the City and Lyons Security Service amended the agreement to enter into the second renewal period for Fiscal Year (FY) 2022-23. In addition to extending the term of the agreement, Amendment Number Two also included an hourly rate increase along with the reinstatement of full services from the original agreement.

ANALYSIS:

The need for security guard services at both the Lions Park Campus and the Costa Mesa Senior Center continues to be a priority and aligns with the City Council Strategic Plan goal to Strengthen the Public's Safety and Improve the Quality of Life. In evaluating the existing agreement, it was determined that the NTE contract amount and contingency was not increased with Amendment Two, and remains at \$280,500 annually, despite the increase in hourly rates for security guard personnel for FY 2022-23 as stipulated in the Amendment.

Currently, the projected cost to the City for security guard services through June 30, 2023, totals \$285,000, which is \$4,500 more than the NTE and contingency. This request is to increase the NTE amount of the PSA with Lyons Security to \$300,000 to cover the shortage in FY 2022-23 and to fully fund security guard services through June 30, 2024.

ALTERNATIVES:

City Council may direct staff to alter security guard services hours at the Costa Mesa Senior Center and Lions Park; however, staff does not recommend this action as the public's safety and monitoring activity at these City facilities is a priority.

FISCAL REVIEW:

Funding for security guard services is available in the Parks and Community Services Department operating budget for FY 2022-23 and FY 2023-24.

LEGAL REVIEW:

The City's Attorney's Office has reviewed this report and approved 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 proposed Amendment No 3 to the Professional Services Agreement (PSA) with Lyons Security Services, Inc., increasing the maximum compensation by \$45,000 for unarmed security guard services for the Lions Park Campus and the Costa Mesa Senior Center, for a total not-to-exceed amount of \$300,000 with a contingency of 10%, or \$30,000, for a total amount of \$330,000.
2. Authorize the City Manager and City Clerk to execute the agreement and all future amendments to the Professional Services Agreement.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1189

Meeting Date: 6/20/2023

TITLE:

SMART CAMP MEMORANDUM OF UNDERSTANDING

DEPARTMENT: PARKS AND COMMUNITY SERVICES

PRESENTED BY: JASON MINTER, PARKS AND COMMUNITY SERVICES
DIRECTOR

CONTACT INFORMATION: JASON MINTER, PARKS AND COMMUNITY SERVICES
DIRECTOR, (714) 754-5009

RECOMMENDATION:

Staff recommends the City Council approve the Memorandum of Understanding (MOU) between the City and Newport-Mesa Unified School District to provide SMART Camp to Costa Mesa residents and authorize the City Manager and City Clerk to execute the agreement and future amendments to the agreement.

BACKGROUND:

Sports, Music, and Art (SMART) Camp is a free summer camp provided to Costa Mesa's youth through a joint partnership between the City of Costa Mesa (City) and the Newport Mesa Unified School District (NMUSD). SMART Camp includes three different program areas in which participants receive instruction in various sports, through different artistic mediums, and with a variety of musical instruments. NMUSD Teachers and Coaches provide coordination and instruction in these program areas. Participation is limited to Costa Mesa residents entering 4th through 8th grades.

SMART Camp has been a joint partnership since 2014, with the City handling marketing and registration, and funding all NMUSD teachers and coaches that are hired as SMART Camp contract instructors/coordinators. Over the years, NMUSD has provided busing, nutrition, and use of various camp equipment, classrooms, facilities and fields. In 2019, the League of Cities recognized SMART Camp for its innovative approach to providing high quality enrichment programming to the City's youth free of charge.

ANALYSIS:

SMART Camp is a highly successful program that has approximately 1,000 enrollments on an annual basis. Planning for SMART Camp requires coordination from various City and NMUSD staff to ensure the camp's execution is a success. There is traditionally a kick-off meeting in late January, with planning taking place through the month of May. SMART Camp is conducted exclusively on NMUSD property and occurs on campus simultaneously with NMUSD summer school sessions.

In prior years, the planning process between NMUSD and the City had been largely informal. SMART Camp has grown in popularity and is now a staple of the Parks and Community Services Department's summer offerings.

The request to create an official Memorandum of Understanding to formalize responsibilities of each party became a necessity due to the expansive scope of SMART Camp's components in conjunction with staff turnover at the City and NMUSD.

This memorandum of understanding (MOU) between the City and NMUSD largely describes the camp as it has occurred since 2014. City staff have conferred with NMUSD staff on the substance of the agreement and arrived at the current draft in mutual agreement (Attachment 1). This agreement is set to go before the NMUSD School Board on June 13, 2023. The term of the agreement is retroactive to June 12, 2023, the first day of 2023 SMART Camp. The term shall continue for a period of five (5) years, ending on August 20, 2028, and will automatically renew every five (5) years thereafter.

One change that is not specifically stated in the MOU, but was recommended by the City Attorney and Risk Manager, is the implementation of additional liability insurance for the contracted teachers and coaches. This additional policy is being implemented for the current SMART Camp program.

ALTERNATIVES:

City Council may direct staff to continue the planning and operation of SMART Camp with NMUSD on an informal basis.

FISCAL REVIEW:

The SMART Camp program is currently included in the Parks and Community Services Department's annual operating budget.

LEGAL REVIEW:

The City's Attorney's Office has reviewed this report and approves it 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:

SMART Camp is an exciting and engaging camp experience that provides valuable enrichment opportunities to our youth in the community. The combination of Sports, Music, and Art in one camp has created a well-rounded program that, with the help of NMUSD teachers and coaches, can improve the quality of life here in the City of Costa Mesa.

Therefore, staff recommends the City Council approve the Memorandum of Understanding (MOU) between the City and Newport-Mesa Unified School District to provide SMART Camp to Costa Mesa residents and authorize the City Manager and City Clerk to execute the agreement and future amendments to the agreement.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF COSTA MESA
AND THE NEWPORT MESA UNIFIED SCHOOL DISTRICT (NMUSD)
FOR SPORTS, MUSIC, AND ART (SMART) CAMP**

This Memorandum of Understanding ("Agreement"), entered into this 12 day of June, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and the NEWPORT MESA UNIFIED SCHOOL DISTRICT (NMUSD), to establish joint programming opportunities for the benefit of youth in Costa Mesa.

MISSION STATEMENT

It is the stated goal of this Agreement to have a working partnership between the City and NMUSD to provide a seasonal Sports, Music, and Art (SMART) Camp to the community's youth at no cost to the participants.

RECITALS

Whereas, City is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California.

Whereas, NMUSD is a government entity that provides public elementary and/or secondary education to students within a specific territory.

Whereas, the City is committed to providing programs and services in an equitable manner that enrich the lives of its youth and whose desire it is to expand its services to reach as many youth as possible.

Whereas, NMUSD in partnership with the Costa Mesa - Newport Beach communities, has a mission to graduate students who have acquired the knowledge, skills, and attitudes necessary to achieve significant career, educational, civic, and personal goals, which will enrich our society.

Whereas, NMUSD and the City have collaborated to provide free summer instructional classes in sports, music, and art on NMUSD campuses, taught by NMUSD teachers and coaches, to the community's youth since 2014.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, City and NMUSD agree as follows:

1.0 TERM

The term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years, ending on August 30, 2028, and will automatically renew every five

(5) years thereafter, provided both parties are in agreement and unless previously terminated as provided herein.

2.0 SMART CAMP OPERATION

2.1 Structure

- (a) SMART Camp will consist of a series of instructional classes separated into three components: 1) sports, 2) music, and 3) visual and performing arts.
- (b) Each component of SMART Camp shall be led by a Camp Coordinator. Coordinators shall develop the course curriculum, select classrooms and athletic facilities, procure Camp equipment, and supervise SMART Camp Instructors.
- (c) SMART Camp Instructors will provide instruction to Camp participants under the general supervision of the Camp Coordinator.
- (d) SMART Camp Instructors and Coordinators shall be compensated by the City as independent contractors but must hold qualifications as determined by NMUSD, or another district in Orange County, as teachers or coaches in good standing and must maintain all relevant certifications and credentials required of those positions.
- (e) Each component of SMART camp shall provide adequate instruction to accommodate all skill levels of each activity.
- (f) The sports component shall exclude any aquatic-related activities or sports and any use of artificial turf fields.
- (g) SMART Camp shall require advance participant registration; drop-in participation will not be permitted.
- (h) SMART Camp will be limited to Costa Mesa residents and NMUSD students entering the fourth through eighth grades.
- (i) SMART Camp must be free to all eligible participants.

2.2 Duration

- (a) SMART Camp shall take place only within the summer season, as established by the NMUSD academic calendar.
- (b) Sports, Music, and Art components will not exceed twelve (12) total class sessions.

- (c) Art and Music class sessions will be held daily on weekdays unless otherwise noted for holidays, will not take place more than 4 days per week, and may not exceed three (3) hours in length per day. Sports class sessions will be held daily on weekdays unless otherwise noted, will not take place more than 4 days per week, and may not exceed two (2) hours in length.

2.3 Location

- (a) SMART Camp shall be conducted exclusively on the designated NMUSD campuses, as determined by NMUSD, and no portion of the camp shall be held off NMUSD property.

3.0 CITY RESPONSIBILITIES

3.1 Staff

- (a) City will provide a primary staff liaison to represent the City during the planning and operation of SMART Camp.
- (b) City will provide ancillary staff prior to and through the duration of SMART Camp to assist with handling class registration and to provide a point of contact for the public.
- (c) City will employ NMUSD personnel as independent contract Instructors and Coordinators for the agreed upon duration of SMART Camp.
- (d) All independent contractors will report to and be supervised by the City's designated staff liaison.

3.2 Marketing & Registration

- (a) City will prepare and disseminate marketing and registration materials to promote SMART Camp.
- (b) City staff will seek NMUSD approval on all materials prior to dissemination containing both the City and NMUSD insignia.
- (c) City shall be the exclusive point of contact for registration for SMART Camp, offering online and in-person registration throughout the duration of camp.

- (d) City shall require parent and/or guardian signatures of all Camp participants on waivers that indemnify and hold harmless both the City and NMUSD prior to participation in any Camp activities.
- (e) City shall maintain accurate participant records, including participant contact information and camp rosters, in accordance with City's Record Retention Schedule.
- (f) City will provide registration information and statistics to NMUSD upon request.
- (g) If NMUSD elects to provide transportation as stipulated in Section 4.4 (a), City will provide relevant NMUSD personnel with weekly transportation rosters beginning the week prior to Camp's start date and through Camp's conclusion.

3.3 Funding

- (a) City will allocate funding to pay NMUSD personnel as contracted instructors for the duration of SMART camp as established in Section 2.2 of the Memorandum of Understanding.
- (b) SMART Camp Coordinator and Instructor hourly wage shall be based off the NMUSD's salary schedule.
- (c) The City will provide funding to NMUSD for the purchase camp materials. The amount of funding provided will be mutually agreed upon by NMUSD and City on an annual basis.

3.4 Miscellaneous

- (a) City shall be responsible for placing adequate directional signage at the designated camp location and removing signage materials at the conclusion of camp.
- (b) City will handle minor disciplinary issues with camp participants in accordance with the City's Disciplinary Rules and Regulations for youth camps and programs. City staff shall report all disciplinary issues to NMUSD that include, but are not limited to: criminal behavior, unlawful harassment, and suspected instances of child abuse.

4.0 NMUSD DUTIES

4.1 Staff

- (a) NMUSD personnel authorized to allocate space on NMUSD property for the purposes of conducting SMART Camp in coordination with NMUSD summer school activities and programs shall participate in SMART Camp planning meetings with City staff beginning in February of each calendar year.
- (b) NMUSD will make recommendations to the City on qualified personnel to serve as Camp Coordinators as described in 2.1 (a) and 2.1 (b). Once selected, and prior to working as independent contractors for the City, Coordinators will attend planning meetings with aforementioned NMUSD and City personnel.
- (c) NMUSD may allow its interested and eligible employees to work as independent contractors for the City for the duration of SMART Camp, subject to the following conditions:
 - (i) NMUSD employees shall not be required to work as independent contractors for the City for SMART Camp and may decline to participate at their discretion.
 - (ii) NMUSD employees who choose to work as independent contractors for the City during SMART Camp shall do so on a voluntary basis and shall be compensated as independent contractors by the City.
 - (iii) NMUSD employees who work as independent contractors for the City during SMART Camp shall neither be considered employees of the City nor NMUSD, and the City nor NMUSD shall not be responsible for providing them with any employee benefits, including workers' compensation, unemployment insurance, or any other benefits that may be available to City or NMUSD employees.
 - (iv) NMUSD employees who work as independent contractors for the City during SMART Camp shall be subject to the City's policies and procedures governing independent contractors, including but not limited to those related to insurance, liability, and compliance with all applicable laws and regulations.
- (d) In addition to joint planning meetings beginning in February, NMUSD will allocate limited staff time to allow for the planning and preparation of SMART Camp, which may include: producing or procuring camp materials and equipment, planning curriculums, and establishing a Camp Instructor roster.

- (e) NMUSD will provide on-site contact information for custodial personnel for the duration of SMART Camp.

4.2 Facilities and Equipment

- (a) NMUSD will reserve athletic facilities and classrooms, that it deems most appropriate, prior to the beginning of SMART Camp for the agreed upon duration of Camp.
- (b) NMUSD will reserve and coordinate use of NMUSD-owned athletic equipment, musical instruments, art materials, and use of any other relevant equipment with Camp Coordinators prior to and throughout the duration of SMART Camp.
- (c) NMUSD will ensure SMART Camp classrooms, athletic fields, and all pedestrian walkways from the exterior of the campus are accessible prior to the beginning of SMART Camp and are locked and secured at the end of SMART Camp.
- (d) NMUSD will provide established emergency procedures for the designated SMART Camp location(s). This may include but is not limited to: emergency procedures for fires, earthquakes, and campus lockdowns; designated evacuations routes; and designated rally points.
- (e) NMUSD will provide limited space to City for storage of a portable canopy, a folding table, and a supply box for the purpose of supporting on-site and day-of registration at select dates during the duration of SMART Camp.

4.3 Marketing

- (a) NMUSD will provide free access to distribute SMART camp flyer through PeachJar.
- (b) NMUSD insignia shall be printed on all marketing and registration materials alongside City insignia for joint program display.

4.4 Transportation

- (a) NMUSD may elect to provide transportation to or from SMART Camp at the expense of the NMUSD. If NMUSD elects to provide transportation, NMUSD transportation staff shall provide the City with route plans with accurate drop-off and pick-up times prior to the established SMART Camp registration date. Transportation staff will

remain in communication with City staff throughout the duration of SMART Camp to ensure safe transit for all eligible participants.

4.5 Nutrition

- (a) NMUSD may elect to provide meals to SMART Camp participants, free of charge, as a part of its summer nutritional program, if camp sessions take place in the morning and in the afternoon.

5.0 TERMINATION

NMUSD or City may terminate this Agreement without cause at any time, by giving one hundred-eighty (180) days' written notice to the other party. The notice shall be deemed given when personally delivered to the NMUSD or City representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage paid, and addressed to the appropriate representative as specified in this Agreement.

6.0 INDEMNIFICATION

6.1 NMUSD Obligations NMUSD agrees to defend, indemnify, and hold harmless City, its elected and appointed officials, officers, agents, employees, and volunteers from and against any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or in any way connected with NMUSD's negligent performance of this Agreement. NMUSD assumes workers' compensation liability for injury or death of its officers, agents, employees, and volunteers, and, except as provided herein, assumes no workers' compensation responsibility for the elected and appointed officials, officers, and employees of the City.

6.2 City Obligations City agrees to defend, indemnify, and hold harmless NMUSD, its officers, agents, employees, and volunteers harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or in any way connected with City's negligent performance of this Agreement. Except as provided herein, City assumes workers' compensation liability for injury or death of its elected and appointed officials, officers, and employees, and assumes no workers' compensation responsibility for the officers, agents, employees, and volunteers of NMUSD.

7.0 ASSIGNMENT

This Agreement may not be assigned or transferred by either Party without the express written consent of the other Party.

8.0 NOTICE/REPRESENTATIVES

The City and NMUSD have designated the following representatives to receive notices and act on their agency's behalf in the administration of this Agreement.

CITY: Parks and Community Services Director
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

DISTRICT: Assistant Superintendent of Secondary Education
2985 Bear Street
Costa Mesa, CA 92627

9.0 NO THIRD PARTY BENEFICIARIES

This Agreement, including, but not limited to, the indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create any benefit or liability to third parties.

10.0 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.

11.0 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.

12.0 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.

13.0 AMENDMENTS

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

14.0 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.

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

CITY OF COSTA MESA:

By: _____ Date: _____
Mayor

By: _____ Date: _____
City Manager

NEWPORT MESA UNIFIED SCHOOL DISTRICT (NMUSD):

By: _____ Date: _____
Kerrie Torres, Assistant Superintendent
Secondary Education

ATTEST:

_____ Date: _____
City Clerk
City of Costa Mesa

CITY: APPROVED AS TO FORM:

City Attorney
City of Costa Mesa

NMUSD: APPROVED AS TO FORM:

Kerrie Torres, Assistant Superintendent
Secondary Education

CITY: APPROVED AS TO CONTENT:

Parks and Community Services Director
City of Costa Mesa

Date: _____



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1271

Meeting Date: 6/20/2023

TITLE:

COMPENSATION PLAN AND SALARY SCHEDULE REVISIONS FOR DESIGNATED CLASSIFICATIONS REPRESENTED BY THE COSTA MESA CITY EMPLOYEES ASSOCIATION AND THE COSTA MESA DIVISION MANAGERS ASSOCIATION

DEPARTMENT: CITY MANAGER'S OFFICE - HUMAN RESOURCES DIVISION

PRESENTED BY: KASAMA LEE, HUMAN RESOURCES MANAGER

CONTACT INFORMATION: KASAMA LEE, HUMAN RESOURCES MANAGER, (714) 754-5169

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt Resolution Number 2023-XX revising the pay ranges for designated classifications represented by the Costa Mesa City Employees Association.
2. Adopt Resolution Number 2023-XX revising the pay ranges for designated classifications represented by the Costa Mesa Division Managers Association.

BACKGROUND:

The Costa Mesa City Employees Association (CMCEA) MOU with the City contains a provision for CMCEA to request up to five compensation inequity studies to be conducted by Human Resources each year. This MOU provision allows for at least five positions in this particular bargaining group to be analyzed by Human Resources to identify whether there is a discrepancy in that position's compensation relative to the prevailing market.

ANALYSIS:

For the 2022 year (i.e. last year), CMCEA requested the review of the Maintenance Supervisor classification. As part of this review, the Human Resources Division also included a review of the Maintenance Superintendent and Maintenance Services Manager to address compaction and internal alignment.

The market analysis includes an analysis of the average total compensation of comparable classifications in the five cities that border the City of Costa Mesa, as per the City's standard practice. These cities include the cities of Fountain Valley, Huntington Beach, Irvine, Santa Ana and Newport Beach. The total compensation for each classification includes: the classifications' base salary, PERS retirement benefit formulas, employee retirement contributions, and City contribution(s) to medical and dental plans or cafeteria plans. This framework is similar to the framework that has

been used for market compensation studies in the past.

The Maintenance Supervisor, Maintenance Superintendent and Maintenance Services Manager are 13.6%, 18.7%, 24.9% below market, respectively, and the salary ranges for these positions are recommended for adjustment to the market (i.e. average) accordingly.

Human Resources is currently reviewing CMCEA's 2023 classification and compensation review requests and will bring forth staff recommendations for those positions at a future City Council meeting.

ALTERNATIVES:

The City Council may choose not to approve the recommended action(s) and direct staff accordingly.

FISCAL REVIEW:

To ensure consistency with the current labor market and reduce costly employee attrition and turnover, Staff recommends adjusting the salary ranges for these positions to essentially the average level in the market. The Maintenance Superintendent impact is \$30,081, Maintenance Supervisor is \$19,870, and the Maintenance Services Manager is \$52,350. The City has three Maintenance Superintendents, five Maintenance Supervisors, and one Maintenance Services Manager; for a total of 9 positions that will be impacted. The fully burdened annual impact for the 9 positions is estimated at \$241,949 and will be absorbed within the Public Work's Department's annual budget.

LEGAL REVIEW:

The City Attorney's Office has reviewed the attached resolutions and approved them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Recruit and Retain High Quality Staff

CONCLUSION:

Staff recommends the City Council:

1. Adopt Resolution Number 2023-XX revising the pay ranges for designated classifications represented by the Costa Mesa City Employees Association.
2. Adopt Resolution Number 2023-XX revising the pay ranges for designated classifications represented by the Costa Mesa Division Manager Association.

RESOLUTION NO. 2023-XX**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING RESOLUTIONS NO. 2022-69, 2022-70, 2022-71 TO REVISE THE PAY RANGES FOR VARIOUS CLASSIFICATIONS OF EMPLOYEES REPRESENTED BY THE COSTA MESA CITY EMPLOYEES ASSOCIATION.**

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

WHEREAS, on November 15, 2022, the City Council adopted Resolutions No. 2022-69, 2022-70, and 2022-71 revising the pay ranges for job classifications represented by the Costa Mesa City Employees Association; and

WHEREAS, on March 21, 2023, the City Council adopted Resolution 2023-15 amending Resolutions No. 2022-69, 2022-70, and 2022-71 approving updates to various classifications; and

WHEREAS, on June 6, 2023, the City Council adopted Resolution 2023-27 to establish the new job classifications of Animal Services Supervisor and Cyber Security Analyst and to establish the pay ranges for the new classifications; and

WHEREAS, the City Council desires to amend Resolutions 2022-69, 2022-70 and 2022-71 to revise the pay ranges for the classifications specified herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. The following pay ranges and monthly rates of pay for the identified job classifications are hereby established and placed under the Basic Salary Administration Plan effective the pay period that includes January 1, 2023. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0412	Maintenance Superintendent	881	\$8,937	\$9,384	\$9,853	\$10,346	\$10,863	\$11,406	\$11,976	Monthly
			\$107,244	\$112,608	\$118,236	\$124,152	\$130,356	\$136,872	\$143,712	Annual
			\$51.56	\$54.14	\$56.84	\$59.69	\$62.67	\$65.80	\$69.09	Hourly
0406	Maintenance Supervisor	670	\$7,400	\$7,770	\$8,158	\$8,566	\$8,994	\$9,444	\$9,916	Monthly
			\$88,800	\$93,240	\$97,896	\$102,792	\$107,928	\$113,328	\$118,992	Annual
			\$42.69	\$44.83	\$47.07	\$49.42	\$51.89	\$54.48	\$57.21	Hourly

SECTION 2. The following pay ranges and monthly rates of pay for the identified job classifications are hereby established and placed under the Basic Salary Administration Plan effective the pay period that includes July 1, 2023. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0412	Maintenance Superintendent	881	\$9,206	\$9,666	\$10,149	\$10,656	\$11,189	\$11,748	\$12,335	Monthly
			\$110,472	\$115,992	\$121,788	\$127,872	\$134,268	\$140,976	\$148,020	Annual
			\$53.11	\$55.77	\$58.55	\$61.48	\$64.55	\$67.78	\$71.16	Hourly
0406	Maintenance Supervisor	670	\$7,622	\$8,003	\$8,403	\$8,823	\$9,264	\$9,727	\$10,213	Monthly
			\$91,464	\$96,036	\$100,836	\$105,876	\$111,168	\$116,724	\$122,556	Annual
			\$43.97	\$46.17	\$48.48	\$50.90	\$53.45	\$56.12	\$58.92	Hourly

SECTION 3. The following pay ranges and monthly rates of pay for the identified job classifications are hereby established and placed under the Basic Salary Administration Plan effective the pay period that includes July 1, 2024. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0412	Maintenance Superintendent	881	\$9,480	\$9,954	\$10,452	\$10,975	\$11,524	\$12,100	\$12,705	Monthly
			\$113,760	\$119,448	\$125,424	\$131,700	\$138,288	\$145,200	\$152,460	Annual
			\$54.69	\$57.43	\$60.30	\$63.32	\$66.48	\$69.81	\$73.30	Hourly
0406	Maintenance Supervisor	670	\$7,850	\$8,242	\$8,654	\$9,087	\$9,541	\$10,018	\$10,519	Monthly
			\$94,200	\$98,904	\$103,848	\$109,044	\$114,492	\$120,216	\$126,228	Annual
			\$45.29	\$47.55	\$49.93	\$52.43	\$55.04	\$57.80	\$60.69	Hourly

SECTION 3. Except as modified by this Resolution, Resolutions No. 2022-69, 2022-70, 2022-71, 2023-15 and 2023-27 shall remain in full force and effect.

PASSED AND ADOPTED this 20th day of June, 2023.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2023-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 20th day of June, 2023, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 21st day of June, 2023.

Brenda Green, City Clerk

(SEAL)

RESOLUTION NO. 2023-XX**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING RESOLUTION NO. 2023-10 ESTABLISHING NEW CLASSIFICATIONS AND REVISING THE PAY RANGES FOR MAINTENANCE SERVICE MANAGER CLASSIFICATION REPRESENTED BY THE COSTA MESA DIVISION MANAGERS ASSOCIATION.**

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

WHEREAS, on March 21, 2023, the City Council adopted Resolution No. 2023-10 revising the pay ranges for job classifications represented by the Costa Mesa City Division Managers Association; and

WHEREAS, on March 21, 2023, the City Council adopted Resolution No. 2023-14 establishing the new classifications and salary ranges for Deputy Director of Public Works and Planning and Sustainable Development Manager; and

WHEREAS, the City Council desires to revise the pay ranges for Maintenance Services Manager; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. The following pay ranges and monthly rates of pay for the identified job classifications are hereby established and placed under the Basic Salary Administration Plan effective the pay period that includes January 1, 2023. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0451	Maintenance Services Manager	733	\$10,990	\$11,539	\$12,116	\$12,722	\$13,358	\$14,026	\$14,727	Monthly
			\$131,880	\$138,468	\$145,392	\$152,664	\$160,296	\$168,312	\$176,724	Annual
			\$63.40	\$66.57	\$69.90	\$73.40	\$77.07	\$80.92	\$84.96	Hourly

SECTION 2. The following pay ranges and monthly rates of pay for the identified job classifications are hereby established and placed under the Basic Salary Administration Plan effective the pay period that includes July 1, 2023. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0451	Maintenance Services	733	\$11,539	\$12,116	\$12,722	\$13,358	\$14,026	\$14,727	\$15,463	Monthly
	Manager		\$138,468	\$145,392	\$152,664	\$160,296	\$168,312	\$176,724	\$185,556	Annual
			\$66.57	\$69.90	\$73.40	\$77.07	\$80.92	\$84.96	\$89.21	Hourly

SECTION 4. Except as modified by this Resolution, Resolutions No. 2023-10 and 2023-14 shall remain in full force and effect.

PASSED AND ADOPTED this 20th day of June, 2023.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2023-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 20th day of June, 2023, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 21st day of June, 2023.

Brenda Green, City Clerk

(SEAL)



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1265

Meeting Date: 6/20/2023

TITLE:

FISCAL YEAR 2022-23 PRELIMINARY UNAUDITED YEAR-END FINANCIAL REPORT

DEPARTMENT: FINANCE DEPARTMENT

PRESENTED BY: CAROL MOLINA, FINANCE DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager, or her designee, to allocate and appropriate Fiscal Year 2022-23, if available, year-end savings as follows:
 - a. Deposit \$1.5 million into the City's Section 115 Trust to reduce existing pension liabilities;
 - b. Allocate up to \$1.5 million into the Housing Authority Fund for the General Plan Housing Element implementation program; and
 - c. Appropriate \$1.0 million for transfer to the Self Insurance Fund for the Workers' Compensation program.
2. Transfer actual amounts needed to cover the remaining COVID-19 and winter storm related costs in the Disaster Fund, from the American Rescue Plan Act Fund (ARPA), currently estimated at \$500,000.

BACKGROUND:

On June 7, 2022, City Council adopted the Fiscal Year 2022-23 Operating and Capital Improvement Budget for a total of \$206.2 million in All Funds. Of this amount, the General Fund revenues totaled \$163.6 million and expenditures \$163.6 million, a fully balanced budget without the use of reserves or American Rescue Plan Act funds. The FY 2022-23 preliminary unaudited year-end analysis provides a projection of the City's financial position for the fiscal year ending June 30, 2023. The final audited financial statement is normally issued by the end of December. Staff will return to Council with the audited financial reports once the audit is complete. However, the preliminary unaudited analysis reflects a potential \$4.0 million surplus at the end of the fiscal year.

ANALYSIS:

The FY 2022-23 Amended Budget for General Fund Revenues is now estimated at \$175.0 million, versus the adopted amount of \$163.6 million. After accounting for projected General Fund expenses of \$171.0 million, it is anticipated that for the Fiscal Year ending June 30, 2023, there will be a \$4.0 million surplus.

This is due to anticipated increases in General Fund revenues, including sales and use taxes, and transient occupancy tax. This presents the City with the opportunity to use one-time funds to achieve City Council goals and objectives, and fund priority projects.

City Council Goal: Achieve Long-Term Fiscal Sustainability*FY 2022-23 Year-End General Fund Estimate*

From the most recent preliminary findings, the City's General Fund year-end preliminary unaudited results for the FY 2022-23, ending on June 30, 2023, are currently showing a positive year-end surplus of approximately \$4.0 million. City staff anticipates the financial audit to be finalized by the end of December. Upon the finalization of the Annual Comprehensive Financial Report (ACFR), City staff will present to the City Council the audited year-end report. The table below shows the projected General fund balance on June 30, 2023 as well as staff's recommendation on where to deposit the anticipated surplus amounts.

Table 1: General Fund Reserves

Fund Balance Category	FY 19/20 Audited	FY 20/21 Audited	FY 21/22 Audited	FY 22/23 Projected	YOY Diff
Committed					
Declared Disasters	\$14,125	\$14,125	\$14,125	\$14,125	\$0
Self-Insurance	2,000	2,000	2,000	2,000	-
Economic Reserves	9,000	9,000	9,000	9,000	-
Assigned					-
Compensated Absences	5,036	5,920	5,584	5,584	-
Police Retirement 1% Supplemental	2,365	2,275	1,885	1,885	-
Workers Compensation			1,000	2,000	1,000
Facilities Reserve			2,000	2,000	-
Strategic Plan Project			2,000	2,000	-
Section 115 Trust	1,750	-	-	1,500	1,500
Restricted					-
Pension and OPEB	-	1,778	3,061	3,061	-
Non-spendable	362	965	604	604	-
Unassigned	18,825	17,429	16,517	18,017	1,500
Total Fund Balance	\$53,463	\$53,492	\$57,776	\$61,776	\$4,000

The Fund Balance and Reserves Financial Policy states that the City determined the appropriate reserve level for the General Fund to be \$55 million. The Fiscal Year 2021-2022 audited financials resulted in an increase of the City's Fund Balance by \$4.3 million, bringing the total fund balance for the General Fund to \$57.8 million. This amount exceeds City Council's target by \$2.8 million.

The General Fund reserves currently includes \$1.0 million assigned for Workers' Compensation to partially fund one Self-Insurance Retention (SIR) claim. The City's self-insured policy requires that the City cover the first \$2.0 million per claim. Amounts in excess of \$2.0 million will be covered by the City's insurance policy. Staff is recommending City Council assign an additional \$1.0 million into the Workers' Compensation program for a total of \$2.0 million.

Section 115 Trust City Council Policy

Concurrent with the City's continual effort to set aside funds for pension obligations, staff is recommending to implement the City Council policy to deposit up to \$1.5 million from potential current year's projected surplus, if available, into the Section 115 Trust Fund. This policy was adopted by the City Council on June 7, 2022.

City Council Goal: Diversify, Stabilize and Increase Housing to Reflect Community Needs

Sixth Cycle General Plan Housing Element Program

The State of California requires every city and county to adopt a comprehensive general plan that is "an integrated, internally consistent, and compatible statement of policies" to address all issues that affect the physical development of the community, as well as land outside its boundaries that potentially affect long-term planning (Government Code Section 65300 et seq.). The role of a general plan is to act as a "constitution" for development, the foundation upon which all land use and related decisions are based.

The Costa Mesa General Plan establishes the long-range planning and policy direction that guides change and preserves the qualities that define our community. The Costa Mesa General Plan consists of 10 elements: Land Use, Circulation, Housing, Conservation, Noise, Safety, Open Space and Recreation, Growth Management, Community Design and Historical and cultural Resources. The City's 2015-2035 General Plan Housing requires an update every eight years.

The Housing Element provides an analysis of the City's demographic, economic and housing characteristics, identifies community housing needs and establishes objectives, policies and programs to meet those needs. To remain in compliance with State Housing Law, the City's Housing Element must respond to various State laws and requirements and must be adopted by City Council and certified by the California State Department of Housing and Community Development.

Within the City's completed Housing Element are programs that are required to be implemented based on statutory requirements and specific timelines. These programs are consistent with the City Council's stated priorities and generally include community outreach, visioning and rezoning work to create opportunities for housing. In order to complete these City Council priorities and the Housing Element Programs, staff will be contracting with professional consultants. Consulting costs to be spread over multiple fiscal years, with \$700,000 needed in the first year, Fiscal Year 2023-24.

The estimated total cost for the implementation of this Housing Element Program is \$3.0 million. Therefore, staff is recommending to transfer between \$700,000 and \$3 million from the General Fund into the Housing Authority Fund for the Sixth Cycle General Plan Housing Element Program Implementation utilizing current year-end savings, if available.

Federal American Rescue Plan Act (ARPA) Funds

The American Rescue Plan Act (ARPA) of 2021 passed by the United States Congress and signed into law by President Joe Biden on March 11, 2021, is a \$1.9 trillion economic stimulus bill providing for a wide variety of funding efforts to offset the economic losses resulting from the COVID-19 worldwide pandemic.

The Disaster Fund was reactivated in February 2020 to track COVID-19 related expenditures. The prior year's deficit amount of \$664,963 was partially offset by the County reimbursement for being a COVID test site, which of \$308,428 has been received this fiscal year. This differential plus current year expenses that occurred prior to February, when the emergency declaration was lifted, resulted in approximately \$500,000 in expenses. As of June 30, the American Rescue Plan Fund will have a remaining unallocated balance of \$6.1 million from the second tranche of \$13.2 million. Staff is recommending the use of ARPA funds to cover the Disaster Fund projected negative year-end fund balance. Should FEMA reimburse the City, the General Fund will be refunded.

ALTERNATIVES:

The alternative is that the City Council may choose to refrain from approving the requested items. However, staff does not recommend this action as it is counteractive to the city finance policies to increase reserves, pay down liabilities, and fund one-time projects while focusing on Council priorities and complying with the City Council's goal of achieving long-term fiscal sustainability.

FISCAL REVIEW:

City Council adopted the Fiscal Year 2022-23 Operating and Capital Improvement Budget for a total of \$206.2 million in All Funds. Of this amount, the General Fund revenues total \$163.6 million and expenditures \$163.6 million, a fully balanced budget without the use of reserves or American Rescue Plan Act funds. The FY 2022-23 Preliminary Unaudited Year-End Report provides a projection of the City's financial position for the fiscal year ending June 30, 2023. The preliminary unaudited analysis reflects a potential \$4.0 million surplus at the end of the fiscal year. Staff recommends the above allocations based on current operating needs and previously expressed City Council priorities.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This staff report works toward the following City Council Goal:

- Achieve Long-Term Fiscal Sustainability
- Diversify, Stabilize and Increase Housing to Reflect Community Needs

CONCLUSION:

Staff recommends the City Council:

1. Authorize the City Manager, or her designee, to allocate and appropriate Fiscal Year 2022-23, if available, year-end savings as follows:
 - a) Deposit \$1.5 million into the City's Section 115 Trust to reduce existing pension liabilities;
 - b) Allocate up to \$1.5 million into the Housing Authority Fund for the General Plan Housing Element implementation program; and,
 - c) Appropriate \$1.0 million for transfer to the Self Insurance Fund for the Workers' Compensation program.
2. Transfer actual amounts needed to cover the remaining COVID-19 and winter storm related costs in the Disaster Fund, from the American Rescue Plan Act Fund (ARPA), currently estimated at \$500,000.



City of Costa Mesa
General Fund Overview
Fiscal Year 2022-2023

Category	Adopted FY 22/23	Amended* FY 22/23
Estimated Revenues	\$ 163.6	\$ 175.0
Transfers In	-	-
Use of Fund Balance	-	-
Total Sources of Funds	\$ 163.6	\$ 175.0
Operating Budget	\$ 153.0	\$ 158.9
Transfers Out	10.6	12.1
Total Expenditures	\$ 163.6	\$ 171.0
Total Surplus/(Deficit)	\$ -	\$ 4.0

*This is an estimate - final audited numbers will not be available until December 2023.



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1263

Meeting Date: 6/20/2023

TITLE:

AGREEMENTS FOR HOUSING-RELATED SUPPORTIVE SERVICES IMPLEMENTING THE PREVIOUSLY-APPROVED HOME-AMERICAN RESCUE PLAN (HOME-ARP) FUNDING ALLOCATION PLAN

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/ HOUSING AND COMMUNITY DEVELOPMENT DIVISION

PRESENTED BY: MIKELLE DAILY, GRANT ADMINISTRATOR

CONTACT INFORMATION: MIKELLE DAILY, GRANT ADMINISTRATOR, (714) 754-5678

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager and City Clerk to appropriate and execute an agreement funded by HOME-ARP and ARPA funding with Community Legal Aid of Orange County in the amount of \$250,000 for a one (1) year term with an additional three (3) year renewal options depending on funding, in substantially the same form as attached and in such final form as approved by the City Attorney.
2. Authorize the City Manager and City Clerk to appropriate and execute an agreement funded by HOME-ARP and ARPA funding with Project Hope Alliance in the amount of \$120,000 for a one (1) year term with an additional three (3) year renewal options depending on funding, in substantially the same form as attached and in such final form as approved by the City Attorney.
3. Authorize the City Manager and City Clerk to appropriate and execute an agreement funded by HOME-ARP and ARPA funding with Stand UP for Kids in the amount of \$72,348 for a one (1) year term with an additional three (3) year renewal options depending on funding, in substantially the same form as attached and in such final form as approved by the City Attorney.
4. Authorize the City Manager and City Clerk to appropriate and execute an agreement funded by HOME-ARP and ARPA funding with Trellis in the amount of \$29,640 for a one (1) year term with an additional three (3) year renewal options at \$87,952 depending on funding, in substantially the same form as attached and in such final form as approved by the City Attorney.

5. Authorize the City Manager and the City Clerk to appropriate and execute an amendment to the existing agreement with Mercy House to add ARPA funding allocated to rental assistance in the FY 23-24 Adopted Budget, plus an additional \$750,000 in ARPA funds, to continue to provide rental assistance in the City of Costa Mesa and extend the term of the agreement to December 31, 2024.
6. Authorize the City Manager, or the City Manager's Designee, to amend the HOME-ARP Allocation Plan to re-allocate \$100,000 from Development and Support of Affordable Housing to Supportive Services.

BACKGROUND:

Home American Rescue Plan (HOME-ARP) Funds

On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law. To address the need for homelessness assistance and supportive services, \$5 billion in federal ARP funds were appropriated, to be administered through the federal HOME Investment Partnerships Program (HOME). (These funds are referred to as HOME-ARP funds.) On April 8, 2021, the U.S. Department of Housing and Urban Development (HUD) allocated HOME-ARP funds to grantees using the HOME formula established in 24 CFR 92.50 and 92.60. The City of Costa Mesa (City), a Grantee and HOME Participating Jurisdiction, was allocated \$1,816,742 in HOME-ARP funds. These funds are different and separate from other ARPA funds allocated to the City and are specifically for homelessness assistance and supportive services that primarily benefit "qualifying populations". Qualifying populations are homeless persons and persons at risk of homelessness as defined by HUD. The funds must be expended by September 30, 2030.

American Rescue Plan Act (ARPA)

The American Rescue Plan Act (ARPA) of 2021 passed by the United States Congress and signed into law by President Joe Biden on March 11, 2021, is a \$1.9 trillion economic stimulus bill providing for a wide variety of funding efforts to offset the economic losses resulting from the COVID-19 worldwide pandemic. Funds must be committed by December 31, 2024.

Previously-Approved HOME- ARP Allocation Plan

To receive its HOME-ARP funds, the City engaged in consultation and public participation processes to develop a HOME-ARP Allocation Plan that meets the requirements established by HUD. The HOME-ARP Allocation Plan was approved for submission to HUD at the September 6, 2022 City Council meeting. (The September 6, 2022 City Council agenda report, meeting minutes and video are provided as links below). The City received confirmation of approval of the Allocation Plan from the HUD Los Angeles Field Office on January 23, 2023.

- September 6, 2022 Agenda Report:

[CITY OF COSTA MESA - File #: 22-799 \(legistar.com\) <https://costamesa.legistar.com/LegislationDetail.aspx?ID=5809896&GUID=8EBDCC28-698F-4CD4-9C06-8F0BA0EB940B&Options=&Search=>](https://costamesa.legistar.com/LegislationDetail.aspx?ID=5809896&GUID=8EBDCC28-698F-4CD4-9C06-8F0BA0EB940B&Options=&Search=>)

- September 6, 2022 Meeting Minutes:
[View.ashx \(legistar.com\) <https://costamesa.legistar.com/View.ashx?M=M&ID=980817&GUID=9A7ED08B-F8FB-4C8C-9BE8-E9A72680D88D>](https://costamesa.legistar.com/View.ashx?M=M&ID=980817&GUID=9A7ED08B-F8FB-4C8C-9BE8-E9A72680D88D)
- September 6, 2022 Video:
[REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY AND HOUSING AUTHORITY on 2022-09-06 6:00 PM - *Note: All agency memberships are reflected in the title "Council Member" 4:00 P.M. Closed Session \(granicus.com\) <https://costamesa.granicus.com/player/clip/3895?view_id=14&redirect=true&h=6cc7cd32743e314412728277ca1e5a15>](https://costamesa.granicus.com/player/clip/3895?view_id=14&redirect=true&h=6cc7cd32743e314412728277ca1e5a15)

The City identified in its HOME-ARP Allocation Plan that it would use HOME-ARP funds for the development of affordable housing and housing-related supportive services for qualifying populations as shown in Table 1 below. Supportive services were allocated the majority of HOME-ARP funds, with a small amount allocated to affordable housing as a placeholder in case the City did not receive sufficient proposals for supportive services. (Affordable housing development has been and is being funded by other funding sources such as ARPA, HOME, and Housing Authority funds).

Supportive service gaps identified in the HOME-ARP Allocation Plan include mental health services, substance abuse services, legal services, wrap-around services, transportation services, landlord-tenant relations (including emergency rental assistance) and credit repair.

TABLE 1 - Previously-Approved HOME-ARP Allocation Plan

AVAILABLE FUNDS		
HOME-ARP Allocation	\$1,816,742	
	TOTAL:	\$1,816,742
ADMINISTRATION		
Administration and Planning (% max)	\$272,510	
	Subtotal:	\$272,510
PROPOSED PROGRAMS/PROJECTS		
Development and Support of Affordable Housing	\$100,000	
	Subtotal:	\$100,000
Supportive Services	\$1,444,232	
	Subtotal:	\$1,444,232
	TOTAL:	\$1,816,742

Eligible Qualifying Populations

Supportive services may be provided to individuals and families who meet the definition of a qualifying population (summarized below) and who are not already receiving these services through another program.

- Homeless**, as defined in [24 CFR 91.5 <https://www.ecfr.gov/current/title-24/subtitle-A/part-91>](https://www.ecfr.gov/current/title-24/subtitle-A/part-91) *Homeless* (1), (2), or (3).
- At risk of Homelessness**, as defined in [24 CFR 91.5 <https://www.ecfr.gov/current/title-24/subtitle-A/part-91>](https://www.ecfr.gov/current/title-24/subtitle-A/part-91) *At risk of homelessness*

3. **Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.** [24 CFR 5.2003](https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-L/section-5.2003)
<<https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-L/section-5.2003>>
4. **Other Populations** where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above.

In summary, qualifying individuals or families:

- Are already homeless (as defined in Section 103 (a) of the McKinney-Vento Homelessness Assistance Act);
- Have an annual income below 30% of the median income for the area (e.g. \$40,650 for a family of 4);
- Do not have resources or support networks immediately available to prevent them from moving into an emergency shelter;
- Do not have permanent housing (e.g. living in a motel or in the home of another, has been provided an eviction notice; or
- Are fleeing domestic violence.

ANALYSIS:

The City's Purchasing Division released a Request for Proposals (RFP) for Housing-Related Supportive Services on March 27, 2023 (**Attachment 1**). The RFP was posted on the City's online procurement platform (Planet Bids) and notification of its posting was sent to local nonprofit organizations. The City received five proposals that met threshold criteria for consideration.

A panel comprised of City staff reviewed the five submittals. Each proposal was evaluated for compliance with the City's RFP as well as project understanding, depth of experience, expertise, and associated factors. Staff ranked the proposals accordingly. As the funding is specific to HOME-ARP, the review panel confirmed that the budgeted activities are eligible by HUD regulation for HOME ARP activities and that no other funding source is more appropriate before making its funding recommendations.

The following proposals were received and ranked in the following order:

- Community Legal Aid SoCal proposed \$150,000 to serve 37 Costa Mesa households facing eviction without the resources to pay for legal representation. or \$250,000 to serve 100 Costa Mesa households each year with no-cost legal services including eviction prevention and/or assistance with public benefit documentation (e.g. social security, supplemental security income, and unemployment documentation as applicable).

- Mercy House proposed \$750,000 to provide short-term rental assistance to 60 Costa Mesa households, which is a continuation of its existing rental assistance program funded by Costa Mesa ARPA funds.
- Trellis and Project Hope Alliance received the same score
 - Project Hope Alliance identified the total annual cost to run their existing program in Costa Mesa at \$894,007, which serves over 100 Costa Mesa students daily on site at Costa Mesa schools and after hours providing in-place case management services and wrap around services for youth experiencing homelessness. They clarified with staff that their program is funded through a combination of grant funding sources and private donations and an allocation of HOME-ARP funds of \$120,000 would allow the program to serve an additional 40 students per year, increasing the total to 140 students served.
 - Trellis proposed to serve homeless individuals through its existing Community Impact Team with wrap around services such as transportation services and housing support. They identified a gap in funding for FY23-24 of \$29,640 and a gap for FY24-25 equal to \$87,952.
- Stand UP for Kids proposed to serve 20 transitional aged youth (ages 18-24) each year through their Journey to Self Sufficiency program for \$72,348.

The five proposals submitted in response to the RFP are included as Attachment 2.

Funding Recommendations

Due to the need for supportive services in the community, staff is recommending to fund all five organizations who submitted proposals using a combination of HOME-ARP funds (\$1,544,232) and ARPA funds (\$1,568,656) for a total of \$3,112,888. Four of the five organizations would primarily be funded with HOME-ARP funds (supplemented by ARPA funds) for four years, as shown below. In these cases, ARPA funds would be applied first, in Year 1, due to the upcoming commitment deadline of December 2024 for ARPA funds. The fifth organization, Mercy House, would be funded by ARPA funds to continue its existing rental assistance program for an additional one year period as described below.

Staff is recommending Mercy House be funded with ARPA funds instead of HOME-ARP funds because HOME-ARP funds would impose more restrictive requirements on its existing rental assistance than its current program funding (Costa Mesa ARPA funds). ARPA funding is not restricted to serving “qualifying populations”, which allows the program to meet the need of a larger pool of Costa Mesa residents (for example, households with incomes up to 50% AMI instead of the HOME-ARP limit of 30% AMI). The City’s existing ARPA funding allocation will likely be expended by December 2023. As such, the staff recommendation for additional funding would allow this existing rental assistance program to be extended for an additional year through December 2024.

TABLE 2 – Staff Recommended Funding Allocations

Organization Name & Program Summary	First Year 2023-24	Second Year 2024-25		Third Year 2025-26	Fourth Year 2026-27
	ARPA Funds	ARPA Funds	HOME-ARP Funds	HOME-ARP Funds	HOME-ARP Funds
Community Legal Aid SoCal No-cost Legal Services for Low Income Renters	\$250,000		\$250,000	\$250,000	\$250,000
Trellis Community Impact Team Wrap Around Services	\$29,640		\$87,952	\$87,952	\$87,952
Project Hope Alliance Case Management for Youth Experiencing Homelessness	\$120,000		\$120,000	\$120,000	\$120,000
Stand UP for Kids Journey to Self Sufficiency Program	\$72,348	\$46,668	\$25,680	\$72,348	\$72,348
		\$72,348 subtotal			
Mercy House Rental Assistance Program Rental assistance for low income families	\$1,050,000	(through December 2024)		-	-
SUB TOTAL:	\$1,521,988	\$46,668	\$483,632	\$530,300	\$530,300
TOTAL:	\$1,521,988	\$530,300		\$530,300	\$530,300
HOME-ARP TOTAL					\$1,544,232
ARPA TOTAL					\$1,568,656
TOTAL					\$3,112,888

ALTERNATIVES:

The City Council can choose not to fund the proposed activities or to fund the activities in different amounts.

FISCAL REVIEW:

This action does not have a fiscal impact to the General Fund. The City received one-time funding of approximately \$1.8 million in HOME-ARP funds and the program requires that the allocation be expended by September 30, 2030. The City also received one-time funding of ARPA funds in the amount of approximately \$26.5 million. Of this amount, approximately \$6 million is uncommitted.

The five agreements will require \$1.5 million in HOME-ARP funds (with \$100,000 re-allocated from Development of Affordable Housing to Supportive Services) and \$1.5 million in ARPA funds. \$300,000 is already included in the FY 2023-24 Adopted Budget for rental assistance. This action will increase ARPA's commitment by \$750,000.

LEGAL REVIEW:

The City Attorney's Office has reviewed and approved this agenda report as to form and prepared the attached draft agreements.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Diversify, Stabilize and Increase Housing to Reflect Community Needs

CONCLUSION:

Staff recommends that the City Council approve a combination of ARPA and HOME-ARP funding to fund the five organizations that responded to the HOME-ARP Supportive Services RFP for housing-related supportive services and authorize the City Manager and City Clerk to execute all associated agreements.



**REQUEST FOR PROPOSAL
NO. 23-15**

FOR

HOUSING-RELATED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS



Development Services

CITY OF COSTA MESA

Released on March 27, 2023

REQUEST FOR PROPOSAL FOR HOUSING RELATED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified nonprofit service organizations to provide housing-related supportive services¹ for qualifying populations² as identified in the HOME-ARP Allocation Plan for the Development Services Department. *Supportive service gaps identified in the allocation plan include mental health services, substance abuse services, legal services, wrap-around services, transportation services, landlord-tenant relations (including emergency rental assistance) and credit repair.* The awarded Contractors, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Subrecipient 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 Subrecipient Agreement and any solicitation appendix/exhibits. The term is expected to be for one (1) year with an additional one (1) year renewal option depending on funding.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$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.

¹ Eligible Supportive Services under HOME-ARP include three categories: 1). McKinney-Vento Supportive Services listed in section 401(29) of McKinney-Vento, 2). Homelessness Prevention Services adapted from eligible homelessness prevention services under the regulations at 24 CFR 576.102, 24 CFR 576.103, 24 CFR 576.105, and 24 CFR 576.106.

² Qualifying populations include 1). Homeless, as defined in 24 CFR 91.5 Homeless (1), (2), or (3), 2). At Risk of Homelessness as defined in 24 CFR 91.5, or 3). Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, stalking, or Human Trafficking, as defined by HUD.

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.

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

Release of RFP	March 27, 2023
Deadline for Written Questions	April 3, 2023 at 11:00 a.m.
Responses to Questions Posted	April 6, 2023
Proposals are Due	April 11, 2023 at 2:00 p.m.
Approval of Contract	TBD

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

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A— Scope of 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.**

- Minimum two (2) years running a supportive services program for individuals at-risk or experiencing homelessness.
- Program manager must have a minimum two (2) years running a supportive services or homeless services program.

II. GENERAL INSTRUCTIONS AND PROVISIONS

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

description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. 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 Services, 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 Services 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 Services, 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 filed 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.
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 Sub-recipient Agreement:** The firm selected by the City will be required to execute a Sub-recipient Agreement with the City. A sample of the Agreement is enclosed as Appendix C, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.
 - **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, Appendix D included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

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

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

- **Forms to Accompany Proposal:** Appendix D forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.D.T) on April 11, 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 **April 3, 2023 at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the 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 ----- 25%**
3. **Key Personnel ----25%**
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 **May 1, 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.

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

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

- 12. Conditions to Agreement:** The selected Proposer will execute a Sub-Recipient 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.

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

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

APPENDIX A

SCOPE OF SERVICES

BACKGROUND

Purpose of Request for Proposals (RFP)

On March 11, 2021, the American Rescue Plan Act of 2021 (ARP) was signed into law. To address the need for homelessness assistance and supportive services, \$5 billion in federal ARP funds were appropriated and administered through the federal HOME Investment Partnerships Program (HOME). On April 8, 2021, the U.S. Department of Housing and Urban Development (HUD) allocated HOME-ARP funds to grantees using the HOME formula established in 24 CFR 92.5 and 92.60. The City of Costa Mesa, a Grantee and HOME Participating Jurisdiction, was allocated \$1,816,742 of HOME-American Recovery Plan Act (HOME-ARP) funds.

To receive its HOME-ARP allocation, the City engaged in consultation and public participation processes to develop a HOME-ARP allocation plan that meets the requirements established by HUD and the City's Citizen Participation Plan. The HOME-ARP Allocation Plan, a substantial amendment to the FY 2021-2022 Annual Action Plan was approved for submission to HUD at the September 6, 2022 City Council Meeting. The City received confirmation of approval of the Allocation Plan from the HUD Los Angeles Field Office on January 23, 2023.

The City of Costa Mesa (City) identified in its HOME-ARP Allocation Plan that it would use HOME-ARP funds for the development of affordable housing and housing-related supportive services for qualifying populations.

The purpose of this RFP is to solicit the interest of qualified nonprofit agencies who are experienced and interested in **addressing the needs and gaps identified in the City's HOME-ARP Allocation Plan** by utilizing HOME-ARP funds to provide housing-related supportive services for qualifying populations. *Supportive service gaps identified in the allocation plan include mental health services, substance abuse services, legal services, wrap-around services, transportation services, landlord-tenant relations (including emergency rental assistance) and credit repair.*

Program Requirements

Supportive services are identified as one of four activities eligible for HOME-ARP funding. HOME-ARP funds may be used to provide a broad range of supportive services to qualifying individuals or families. Supportive services include: a) services listed in section 401(29) of the McKinney Vento Homeless Assistance Act ("**McKinney-Vento Supportive Services**") (42 U.S.C. 11360(29)); b) homelessness prevention services, and c) housing counseling services. Refer to the **HOME-ARP Program Fact Sheet in APPENDIX B**.

Ineligible Uses of HOME-ARP Funds

- HOME-ARP funds may not be used for any of the prohibited activities, costs or fees in 24 CFR 92.214.
- Housing Counseling surrounding the following topics are ineligible under HOME-ARP:
 - Resolving or preventing mortgage delinquency, including, but not limited to default and foreclosure, loss mitigation, budgeting, and credit;

- Home maintenance and financial management for homeowners, including, but not limited to: Escrow funds, budgeting, refinancing, home equity, home improvement, utility costs, energy efficiency, rights and responsibilities of homeowners and reverse mortgages.
- Financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources. Financial assistance also cannot be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies act of 1970.
- HOME-ARP funds may not be used to provide non-Federal matching contributions required under any other Federal program.
- HOME-ARP funds may not be used to pay for any cost that is not eligible under Notice CPD-21-10. Some specific examples of ineligible costs and eligible costs are listed below

Ineligible Costs of Specific HOME-ARP Supportive Services:

- Substance abuse treatment services
 - Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible
- Credit repair
 - Does not include the payment of modification of a debt
- Legal Services
 - Legal services for immigration and citizenship matters and for issues related to mortgages and homeownership are ineligible
 - Retainer fee arrangements and contingency fee arrangements are prohibited

Eligible Costs of Specific HOME-ARP Supportive Services:

- Mental health services
 - Direct outpatient treatment of mental health conditions provided by licensed professionals
- Outpatient health services
 - Direct outpatient treatment of medical conditions provided by licensed medical professionals
 - Preventative and non-cosmetic dental care

Eligible Beneficiaries

Supportive services may be provided to individuals and families who meet the definition of a qualifying population and who are not already receiving these services through another program.

Qualifying Populations:

1. **Homeless**, as defined in 24 CFR 91.5 *Homeless* (1), (2), or (3).
2. **At risk of Homelessness**, as defined in 24 CFR 91.5 *At risk of homelessness*
3. **Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking**, as defined by HUD. 24 CFR 5.2003
4. **Other Populations** where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above.

Contract Period

The City plans to provide the awarded funds for supportive services on a one-year contract basis with an additional one-year renewal for a maximum of two years (subject to the availability of funds).

Program Monitoring and Billing

The vendor approved for funding will be required to maintain and submit adequate information necessary to monitor program accountability and progress in accordance with the terms and conditions of the HOME-ARP program and the executed Agreement. Quarterly program progress reports will be required. Invoices must be submitted within 60 days after the end of each month.

SCOPE OF WORK

Introduction

The City of Costa Mesa seeks vendor(s) that will implement a HOME-ARP-compliant supportive services program. Proposers should ensure the proposal summarizes past and current experience designing, implementing, and managing a program that provides housing-related supportive services for qualifying populations. The City of Costa Mesa will support the program with funding for personnel to implement and administer the program and/or funding for the assistance component of the program.

Definition of Terms

1. **Very Low-Income:** Household annual income at or below fifty percent (50%) of the median income for the area, as determined by HUD.
2. **Extremely Low Income:** Household annual income at or below thirty percent (30%) of the median income for the area, as determined by HUD.

3. **At Risk of Homelessness:**

An individual or family who:

- Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "Homeless" definition in this section; and
- Meets one of the following conditions:
 - Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - Is living in the home of another because of economic hardship;
 - Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

- Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
- Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
- Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
- A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

4. Other Families Requiring Services or Housing Assistance to Prevent Homelessness:

Households who have previously been qualified as "homeless" as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.

5. At Greatest Risk of Housing Instability:

- Has an annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs).
- Has annual income that is less than or equal to 50% of the area median income, as determined by HUD **AND** meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at 24 CFR 91.5

6. HUD Homeless Definition:

Category 1: An individual or family who lacks a fixed, regular, and adequate nighttime residence,

meaning: a) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or b) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or c) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 2: An individual or family who will imminently lose their primary nighttime residence, provided that: a) Residence will be lost within 14 days of the date of application for homeless assistance; b) No subsequent residence has been identified; and c) The individual or family lacks the resources or support networks needed to obtain other permanent housing.

Category 3: An unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: a) Are defined as homeless under the other listed federal statutes; 2) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days before the homeless assistance application; c) Have experienced persistent instability as measured by two moves or more during in the preceding 60 days, and d) Can be expected to continue in such status for an extended period due to special needs or barriers.

Category 4: Any individual or family who: a) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; 2) Has no other residence, and c) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing

7. **City of Costa Mesa Homeless:** A Costa Mesa homeless resident is an individual whose most recent permanent primary residence was in Costa Mesa, is a member of Costa Mesa's workforce, or has children attending a Costa Mesa school. A resident with other strong live/work/school ties to the City may be considered on a case-by-case basis.

Contractor/Subrecipient responsibilities

A Subrecipient is responsible for the implementation of the Program, including interaction with applicants to the Program and HOME-ARP recipients. In all cases, The Subrecipient will implement the Program in compliance with the City's requirements and all applicable federal requirements. In no case will the Subrecipient be considered the "responsible entity" for environmental reviews required under 24 CFR 58. In its role, Subrecipient will:

1. Actively market or assist the City with client outreach and program engagement services.
2. Assist individuals and families in completing intake and verification forms accurately.

3. Develop and maintain appropriate and accurate client and administrative records, and make program records available to the City, HUD, and/or Office of Inspector (OIG) for any monitoring or audits that may be required to ensure program compliance.
4. Select participants that meet the definition of a qualifying population and maintain documentation supporting that this requirement is met.
5. If necessary, provide non-English language interpreter to eligible households.
6. Submit quarterly program status reports to the City of Costa Mesa including information regarding supportive services provided. The report would be due by the fifteenth day of the month after the end of the quarter.
7. Submit other reports and program information as requested by the City.

City of Costa Mesa Responsibilities

The City is responsible to HUD for the oversight of the Program and compliance with applicable federal requirements, including the HOME-ARP requirements outlined in Notice CPD-21-10. This will include, but not be limited to, the following:

1. Review program forms and documents.
2. Completing necessary environmental reviews.
3. Provide referrals per HUD guidelines and the City of Costa Mesa program guidelines.
4. Retain the sole authority to determine eligibility for all referrals submitted by the vendor.
5. Provide training and technical assistance to the vendor's staff and notify the vendor of changes in regulations, policy, rules, or key City of personnel assigned to the HOME-ARP program.
6. Monitor the vendor's performance by reviewing quarterly reports, including a review of documentation of all supportive services provided and other documentation to ensure program compliance.

APPENDIX B

HOME-ARP PROGRAM FACT SHEET: SUPPORT SERVICES

HOME-ARP Program Fact Sheet: Supportive Services

Overview:

A PJ may use HOME-ARP funds to provide a broad range of supportive services to individuals and families that meet one of the qualifying populations as defined in *CPD Notice: Requirements for the Use of Funds in the HOME-American Rescue Plan Program* ("the Notice"). Supportive services may be provided to individuals and families who are not already receiving the services outlined in the Notice through another program. PJs may establish a separate supportive services activity or activities or may combine supportive services with other HOME-ARP activities.

Eligible Services and Costs:

Eligible Supportive Services: There are three categories specifically included as supportive services under HOME-ARP:

- McKinney-Vento Supportive Services: McKinney-Vento Supportive Services under HOME-ARP are adapted from the services listed in section 401(29) of the McKinney-Vento Homeless Assistance Act ("McKinney-Vento Supportive Services") (42 U.S.C. 11360(29)).
- Homelessness Prevention Services: HOME-ARP Homelessness Prevention Services are adapted from certain eligible homelessness prevention services under the Emergency Services Grant (ESG) regulations at 24 CFR Part 576.
- Housing Counseling Services: Housing counseling services under HOME-ARP are those consistent with the definition of housing counseling and housing counseling services defined at 24 CFR 5.100 and 5.111, respectively, except that homeowner assistance and related services are not eligible HOME-ARP activities.

Eligible Costs of Supportive Services for Qualifying Individuals and Families: HOME-ARP funds may be used to pay eligible costs associated with the HOME-ARP supportive services activity in accordance with the requirements of the Notice.

Eligible Costs Associated with McKinney-Vento and Homelessness Prevention Supportive Services:

- All qualifying households are eligible to receive supportive services under the HOME-ARP supportive services activity. Eligible costs associated with McKinney-Vento supportive services and homelessness prevention supportive services include:
 - Costs of child care;
 - Costs of improving knowledge and basic educational skills;

- Costs of establishing and/or operating employment assistance and job training programs
- Costs of providing meals or groceries
- Costs of assisting eligible program participants to locate, obtain and retain housing
- Costs of certain legal services
- Costs of teaching critical life management skills
- Financial assistance costs, including:
 - Rental application fees
 - Security deposits
 - Utility deposits
 - Payment of rental arrears

****Please consult the Notice for a full list and description of eligible costs.**

- The costs of homelessness prevention services are only eligible to the extent that the assistance is necessary to help program participants regain stability in their current permanent housing or move into other permanent housing to achieve stability in that housing.
- PJs must establish requirements documenting an eligible cost as McKinney-Vento supportive services to an individual or family in a qualifying population, homelessness prevention services, or Housing Counseling.

Eligible Costs Associated with Housing Counseling: Costs associated with housing counseling services as defined at 24 CFR 5.100 and 5.111 are eligible. Costs may only be paid under HOME-ARP if housing counseling services are provided by HUD-certified housing counselors and organizations.

- Eligible costs include:
 - Staff salaries and overhead costs of HUD-certified housing counseling agencies related to directly providing eligible housing counseling services to HOME- program participants
 - Development of a housing counseling workplan
 - Marketing and outreach
 - Intake
 - Financial and housing affordability analysis
 - Action plans that outline what the housing counseling agency and the client will do to meet the client's housing goals and that address the client's housing problem(s)
 - Follow-up communication with program participants
- Costs for the provision of services to existing homeowners related to homeownership and mortgages to existing homeowners are not eligible under HOME-ARP.
- If a program participant is a candidate for homeownership, costs associated with pre-purchase homebuying counseling, education and outreach are eligible under HOME-ARP.

Oversight and Management: A PJ is responsible for the day-to-day management and oversight of its HOME-ARP program including but not limited to the following:

- Oversight of Eligible Costs: All supportive service costs paid for by HOME-ARP must comply with the requirements of the Notice and Uniform Administrative Requirements at 2 CFR part 200, subpart E, Cost Principles that require costs be necessary and reasonable.
- No Duplication of Services: PJs are responsible for establishing requirements that allow a program participant to receive only the HOME-ARP services needed so there is no duplication of services or assistance in the use of HOME-ARP funds for supportive services.
- Termination of Assistance: The PJ may terminate assistance to a program participant who violates program requirements or conditions of occupancy.

APPENDIX C

SAMPLE
SUBRECIPIENT AGREEMENT

**CITY OF COSTA MESA
SUBRECIPIENT AGREEMENT
WITH NONPROFIT, INC.
FOR PILOT TENANT-BASED RENTAL ASSISTANCE PROGRAM
UTILIZING HOME PROGRAM FUNDS**

THIS SUBRECIPIENT AGREEMENT (the "**Agreement**") is made and entered into as of July 1, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation of the State of California whose business address is 77 Fair Drive, Costa Mesa California 92626 (the "**City**"), and NONPROFIT, INC., a California nonprofit corporation having its principal office at 123 Street, City California 92XXX (the "**Subrecipient**").

WHEREAS, the City is a "participating jurisdiction" under the HOME Investment Partnerships Program ("**HOME**" or "**HOME Program**") and receives HOME funds from the U.S. Department of Housing and Urban Development ("**HUD**") under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 USC 12741 et seq., (the "**Act**") and 24 CFR Part 92; and

WHEREAS, the purpose of the HOME Program is to increase the supply of decent, safe, sanitary, and affordable housing for very low-income and low-income households; and

WHEREAS, among the eligible uses of HOME is the provision of tenant based rental assistance ("**TBRA**"); and

WHEREAS, the City has determined it will use HOME funds to operate a TBRA program to assist eligible very low and extremely low-income families to pay rent and other eligible housing costs (the "**Program**"); and

WHEREAS, the City has identified NONPROFIT, Inc. as an eligible "subrecipient" (as such term is defined in 24 CFR 92.2) capable of administering the Program on behalf of the City; and

WHEREAS, the Costa Mesa City Council has authorized the award of HOME funds to Subrecipient for the purpose of establishing and operating the Program.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, the City and Subrecipient agree, for themselves and for their respective successors and assigns, as follows:

SECTION 1: GENERAL PROGRAM DESCRIPTION; ROLES & RESPONSIBILITIES

1.1 Program Description.

As further described herein and in the City's Scope of Work, attached hereto as Exhibit "A," and Subrecipient's Proposal, attached hereto as Exhibit "B," both of which are incorporated herein, the goal of the Program is to provide rental assistance to eligible very low and extremely low-income families who are current residents of Costa Mesa, or who have strong community ties to Costa Mesa to attain safe, stable, and sanitary housing in order to prevent homelessness or housing insecurity.

1.2 City Role & Responsibilities.

The City is responsible to HUD for the oversight of the Program and compliance with applicable federal requirements, including the HOME requirements outlined in 24 CFR Part 92. This will include, but not be limited to, the following:

1.2.1 Program Design. Furnishing the Subrecipient with the Scope of Work and any other Program requirements, including any future changes to HOME regulations or HOME Program guidance issued by HUD;

1.2.2 Environmental Review. Completing necessary environmental reviews and/or determinations pursuant to 24 CFR 92.352 and 24 CFR 58;

1.2.3 IDIS Setup, Drawdown, and Completion. Entering project setup, drawdown, and completion information along with associated reporting in HUD's Integrated Disbursement and Information System ("IDIS"); and

1.2.4 Subrecipient Monitoring. Completing remote and on-site monitoring reviews of the Subrecipient's operation of the Program.

1.3 Subrecipient Role & Responsibilities

Subrecipient is responsible for the implementation of the Program, including interaction with applicants to the Program, TBRA recipients, and participating property owners. In all cases, Subrecipient will implement the Program in compliance with the City's requirements and all applicable federal requirements. In no case will the Subrecipient be considered the "responsible entity" for environmental reviews required under 24 CFR 58. In its role, Subrecipient will:

1.3.1 Marketing. Market and advertise the Program pursuant to the HUD's Affirmative Fair Housing Marketing Plan and in accordance with the requirements in 24 CFR 92.351, including the requirements to: (i) identify those portions of the population of the City that are least likely to apply, (ii) establish specific marketing actions (e.g. advertising in specialty publications, native languages, etc.) intended to reach such populations, and (iii) maintain records of the results of such activities;

1.3.2 Application Intake. Develop needed application materials and establish and implement an application process in accordance with the City's requirements;

1.3.3 Screening. Review individual applications, including income determinations, in accordance with the City's requirements and the HOME requirements in 24 CFR Part 92 to establish applicants' eligibility for the Program and notify applicants of their status;

1.3.4 Program Orientation. Provide individual orientations to TBRA recipients and participating property owners explaining the Program requirements;

1.3.5 Inspections. Inspect units to ensure that such units meet the Program's property standards, including but not limited to conducting visual assessments of potential lead-based paint hazards in any properties constructed prior to 1978 in accordance with 24 CFR Part 35;

1.3.6 Program Policies. Apply the City's requirements identified in the Scope of Work, including any updates thereto provided by the City pursuant to the notice provisions in Section 5.2 of this Agreement, ensuring that individual TBRA awards meet all HOME and Program requirements; and

1.3.7 Management of TBRA Recipient and Property Owner. Address questions, concerns, or disputes between TBRA recipients and property owners, provide clarifications of the City's requirements, federal requirements, and HOME requirements, and otherwise work with TBRA recipients and owners to ensure effective and compliant delivery of assistance.

SECTION 2: USE AND DISBURSEMENT OF HOME FUNDS

2.1 HOME Award

As part of this Agreement, the City is providing up to \$135,000.00 in HOME funding for project expenses (i.e. direct costs of assisting TBRA recipients) and up to \$15,000.00 in HOME funding for allowable administrative expenses. HOME funding shall be used to provide monthly rental and utility assistance to or on behalf of TBRA recipients and, as applicable, security deposit and/or utility deposit assistance to TBRA recipients entering a new unit, in accordance with federal requirements, this Agreement, and the City's requirements, to the extent applicable.

2.2 Term

The term of this Agreement shall begin upon the Effective Date and continue for a period of one (1) year, ending on June 30, 2024. The term may be extended for up to one (1) year upon mutual written agreement of the parties, subject to the availability and/or allocation of HOME funds for the Program. Upon expiration of this Agreement, the Subrecipient shall have thirty (30) days to make final requests for reimbursement. The recordkeeping and reporting requirements of Sections 3.6 and 3.8 respectively, remain in effect in accordance with the terms of those sections.

2.3 Anticipated Production

The City and Subrecipient anticipate at least XX eligible individuals or families will receive assistance under this Agreement. Subrecipient anticipates providing rental assistance to each household for three (3) to six (6) months. Subrecipient may provide assistance to a household beyond such period up to the maximum allowed (24 months) 24 CFR 92.209(e), provided that all HOME and Program requirements are met.

2.4 Project Completion Deadlines

The Subrecipient must provide the City with all necessary project information (i.e. specific TBRA recipient information) for entry into IDIS within sixty (60) days of the last payment made pursuant to this Agreement.

2.5 Program Income

City and Subrecipient acknowledge and agree that the design of Program does not anticipate the receipt of "**Program Income**," as defined in 24 CFR 92.2, by the Subrecipient. Notwithstanding, in the event that any Program Income is received by the Subrecipient, Subrecipient will promptly remit same to the City.

2.6 Disbursement of Funds

Subrecipient must remit disbursement requests (or, in the case where no reimbursement is due, a report explaining inactivity) at least quarterly and may request payments no more than once per month. In all cases, Subrecipient is prohibited from requesting HOME funds from the City until such funds are needed to pay HOME-eligible costs. Requests for disbursements are limited to the amount needed at the time of such request.

2.6.1 Reimbursement Basis

The City will provide HOME funds to the Subrecipient for Program costs on a reimbursement basis only.

2.6.2 Project Costs

To request payment of allowable costs (i.e. rental or utility assistance), Subrecipient shall submit copies of records demonstrating payment by the Subrecipient (e.g. copies of checks).

All requests for project-specific soft costs must be supported by (i) time-sheet documentation for any costs associated with Subrecipient staff, (ii) invoices for any third-party costs, and/or (iii) other source documentation (e.g. receipts and mileage logs for travel expenses, etc.).

2.6.3 Administrative Costs

Administrative costs of the Program are eligible only under general management oversight and coordination at 24 CFR 92.207(a), except that the costs of inspecting the housing and determining the income eligibility of the family are eligible as costs of the Program. Requests for payment of eligible administrative costs must be supported by time-sheet documentation for any costs associated with Subrecipient staff, invoices for any third-party costs, and/or other similar documentation. Any travel expenses charged (e.g. mileage, per diems, etc.) must be consistent with the travel requirements listed in 2 CFR 200.474.

2.6.4 Final Payment

Subrecipient shall submit a final payment request no later than thirty (30) days following the end of the Term of this Agreement, consistent with Section 2.2 of this Agreement.

SECTION 3: ADMINISTRATIVE AND PROGRAM REQUIREMENTS

3.1 Applicability of Uniform Administrative Requirements

In performing under this Agreement, the requirements of 2 CFR Part 200 apply to the Subrecipient, except for the following provisions: § 200.306, § 200.307, § 200.311 (except as provided in 24 CFR 92.257), § 200.312, § 200.329, § 200.333, and § 200.334. The provisions of 2 CFR 200.305 apply as modified by 24 CFR 92.502(c). If there is a conflict between definitions in 2 CFR 200 and 24 CFR Part 92, the definitions in 24 CFR Part 92 govern. While not intended to be an exhaustive list, Subrecipient acknowledges that the requirements of 2 CFR 200 include, inter alia, compliance with:

3.1.1 Procurement. Standards and procedures consistent with 2 CFR 200.318 through 200.326 related to the procurement of property or services with HOME funds;

3.1.2 Audit. The requirement under 2 CFR 200.501 that the Subrecipient must obtain a single- or program-specific audit if, during any given Subrecipient fiscal year, Subrecipient expends more than \$750,000 in federal funds; and

3.1.3 Cost Principles. The cost principles included in 2 CFR 200 Subpart F, including that any costs charged to HOME be supported by adequate documentation, allocable to the program, necessary, and reasonable.

3.2 Administrative Funding

Within the funding limit provided in Section 2.1, Subrecipient may use HOME funds for administrative expenses associated with operating the Program. Eligible administrative costs include costs associated with activities described in the general management oversight and coordination requirements at 24 CFR 92.207(a) to the extent that such activities are allowable under this Agreement. These include, but may not be limited to, costs associated with coordinating and overseeing the Program; advertising and promoting the Program, including affirmatively marketing the Program pursuant to the requirements of 24 CFR 92.351; maintaining appropriate Program records, including financial records, and submitting progress, financial, and other reporting to the City; taking applications, conducting intake interviews, and otherwise processing applications that do not proceed; and conducting required unit inspections.

3.2.1 Treatment of Income Determination and Inspection Costs

Pursuant to 24 CFR 92.209(a), the Subrecipient may also use HOME project funding for its project-specific soft costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants.

Alternatively, the costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants, in whole or to the extent they exceed the limit established herein, may be charged as an administrative cost, provided that in no case may a single item of cost be charged both as an administrative expense and as a project-related soft cost as provided for herein.

3.3 Reversion of Assets

Upon receipt of the final payment by the City under this Agreement and after payment by the Subrecipient of any final eligible costs under this Agreement, the Subrecipient must transfer to the City any remaining HOME funds on hand and any accounts receivable attributable to the use of HOME funds to the City.

3.4 Compliance with Other Federal Requirements

Subrecipient must comply with all applicable federal requirements, including those listed in 24 CFR Part 92, Subpart H and 24 CFR Part 5, Subpart A, and the nondiscrimination requirements of section 282 of the Act, as amended. This includes, but is not limited to, compliance with:

3.4.1 Equal Opportunity and Fair Housing. In accordance with 24 CFR 92.350 and 92.351, no person shall on the ground of race, color, religion, sex, disability, familial status, national origin, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program activity funded in whole or in part from HOME funds. In addition, Subrecipient shall develop and operate the Program in accordance with the requirement contained in 24 CFR 5.105, including but not limited to the following requirements:

- (a) The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958 B1963 Comp., P. 652 and 3 CFR 1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;
- (b) The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing Regulations at 24 CFR Part 146;
- (c) The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;
- (d) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135;
- (e) The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60;
- (f) The requirements of 24 CFR 92.351, 2 CFR 200.321, Executive Orders 11625, as amended, and 12432 (concerning Minority Business Enterprise), and 12138, as amended (concerning Women's Business Enterprise); and
- (g) The requirements of 24 CFR 5.105(a)(2) requiring that HUD-assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibiting subrecipients, owners, developers, or their agents from inquiring about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity.

3.4.2 Lobbying Disclosure Requirements. In accordance with the requirements of 24 CFR Part 87, the Subrecipient certifies, to the best of its knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such lower-tier parties shall certify and disclose accordingly; and
- (d) Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3.4.3 Drug-Free Workplace. The drug-free workplace requirements of 2 CFR Part 2429 and City's Council Policy No. 100-5, attached hereto as Exhibit "C" and incorporated herein;

3.4.4 Debarred or Suspended Entities. By signing this Agreement, Subrecipient certifies that it is not presently listed by any federal agency as debarred, suspended, or proposed for debarment from any federal contract activity. If during the term of this Agreement this information changes, Subrecipient shall notify City without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment. Further, in carrying out its responsibilities hereunder, Subrecipient will not employ, contract with, or otherwise make use of subcontractors, service providers, Subrecipients, or any other party that is debarred, suspended, or proposed for debarment from any federal contract activity.

3.4.4 Environmental Review. While the City is responsible for environmental reviews and determinations under this Agreement, Subrecipient will cooperate and assist in documenting the environmental status of each assisted unit, including but not limited to the initial preparation of an *Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5* checklist. In no case will Subrecipient execute an agreement with respect to a specific unit to be assisted without notification from the City that the project is either exempt from environmental review or that needed reviews have been completed.

3.4.5 Lead Based Paint. Subrecipient will ensure that all assisted units in properties which were originally constructed prior to 1978 pass a visual assessment pursuant to the requirements of 24 CFR 35.

3.4.6 Conflict of Interest. Pursuant to 24 CFR 92.356, no employee, agent, Subrecipient, officer, or elected official or appointed official of the City or the Subrecipient, individually known as a "Covered Person," that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to HOME-assisted activities, is eligible to receive HOME assistance under the Program or to have a financial interest or financial benefit in any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Agreement, or the proceeds from such activities. This provision shall apply to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the City or Subrecipient or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person. In the event a Covered Person, or a person with whom the Covered Person has business or family ties, is otherwise eligible and applies to the Program, Subrecipient will immediately notify the City. City, in its sole discretion, may pursue an exception from HUD under the provisions of 24 CFR 92.356(d) to allow participation notwithstanding the conflict of interest. Only HUD may grant such an exception; neither the City nor the Subrecipient may grant such an exception on its own. Moreover, the City and Subrecipient shall comply with the conflict of interest requirements in 2 CFR 200.317 and 2 CFR 200.318 in the procurement of property and services.

3.4.7 Subrecipient Activities. Subrecipient will comply with the reasonable rate of compensation requirements in accordance with 24 CFR 92.358.

3.4.8 Faith-Based Organizations. Faith-based organizations are eligible to participate in the HOME program on the same basis as any other organization but must comply with the requirements of 24 CFR 5.109.

3.5 VAWA Regulations

The City and Subrecipient both acknowledge and agree that each are subject to the requirements of 24 CFR 92.359 and 24 CFR 5, Subpart L, which implements provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA). Subrecipient also agrees to follow and implement the applicable VAWA requirements required by 24 CFR 92.359(g), for all applicants to the Program, and all TBRA recipients for the period that tenant based rental assistance is provided. Moreover, the Subrecipient agrees that all leases that are approved by the Subrecipient shall contain a VAWA lease term/addendum, as described in 24 CFR 92.359(e).

3.6 Recordkeeping

Subrecipient shall maintain detailed records of all its activities under this Agreement, including records on all persons served pursuant to this Agreement, and all required Program records applicable to TBRA assistance that are described in 24 CFR 92.508. Representatives of the City, HUD (including HUD's Office of Inspector General), the Comptroller General of the United States (aka the U.S. Government Accountability Office or "GAO"), or their designees may examine any records or information accumulated pursuant to this Agreement. All confidential information shall be treated as such by all aforementioned City, HUD, or GAO representatives or designees.

Subrecipient will maintain administrative and financial records as required by 24 CFR 92.508, applicable to the activities to be carried out under this Agreement, including but not necessarily limited to:

3.6.1 General Administrative and Financial Records.

- (a) Information about contractors, vendors, and other service providers to include, but not necessarily be limited to, verification of non-debarment and suspension, verification of qualifications and experience, legally binding contracts and agreements, invoices and payment records, and related correspondence (see 24 CFR Part 24 and 2 CFR Part 2424);
- (b) Financial information including, but not necessarily limited to, audits and related correspondence, accounting and financial records, indirect cost analyses, and internal controls and reconciliations;
- (c) Financial records identifying the source and use of funds for each person assisted under the Program pursuant to this Agreement, as well as well as underlying documentation (e.g. timesheet records, invoices/receipts, proof of payment, etc.) for all costs charged to HOME;
- (d) Records demonstrating compliance with the Uniform Administrative Requirements of 2 CFR 200, as applicable.

3.6.2 TBRA Recipient Records. TBRA recipient records in accordance with 24 CFR 92.508(a)(3) that demonstrate that each HOME-assisted tenant met the requirements of the HOME program, including but not limited to:

- (a) Full descriptions of each tenant or family assisted with Program funds, including the location (address of each unit) and the form of TBRA assistance (e.g., rental assistance, utility assistance, etc.);
- (b) The source and application of funds for each TBRA recipient, including supporting documentation in accordance with 2 CFR 200.302; and records to document the eligibility and permissibility of the TBRA recipient's costs;
- (c) Records, consistent with the Program Guidelines, demonstrating that each TBRA-assisted unit meets the Program's property standards;
- (d) Records demonstrating that each assisted tenant or family is income eligible in accordance with 24 CFR 92.203, as modified by the April 2020 TBRA Memo, to the extent applicable;
- (e) Copies of all agreements between the Subrecipient and TBRA recipients and their property owners.

3.6.3 Records of Other Federal Requirements. Other records that include documentation of compliance with other federal requirements in accordance with 24 CFR 92.508 that includes the following requirements to the extent applicable to the Program:

- (a) Documentation of Subrecipient's efforts to affirmatively further fair housing, including both marketing efforts and records on the extent to which each racial and ethnic group and single-headed households (by gender of household head) applied for, participated in, or benefited from the Program;
- (b) Records concerning lead-based paint in accordance with 24 CFR Part 35;
- (c) Records related to compliance with the VAWA provisions of 24 CFR 92.359, including but not limited to evidence proper notices were provided to applicants and TBRA recipients and summaries of requests for VAWA protections and actions taken;
- (d) Records supporting any requests for exceptions to the conflict of interest provisions in accordance with 24 CFR 92.356; and
- (e) Records required by the April 2020 TBRA Memo for the waivers and suspensions used by the Program, to the extent applicable.

3.7 Record Retention

All Program records shall be maintained by the Subrecipient for a minimum of five (5) years beyond the final payment under this Agreement. Notwithstanding, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have commenced before the expiration of the retention periods outlined, such records must be retained until completion of the actions and resolution of all issues, or the expiration of the retention period, whichever occurs later.

3.8 Reporting Requirements

The Subrecipient agrees to submit any and all reports required by the City or HUD within thirty (30) days of the City or HUD's request. The Subrecipient will provide updates on Program implementation to the City on a monthly basis. Using forms approved by the City, such reports may be submitted either in hard-copy or electronically, and will include information on the marketing and startup of the Program, number of applications received, challenges or concerns about implementation, and estimates of the timing of upcoming commitments and expenditures of HOME funds.

The City reserves the right to unilaterally alter, supplement, or otherwise modify the frequency, content, or form of delivery of required reports as needed to maintain adequate oversight of the Program, address changes to HOME regulations, or to address findings related to noncompliance by the Subrecipient.

SECTION 4: DEFAULT, REMEDIES, AND TERMINATION

4.1 Default

The following are considered a default by the Subrecipient under this Agreement:

- (a) Subrecipient fails, in any manner, to fully perform and carry out any of the terms, covenants, and conditions of this Agreement;

- (b) Subrecipient refuses or fails to proceed with the work and tasks contemplated in this Agreement in accordance with such diligence as will ensure their completion within the time fixed by the schedule set forth in this Agreement;
- (c) Material noncompliance with any applicable HOME regulatory requirements in 24 CFR Part 92 or any other applicable federal requirements; or any applicable State or local law, regulation, ordinance, or requirement related to the Program; and
- (d) Dissolution or other termination of existence; insolvency; forfeiture of right to do business in the State of California or business failure; appointment of a receiver of any part of the Subrecipient's property; the calling of any meetings of, or the assignment for the benefit of, creditors of the Subrecipient; or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Subrecipient which are not dismissed within 60 days.

4.2 Remedies

In the event of default by Subrecipient hereunder, which is not cured within ten (10) days of the mailing of written notice by the City as described in Section 5.4, the City may seek any combination of the following remedies:

- (a) Suspend payments under this Agreement pending the correction of a default or deficiency;
- (b) Disallow part or all of any of the Program or cost hereunder which is not in compliance with this Agreement, the City's requirements, applicable federal requirements, or HOME regulations;
- (c) Suspend, in whole or part, this Agreement pending correction; or, following any cure period provided by the City, terminate this Agreement for cause as provided in 2 CFR 200.339;
- (d) Recommend to HUD that it initiate suspension or debarment proceedings as authorized under 2 CFR Part 180;
- (e) Take any other action available under 2 CFR 200.338;
- (f) Require the repayment of previously disbursed HOME funds for questioned costs;
- (g) Require Subrecipient to participate in training or technical assistance; and
- (h) Make use of any other remedies that may be legally available to the City.

4.3 Termination for Convenience

In addition to any termination for cause provided herein, this Agreement may be terminated for convenience by the City upon ten (10) days written notice. In the event of termination under this section, Subrecipient shall suspend the collection of applications and execution of agreements with TBRA recipients following receipt of such notice. Subrecipient shall further provide final reporting and a final request for reimbursement within sixty (60) days of any termination under this section. Subrecipient will have no claim of payment or claim of benefit for any cancelled

activities undertaken under this Agreement and shall not be entitled to, and hereby waives, all claims for lost profits and all other damages and expenses.

SECTION 5: ADDITIONAL PROVISIONS

5.1 Fees to TBRA Recipients Prohibited

Subrecipient is prohibited from charging application or other fees for the purpose of covering costs of administering the Program.

5.2 Notice

Except in the case of a notice of default, which must be delivered via mail or delivery service, the City may issue written notices as required or anticipated herein to the Subrecipient via email, mail, delivery service, or in person as may be appropriate. Notices delivered via electronic means or in person will be deemed delivered on the same day. Notices delivered via mail or delivery service shall be deemed delivered two (2) days after being placed in the United States mail or delivery service, postage pre-paid, addressed to the Subrecipient as follows:

NONPROFIT, Inc.
123 Street
City, CA Zip
Attn: Nonprofit Contact, Executive Director

Notices due the City shall be in writing and may be delivered via email, mail, delivery service, or in person as may be appropriate. Notwithstanding, a notice of default to the City must be delivered via certified mail with return receipt requested and shall be deemed delivered upon signature of the City's representative identified below. Notices to the CITY should be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Susan Price, Assistant City Manager

5.3 City Liability

The City shall have no liability except as specifically provided in this Agreement. The City, by execution of this Agreement, assumes no liability for damages caused to persons or property by reason of Subrecipient providing goods or services herein or for injury to any employee, agent or subcontractor of the Subrecipient performing under this Agreement.

5.4 Indemnification

Subrecipient shall indemnify, defend, and hold free and harmless City, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, suits or other legal proceedings brought against City, its elected officials, officers, employees, agents and volunteers, arising out of or relating to the performance of this Agreement by Subrecipient, its officers, employees, agents, volunteers and/or subcontractors.

Subrecipient shall further indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, suits, actions

or proceedings arising from or relating to any failure of Subrecipient to comply with any applicable laws or regulations.

5.5 Insurance

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Subrecipient 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 Subrecipient 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. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Subrecipient 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.

5.5.2 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 Subrecipient pursuant to its contract with the City; products and completed operations of the Subrecipient; premises owned, occupied or used by the Subrecipient; automobiles owned, leased, hired, or borrowed by the Subrecipient."
- (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 Subrecipient'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 Subrecipient'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.

5.5.3 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.

5.5.4 Certificates of Insurance. Subrecipient 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.

5.5.5 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 Subrecipient may be held responsible for payments of damages to persons or property.

5.8 Compliance with all Laws

Subrecipient shall comply with all applicable federal, state and local laws and regulations in the performance of this Agreement and shall keep in effect any and all licenses, permits, notices and certificates as are required thereby. Subrecipient shall further comply 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.

5.9 Independence of Subrecipient

Nothing in this Agreement shall be deemed or construed to represent that Subrecipient, or any of Subrecipient's employees or agents, are the agents, representatives, or employees of the City. Subrecipient acknowledges that it is an independent contractor in its performance under this Agreement. Anything in this Agreement that provides the City with the right to direct Subrecipient in its performance of its obligations under this Agreement is solely for purposes of compliance with local, state, and federal regulations.

5.10 Binding Effect; Assignment

This Agreement is binding on the City and Subrecipient, and their respective successors and assigns. Subrecipient shall not assign or transfer its interest in this Agreement without the prior written approval of City which shall be in the City's sole and exclusive discretion.

5.11 Amendments

This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties. Notwithstanding, in the event that (i) HUD imposes new or modified requirements in the HOME Program through regulation, administrative notice, publication, or other notice, or (ii) HUD specifically identifies violations of HOME program requirements pertaining to this Agreement or the Program undertaken hereunder, Subrecipient agrees to comply with any new or modified requirements to ensure this Agreement and the activities hereunder remain in or are brought into compliance with such requirements. The City shall provide prompt notice to the Subrecipient of any such modifications. Subrecipient further agrees to execute an amendment to modify the terms of this Agreement in such manner as necessary to formally reflect and implement new HOME requirements or correct identified deficiencies.

5.12 Interpretation; Entire Agreement

This Agreement is the sole agreement between the two parties, and no prior or subsequent discussions, negotiations, or agreements, whether verbally or in writing, shall be merged with this Agreement. Any question or dispute regarding the interpretation of the terms of this Agreement shall be decided by the City. The City's decision on any dispute under this Agreement, which shall be furnished in a manner of its choosing, shall be final and binding. In the event of a conflict between this Agreement and/or any regulatory requirements, the regulatory requirements control and the City reserves the right to resolve the conflict and determine the Subrecipient's compliance with such provisions.

5.13 Applicable Law

This Agreement shall be construed and interpreted in accordance with California law. In the event of legal action resulting from a dispute hereunder, the parties agree that the State and federal courts of the State of California shall have jurisdiction and that the proper forum for such action shall be in Orange County, California.

5.14 Headings & Pronouns

The headings in this Agreement are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine, or neutral gender, shall include all other genders, and singular nouns used herein shall include the plural and vice versa.

5.15 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.

5.16 Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

5.17 Signature Authority

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

[Signature page follows.]

DRAFT

IN WITNESS WHEREOF, the City and Subrecipient have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

SUBRECIPIENT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

**APPENDIX D
FORMS**

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



VENDOR APPLICATION FORM

FOR

RFP NO. 23-15 HOUSING RELATED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(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. 23-15 HOUSING REALTED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS** at any time after **March 27, 2023**.

Date: _____

Signature

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **March 27, 2023** with a City Councilmember concerning informal **RFP No. 23-15 HOUSING RELATED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS**. A copy of all such communications is attached to this form for public distribution.

Date: _____

Signature

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No _____

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."

COMPANY PROFILE & REFERENCES

Company Legal Name:

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

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

Business Address:

Website Address:

Telephone Number:

Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: ___Yes ___No

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

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number:

Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number:

Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number:

Facsimile Number:

Email Address:

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

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

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

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

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

Bidder/Applicant/Proposer

Date



Shelby Knox <sknox@clsocal.org>

DAILY, MIKELLE; Amy Goldman; Margaret Fu ▾

2:18

CLA SoCal Expanded Proposal for No-cost Legal Services...

i If there are problems with how this message is displayed, click here to view it in a web browser.

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

[Bing Maps](#)
[+ Get more ap](#)

Hi Mikelle. Thank you again for contacting us. I think that "No-cost Legal Services for Low-Income Renters Facing Evictions or Residents Needing Assistance with Obtaining Public Benefits" is an excellent title.

Just to recap our conversation, CLA SoCal proposes to augment our proposal with a 1 FTE Staff Attorney from our Public Benefits Unit. This Staff Attorney would assist eligible Costa Mesa residents who have challenges in accessing or maintaining public benefits for which they are qualified. For example, these benefits could include programs such as Social Security, Supplemental Security Income (SSI), or Unemployment. These benefits can provide an economic lifeline to residents, giving them the financial stability they need to maintain housing or transition into new housing.

We seek to request an increase in funding to \$250,000/year. Each year, this would fund 100 clients, with a target of 37 housing clients from the original proposal, 35 benefits clients, and 28 same-day legal advice clients who have, or are facing, housing instability. With an average of 3.29 members per household, we anticipate this would impact more than 300 Costa Mesa residents annually.

Please don't hesitate to reach out if you have any questions. Thank you very much,
Shelbie

Shelbie Knox | Grants and Evaluation Manager

Pronouns: she/her/hers – [What's this?](#)

Community Legal Aid SoCal

2101 North Tustin Ave., Santa Ana, CA 92705

Direct: [1 \(714\) 571-5230](tel:17145715230) | **Santa Ana Office:** [1 \(714\) 571-5200](tel:17145715200) | **Fax:** [1 \(714\) 571-5270](tel:17145715270)



CONFIDENTIALITY NOTICE: This email message is intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential, and/or otherwise protected from disclosure. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient or believe that you received this message in error, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, but do not wish to receive communications through this medium, please so advise the sender immediately.



Community Legal Aid SoCal

Advocates for Justice in Orange and Los Angeles Counties

April 11, 2023

City of Costa Mesa
ATTN: Finance Department
77 Fair Drive
Costa Mesa, CA 92626

Dear Friends at the City of Costa Mesa:

On behalf of the Community Legal Aid SoCal (CLA SoCal) team, we thank the City of Costa Mesa for the opportunity to be considered for a new funding partnership under the City's HOME-ARP Housing Related Supportive Services for Qualifying Populations program.

CLA SoCal was founded in 1958 and has been bridging the justice gap for 65 years. Our practice areas and programs reflect the most pressing needs of the most vulnerable members of our communities, nearly all of whom are low-income, and many of whom are survivors of domestic violence, people with disabilities, people experiencing homelessness, people of color, people with limited English proficiency, and/or immigrants. At the root of our work is to increase access to legal services for individuals in need.

CLA SoCal's proposed HOME-ARP Housing Related Supportive Services for Qualifying Populations project will provide no-cost full-scope services in 37 housing cases (equating to ~100 unique individuals impacted) to improve housing stability for Costa Mesa residents, where there is no local government support for eviction defense. Our target population is low-income individuals and families at-risk of or experiencing homelessness with identified housing-related legal needs.

CLA SoCal's main office is located less than 10 miles from the City of Costa Mesa at:

- **Address:** 2101 North Tustin Avenue, Santa Ana, CA 92705
- **Phone Number:** (714) 571-5200

CLA SoCal does not anticipate utilizing subcontractors for this proposed project.

Many thanks to the City of Costa Mesa again for its consideration of this important work. Please reach out to our Grants and Evaluation Manager, Shelbie Knox if you have any questions about this project; she can be reached at sknox@clsocal.org or by phone at (714) 571-5230.

Warm regards,

Kate Marr
Executive Director

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 Services, of this RFP.

The 2022 OC Point-in-Time count found that there were 208 housing insecure Costa Mesa residents, 150 unsheltered and 58 sheltered. While this number is relatively low in comparison to neighboring cities, supportive services remain limited. For individuals facing homelessness, seeking legal aid often falls to a low priority as they struggle to meet more critical basic needs.

To meet the guidelines of Appendix A – Scope of Services for this RFP, CLA SoCal’s proposed program will increase the availability of housing legal services through the following objectives:

OBJECTIVE #1: Expand access to housing-related legal services for 37 high-need Costa Mesa clients at risk of eviction during the grant period. CLA SoCal’s Housing team specializes in cases such as Section 8, Veterans Affairs Supportive Housing (VASH), Emergency Housing Vouchers (EHV) for domestic violence survivors, and Housing is Key rental assistance denials which are likely to spike once litigation ends. For a full description of potential services, please see page 2.

OBJECTIVE #2: Educate officials (elected and/or agency) around affordable housing and homelessness reduction strategies including subsidized housing, housing elements, rent control, and new laws banning discriminatory housing practices. This could include direct advocacy or provision of technical assistance to housing advocates in our region.

OBJECTIVE #3: Publicize the Housing program to social service providers, other legal organizations, domestic violence service providers, elected officials, etc. to continue expanding our network of referral systems. Utilize social media to inform the public about this work as well as provide 4 Know Your Rights presentations within the Costa Mesa community.

OBJECTIVE #4: Evaluate impact of project to extract best practices and make course corrections when warranted.

Housing-related legal services will be provided to individuals and families who meet the following qualifications: Homeless, as defined in 24 CFR 91.5 Homeless (1), (2), or (3); at-risk of Homelessness, as defined in 24 CFR 91.5 At risk of homelessness; fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD. 24 CFR 5.2003; other Populations where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability.

Services provided under this funding will be allocated to Costa Mesa homeless residents, as identified by an individual/family whose most recent permanent primary residence was in Costa Mesa, is a member of Costa Mesa's workforce, or has child(ren) attending a Costa Mesa school. Residence-eligibility and income-eligibility will be assessed during the trauma-informed intake and assessment process; for individuals who meet the qualifications of the Housing Related Supportive Services for Qualifying Populations program will be assigned to the Staff Attorney to-be hired utilizing these funds.

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 Services of this RFP.*

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.

CLA SoCal has been providing housing-related legal services for more than fifty years; program services are fully implemented and proven to be successful. If awarded, our proposed Housing Related Supportive Services for Qualifying Populations program will not require an implementation phase as services for Costa Mesa residents are already in process. City of Costa Mesa funding will allow for program expansion to hire an additional Housing Unit Staff Attorney, which we anticipate will increase impact by 37 cases on an annual basis, supporting approximately 100 individuals including clients, their children, and other household members.

Projects already managed by CLA SoCal that are similar in scope to those proposed in this RFP are managed by the organization's experienced Housing Unit, which includes 2 Supervising Attorneys, 2 Senior Attorneys, 10 Staff Attorneys, and 8 Paralegals (with 2 Staff Attorney and 1 Paralegal positions currently vacant/being hired for). Impact data is collected by utilizing our case management system, SMS client surveys, and anecdotal evidence brought by our project team. The team then meets regularly to chart progress, but also to identify any problems and discuss the need for course correction or systemic changes. To ensure successful performance of contracts of this nature, CLA SoCal's Grants and Evaluation Manager and Director of Legal Services meet quarterly with the Supervising Attorney and Directing Attorney to assess the grant-funded work and program efficacy.

Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Services, Appendix A.

CLA SoCal's proposed Housing Related Supportive Services for Qualifying Populations program will provide no-cost legal services for low-income renters facing evictions in Costa Mesa. All potential clients are first screened for financial eligibility and legal conflicts by trauma-informed Intake and Assessment staff. Individuals whom we cannot serve are referred to other resources to receive support. For those whom we can serve, clients are provided with immediate legal advice, while clients who present more complex cases or are at-risk of immediate homelessness will be referred to the Housing team for brief or extended services. Extended services include document review and preparation and provision of advice and counsel at eviction defense clinics; draft answers to complaints and dispositive motions; propound and respond to discovery; argue motions before the court; take cases for full representation and possible trial; negotiate settlements; prepare emergency stays of eviction.

On behalf of clients, CLA SoCal will raise defenses for tenants who otherwise would not have done so due to lack of knowledge or intimidation. Assigned attorneys will fight frivolous evictions and unchecked abuses to help prevent tenants from signing unfair agreements. They will help

tenants remain in their homes and avoid the fallout of evictions including displacement, depression, illness, and instability.

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

During the one-year grant term, CLA SoCal aims to manage an additional 37 housing-related cases specifically for Costa Mesa residents. Grant funds will support the hiring of a new Housing Staff Attorney to ensure the successful delivery of this project. In addition, grant funds will be partially allocated to (2) existing Staff Attorney roles and (1) existing Supervising Attorney role. CLA SoCal is committed to serving the Costa Mesa community as a collaborative partner by meeting with officials at the local level (e.g., housing authorities and city councils) and working with housing advocates to assist in local efforts.

To ensure the goal of 37 new cases is met, project deliverables during the grant term include:

- Perform holistic legal assessments for all tenants and provide referrals to additional legal services when appropriate.
- Educate tenants about their rights by providing 4 Know Your Rights workshops in languages requested by community partners to high need communities in Costa Mesa.
- Track changes in landlord/tenant laws and tenant protections, including those related to COVID-19, to ensure that the most up-to-date advice and strategy is provided.

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.

CLA SoCal's proposed project does not require any tasks to be led by City of Costa Mesa staff.

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.

CLA SoCal prides itself on uniquely serving the community through services rooted in language justice, meaning we increase meaningful participation for linguistically marginalized communities – communities whose members have historically faced challenges in engaging legal services and basic needs. To that end, CLA SoCal employs staff who are fluent in English, Korean, Spanish, and Vietnamese; for other languages, we utilize a language service that can provide translation in over 200 languages for our Hotline and in-person meetings. Additionally, CLA SoCal utilizes sign language interpreting services for our hearing-impaired clients. Our priority is to ensure that our non-English-speaking clients receive the same high-level service as our English-speaking clients.

This innovative approach to services empowers our organization to engage in meaningful dialogue driven by active listening and without judgment to ensure that clients feel heard and respected and are comfortable asking questions during the decision-making process regarding their legal matters.

Qualifications & Experience of the Firm:

Applying Agency: Community Legal Aid SoCal (CLA SoCal)

Address: 2010 N. Tustin Avenue, Santa Ana, CA 92507

State of Incorporation: California

Date of Incorporation: 05/09/1958

First Began Operations: 05/09/1958

First and Last Name of Board Officers can be found on page 14.

Founded in 1958, CLA SoCal provides free legal services to low-income families, individuals, and senior citizens in Orange and Los Angeles Counties. The name was legally changed from Legal Aid Society of Orange County in 2019. CLA SoCal is the largest legal aid provider in Orange County and is the only nonprofit legal aid organization with offices in southeast Los Angeles County.

CLA SoCal operates one of the largest free legal hotlines in the US, with more than a dozen staff who can field calls and online intake in several languages (in-house). Our Intake and Assessment Unit determines which cases are handled immediately with advice and counsel, and which are referred to litigation staff.

In 2022 CLA SoCal staff served clients in nearly 4,000 housing cases – a nearly 60% increase over 2019. During this time, CLA SoCal has worked to ensure that the Housing unit has the supervision, camaraderie, and structure its staff need to handle multiple grants and quickly evolving housing laws.

Our Systemic Impact Unit (SIU) helps our litigation units identify and advocate around systemic problems; over the past two years, their work has focused on systemic benefits advocacy, affordable housing advocacy, illegal housing practices, and protection of domestic violence survivors in the civil court system.

Developing strong systems for both mentorship and accountability were foundational objectives for our recent restructure. Our programmatic managers on this project, from Supervising Attorney to Director of Legal Services, have a wealth of experience ranging from ten years to thirty-six years of case handling in state and federal court. Additionally, all of these staff are experienced supervisors who participate in supervisorial training throughout the year, as well as leadership roundtables, case reviews, and evaluation.

CLA SoCal also has experienced Finance, Grants, and Operations/Data staff who help accurately and effectively administer and report on grants and monitor subrecipients.

CLA SoCal frequently attends community events throughout the county to publicize its work related to housing legal needs and to hand out multilingual fliers about our homelessness prevention efforts; in 2022, we attended 34 public housing events that included nearly 2,500 attendees. These events include bilingual staff to ensure that we are able to speak with attendees in the language which they prefer. CLA SoCal also participates in numerous coalitions and trainings that include service providers throughout Orange County. On these calls and in meetings, partners discuss their respective services with the goal of building referral networks and learning about third-party services that could benefit our clients.

List of Current and Previous Contracts Similar to Proposed Services

CLA SoCal currently maintains or has engaged in contracted partnerships within the last eight years with the following agencies to provide services similar to the requirements for Costa Mesa.

NOTE: contracts involving passthrough of federal ARP or CDBG** funding.*

- **County of Los Angeles Department of Consumer and Business Affairs Stay Housed/Eviction Defense Project** (passthrough grant via Legal Aid Foundation of Los Angeles (LAFLA)) – 2 contracts totaling \$1,662,006.
 - Contract Term: 7/30/20-3/31/21; 9/15/20-3/31/22; 5/13/22-6/30/23* (expected to be renewed)
 - Contract Contact Name & Title: Joanna Esquivel, Project Manager, LAFLA
 - Contract Contact Phone Number: jesquivel@lafla.org, 323.801.7964
 - Brief Description: Eviction defense services for 400+ residents of Los Angeles County annually.
- **State Bar of California Homelessness Prevention Grants** – six contracts totaling \$5,002,353.
 - Contract Term: 10/1/19-12/31/2021; 1/1/21-12/31/23; 12/1/2021-12/31/24*; 1/1/22-12/31/24*; 1/1/23-6/30/24
 - Contract Contact Name & Title: Chris McConkey, Supervisor, Program, Office of Access&Inclusion, State Bar of California
 - Contract Contact Phone Number: Christopher.McConkey@calbar.ca.gov, 213-765-1505
 - Brief Description: Homelessness prevention services including eviction defense, public benefits advocacy, and education for 1,000+ California residents annually.
- **City of Santa Ana Community Development Block Grant (CDBG)** – five contracts totaling \$234,363**
 - Contract Term: 7/1/17-6/30/2018; 7/1/18-6/30/19; 7/1/19-6/30/20; 7/1/20-6/30/22; 7/1/22-6/30/24
 - Contract Contact Name & Title: Brenda Vega, Community Development Analyst
 - Contract Contact Phone Number: BVega@santa-ana.org, (714) 647-6561
 - Brief Description: Domestic violence prevention services for 20-30 City of Santa Ana residents annually.
- **City of Norwalk CDBG** – six contracts totaling \$87,000**
 - Contract Term: 7/1/215-6/30/16; 7/1/16-6/30/17; 7/1/17-6/30/18; 7/1/18-6/30/19; 7/1/21-6/30/22; 7/1/22-6/30/23
 - Contract Contact Name & Title: Rosio Medina, Management Analyst
 - Contract Contact Phone Number: RMEDINA@norwalkca.gov; 562-929-5952
 - Brief Description: General legal services for City of Norwalk residents.

Key Personnel

- **Alisha Saska:** Supervising Attorney for CLA SoCal's Housing Unit.
 - Alisha has 10 years of experience providing low-income tenants with housing related legal advice. She has represented clients in eviction actions, section 8 termination hearings, and other landlord tenant disputes. Alisha currently supervises the Community Legal Aid SoCal's housing team.
- **Jonathan Gibson:** Orange County-focused Staff Attorney for CLA SoCal's Housing Unit.
 - Jonathan has been with CLA since 2020. He represents tenants in all aspects of eviction litigation including assisting them to prepare answers and representing them in unlawful detainer trials.
- **Negeen Sadeghi-Movahed:** Orange County-focused Staff Attorney for CLA SoCal's Housing Unit.
 - Negeen has been with CLA since 2021. She represents tenants in all aspects of eviction litigation including assisting them to prepare answers and representing them in unlawful detainer trials.
- **Vacant (to be filled with partial Costa Mesa funds):** Staff Attorney
 - The Housing Staff Attorney will work as a member of the housing team to serve and represent low-income and senior tenants who are facing eviction. The position requires working with individuals during moments of extreme stress and instability, and the provision of culturally sensitive and empathetic services.

ALISHA D. SASKA

Supervising Attorney | Community Legal Aid SoCal | (714) 571-5250 | asaska@clsocal.org

EDUCATION & PROFESSIONAL LICENSE

California State Bar License

December 2013

University of the Pacific, McGeorge School of Law

J.D. with Distinction

May 2013

Capital Certificate in Public Law and Policy and Certificate in Advocacy

Cedar Crest College

B.S., Chemistry and Political Science

May 2010

B.A., History, Minor in Economics

May 2010

CERTIFICATIONS AND TRAININGS

Mediation Certification, McGeorge School of Law

May 2013

Deposition Bootcamp, National Institute for Trial Advocacy

February 2015

Trial Advocacy Institute, National Institute for Trial Advocacy

October 2016

EXPERIENCE

Community Legal Aid SoCal

Supervising Attorney, Housing Unit

March 2020-Present

Oversaw the creation of the housing unit; Supervise a staff of 4 attorneys and 3 paralegals who assist clients regarding landlord tenant issues including evictions, subsidized housing, and mobile home assistance; Work with community partners to implement various projects including an Eviction Defense Program and a Pro Bono Eviction Defense Program; Represent tenants regarding issues with their landlords including eviction defense and administrative hearing representation; Engage in outreach including tenant know your rights presentations.

Staff Attorney

November 2019-March 2020

Organized and conducted housing clinics; Provided counsel and advice and limited scope services to clients; Researched and prepared pleadings including answers and settlement agreements; Negotiated settlements on behalf of tenants involved in eviction cases; Conducted full factual investigations and discovery including propounding and responding to interrogatories and requests for admissions and production of documents.

Legal Services of Northern California

Supervising Attorney

March 2018-November 2019

Staff Attorney

December 2013-March 2018

Reviewed closed cases related to housing issues for compliance with grant requirements; Edited and approved pleadings written by attorneys and interns before filing with courts and administrative agencies; Led case review meetings to develop case and litigation strategies; Conducted trainings, both internally and in the community; Provided counsel and advice to clients regarding landlord-tenant disputes, mortgage foreclosures, pensions, public benefits,

and educational rights in over 1500 cases; Drafted pleadings including answers, motions for summary judgment, and trial briefs; Conducted full factual investigations and discovery including interrogatories, requests for admissions and production of documents, and depositions; Represented clients in settlement negotiations and administrative hearings regarding public housing and public benefits; Represented clients in Unlawful Detainer Bench trials; Researched statutes, legislative history, precedent cases, and applicable regulations relating to housing law, mortgage foreclosures, and pensions; Organized and participated in targeted community outreach events and legal trainings.

Jonathan Gibson

1501 E. 37th Street, Long Beach, CA 90807 | (714) 612-2758 | JonathanGibson7@gmail.com

EDUCATION

Bar Admission: Member, California State Bar Association, December 2014; Member, Federal Bar Association, Central District of California

Georgetown University Law Center, Washington, DC

Juris Doctor, May 2014; GPA: 3.36

Chapman University, Orange, CA

Bachelor of Arts in Psychology with a minor in Business Administration, 2006

EXPERIENCE

Legal Aid Foundation of Los Angeles, Los Angeles, CA

Staff Attorney (November 2019 – Present)

Represent unhoused individuals in federal impact litigation to prevent the unlawful seizure of property without due process. Represent tenants in Section 8 administrative hearings and advocate for housing authorities to modify Administrative Plans to comply with the law. Assist tenants with housing issues such as habitability violations, illegal rent increase, and eviction.

Public Law Center, Santa Ana, CA

Staff Attorney (June 2016 – September 2019)

Represented tenants in unlawful detainer actions, Section 8 administrative proceedings, writ actions, and other landlord/tenant cases. Handled all cases as lead attorney and was responsible for representation at hearings, conducting depositions and other discovery, as well as negotiating favorable resolution of matters. Trained/supervised law fellows and law clerks.

Disability Rights Legal Center, Los Angeles, CA

Staff Attorney (October 2015 – May 2016)

Conducted legal research for motion practice under the Americans with Disabilities Act. Drafted written discovery and met with clients to prepare responses to written discovery.

Greater Bakersfield Legal Assistance, Bakersfield, CA

Staff Attorney, Sargent Shriver Program (August 2014 – September 2015)

Represented tenants in unlawful detainer proceedings. Responsibilities included all aspects of litigation such as discovery, negotiating settlements, motion practice, and trial.

DC Law Students in Court, Washington, DC

Student Attorney (August 2013 – May 2014)

Represented indigent clients in DC Civil and Landlord-Tenant Court. Responsibilities included all aspects of litigation including investigating housing code violations, conducting discovery, conducting legal research, and drafting all pleadings and motions for trial.

Language Skills: Conversational in Spanish

NEGEEN SADEGHI-MOVAHED

Hollywood, CA • 949-973-3991 • negeensadeghi@gmail.com

EDUCATION

Bar Admission: California, January 2021 / Bar Number: 334183

American University Washington College of Law Washington, D.C.

Juris Doctor May 2019

University of California, Los Angeles Los Angeles, CA

Bachelor of Arts in Political Science June 2015

EXPERIENCE

Strategic Legal Practices Los Angeles, CA

Associate Attorney, September 2021

Researching and drafting complex motions related to all stages of the case from complaint through trial. Appearing in court and arguing substantive motions before the court. Negotiating with opposing counsel to solve discovery disputes. Taking depositions of the person most knowledgeable for international corporations and defending depositions of plaintiffs in consumer protection disputes.

The Marble Law Firm Remote

Case Assessment Attorney May 2021 – September 2021

Interviewed six to eight potential clients per day determining all potential applicable family law claims, counterclaims, and defenses. Advised potential clients regarding the process and procedure for their relevant legal questions. Identified relevant information and anticipated evidentiary hurdles, objections, and potential responses.

Orange County Public Defender's Office Santa Ana, CA

Post-Bar Clerk in Writs and Appeals Unit March 2020 – May 2020

Drafted writs of mandate for misdemeanor cases regarding Pitchess/Brady issues. Wrote legal memoranda on OC Sheriff Department's wide-spread failure to log evidence per department policy. Certified Post-Bar Clerk in Felony Panel Unit August 2019 – November 2019 Researched issues related to de-facto arrest, illegal detention, and illegal searches. Drafted 1538.5 and 402 motions. Assisted supervising attorney with crafting trial strategy.

American University Washington College of Law Criminal Justice Clinic Washington, D.C.

Student Attorney August 2018 – January 2019

Represented juvenile and adult clients in Montgomery County Circuit Court and District Court. Conducted intake interviews with clients and interviewed witnesses to prepare for trial. Researched immigration consequences of juvenile convictions and burglary laws. Drafted and argued motions, wrote memoranda, and negotiated with prosecutors.

Language Skills: Farsi (conversational)

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.

CLA SoCal is happy to provide any requested information regarding our financial capability to perform the objectives of this project.

Disclosure

CLA SoCal does not have any 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.

Sample Sub-recipient Agreement

CLA SoCal is in agreement with the sample Sub-recipient Agreement provided by the City of Costa Mesa and does not have any exceptions or conditions to the Agreement.

Checklist of Forms to Accompany Proposal

CLA SoCal has included the following forms found in Appendix D of the RFP, and has attached them in the following manner:

1. Vendor Application Form – 2 pages
2. Company Profile & References – 2 pages
3. Ex Parte Communications Certificate – 1 page
4. Disclosure of Government Positions – 1 page
5. Disqualifications Questionnaire – 1 page
6. Bidder/Applicant/Contractor Campaign Contribution – 1 page



VENDOR APPLICATION FORM

FOR

RFP NO. 23-15 HOUSING RELATED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS

TYPE OF APPLICANT: ☒ **NEW** ☐ **CURRENT VENDOR**

Legal Contractual Name of Corporation: Community Legal Aid SoCal

Contact Person for Agreement: Kate Marr

Title: Executive Director **E-Mail Address:** kmarr@clsocal.org

Business Telephone: (714) 571-5200 **Business Fax:** (714) 805-7370

Corporate Mailing Address: 2101 N. Tustin Avenue

City, State and Zip Code: Santa Ana, CA 92705

Contact Person for Proposals: Shelbie Knox

Title: Grants and Evaluation Manager **E-Mail Address:** sknox@clsocal.org

Business Telephone: (714) 571-5230 **Business Fax:** (714) 805-7370

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
Mei Tsang	President, Attorney Board Director	646.319.0172
Lauren Grochow	President Elect, Attorney Board Director	949.622.2746
Nikki Miliband	Secretary, Attorney Board Director	714.875.2956
Jordan Martell	CFO, Attorney Board Director	612.245.8725
Allison Cuff	Board Director	714.369.0397
Jared Bunker	Attorney Board Director	949.721.2957
Esther Morales	Client Board Director	714.253.8494
Rita Okorogu	Client Board Director	424.240.4772
Alan Slater	At-Large Board Director	714.791.3026
Michael Behrens	Attorney Board Director	714.791.3026
Miryam Abitbol	Client Board Director	714.791.3026
Yashina Burns	Attorney Board Director	808.343.9283
Orchid Cameron	Client Board Director	714.717.6349
Jorge deNeve	Attorney Board Director	323.537.7007
Michelle Gourley	Attorney Board Director	818.653.0688
Andrew Gray	Attorney Board Director	949.218.8470
Lucas Hori	Attorney Board Director	253.569.2238
Jenni Katzer	Attorney Board Director	510.910.6972
Deirdre Kelly	Attorney Board Director	949.463.5592
Yuri de Jesus	Client Director	323.867.4825
Jonathan Little	Attorney Board Director	949.724.1111
Martha Mauricio	Client Director	949.316.9590
Teddy Nguyen	Attorney Board Director	626.394.9943
Rich Otera	Attorney Director	310.779.3971
Jigna Patel	Attorney Board Director	949.609.5004
Scot Rives	Attorney Board Director	646.319.0172
Teal Kent	Client Board Member	714.369.0933
Alex Shaw	Client Board Director	949.304.9298
Deborah Trelles	Client Board Director	714.737.4074
Anika Wilson	At-Large Board Director	805.886.0120

Federal Tax Identification Number: [REDACTED]

City of Costa Mesa Business License Number: _____

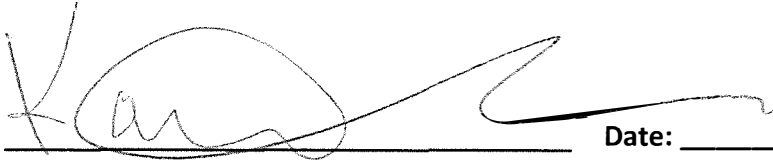
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: N/A

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-15 HOUSING REAL TED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS** at any time after **March 27, 2023**.

 4/10/23
Date: _____

Signature

Kate Marr

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **March 27, 2023** with a City Councilmember concerning informal **RFP No. 23-15 HOUSING RELATED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS**. A copy of all such communications is attached to this form for public distribution.

Date: _____

Signature

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes ☐ No ☒

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: Community Legal Aid SoCal

Company Legal Status (corporation, partnership, sole proprietor, etc.)	Corporation - Non Profit 501(c)(3)
Active licenses issues by the California State Contractor's License Board:	N/A
Business Address:	2102 N. Tustin Avenue, Santa Ana, 92507
Website Address:	https://www.communitylegalsocal.org/
Telephone Number: 714-571-5200	Facsimile Number: (714) 805-7370
Email Address:	info@clsocal.org
Length of time the firm has been in business:	65 years
Length of time at current location:	17 years
Is your firm a sole proprietorship doing business under a different name:	No
If yes, please indicate sole proprietor's name and the name you are doing business under:	N/A
Federal Taxpayer ID Number:	95-1994337
Regular Business Hours:	9:00AM-5:00PM; Hotline: M-Th 9:00-6:00, F 9:00-noon
Regular holidays and hours when business is closed:	Closed New Year's Day, Martin Luther King Day, Presidents Day, Cesar Chavez Day, Memorial Day, Juneteenth, July 4th, Labor Day, Veterans Day, Thanksgiving (2 days), Christmas (2 days), New Year's Eve. Business closed Saturdays and Sundays; Hotline closed Friday afternoons.

Contact person in reference to this solicitation: Shelbie Knox

Telephone Number: (714) 571-5230	Facsimile Number: (714) 571-5270
Email Address: sknox@clsocal.org	

Contact person for Accounts Payable: Margaret Fu

Telephone Number: (714) 571-5233	Facsimile Number: (714) 571-5270
Email Address: mfu@clsocal.org	

Name of Project Manager: Alisha Saska

Telephone Number: (714) 571-5250	Facsimile Number: (657) 295-8608
Email Address: asaska@clsocal.org	

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name: <u>City of Santa Ana</u>	
Contact Name:	<u>Brenda Vega</u>
Contract Amount:	<u>Five Community Development Block Grants (CDBG) contracts totaling \$234,363</u>
Email:	<u>BVega@santa-ana.org</u>
Address:	<u>20 Civic Center Plaza, M-26, Santa Ana, CA 92701</u>
Brief Contract Description:	<u>Domestic violence prevention services for 20-30 City of Santa Ana residents annually.</u>
Company Name: <u>City of Norwalk</u>	
Contact Name:	<u>Rosio Medina</u>
Contract Amount:	<u>Six CDBG contracts totaling \$87,000</u>
Email:	<u>RMEDINA@norwalkca.gov</u>
Address:	<u>12700 Norwalk Boulevard, Room 12, Norwalk, CA 90650</u>
Brief Contract Description:	<u>General legal services for City of Norwalk residents.</u>
Company Name: <u>County of Los Angeles Department of Consumer and Business Affairs (passthrough via Legal Aid Fdn. of Los Angeles)</u>	
Contact Name:	<u>Joanna Esquivel</u>
Contract Amount:	<u>Two ARP contracts totaling \$1,662,006</u>
Email:	<u>jesquivel@lafla.org</u>
Address:	<u>320 W Temple St Room G-10, Los Angeles, CA 90012</u>
Brief Contract Description:	<u>Eviction defense services for 400+ residents of Los Angeles County annually.</u>
Company Name: _____	
Contact Name:	_____
Contract Amount:	_____
Email:	_____
Address:	_____
Brief Contract Description:	_____
Company Name: _____	
Contact Name:	_____
Contract Amount:	_____
Email:	_____
Address:	_____
Brief Contract Description:	_____

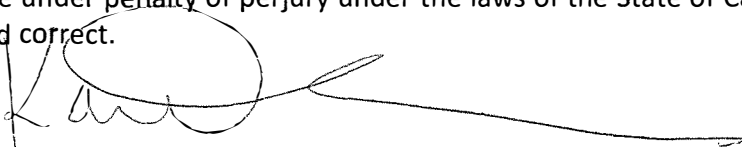
**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

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

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

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

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



Kate Marr, Community Legal Aid SoCal

Bidder/Applicant/Proposer

April 10, 2023

Date

CITY OF COSTA MESA

Rental Assistance and Homeless Prevention Program Proposal

MERCY  HOUSE

Proposal Contact:

Allison Davenport
Chief Strategy and Compliance Officer
PH: (714) 836-7188 x114
EM: allisond@mercyhouse.net
PO Box 1905 Santa Ana, CA 92702

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MERCY HOUSE

April 10th, 2023

The City of Costa Mesa
77 Fair Dr.
Costa Mesa, CA 92626

SUBJECT: RFP No. 23-15

On behalf of Mercy House Living Centers, I am pleased to submit the following response to RFP No.23-15 for Housing-Related Supportive Services.

Mercy House has operated a Rental Assistance/Homeless Prevention Program continuously since 1999 and in that span of time has prevented over 6,000 people from entering homelessness. We have operated a successful rental assistance/homeless prevention program for the City of Costa Mesa between 2008-2019, utilizing federal HPRP funds and CDBG funding.

In addition to our direct experience administering a rental assistance program for the City of Costa Mesa, we also have histories of service with the Cities of Anaheim, Santa Ana, Garden Grove, Huntington Beach, Ontario and throughout Orange County as a more than 25 year Emergency Food and Shelter program grant recipient. This experience makes us well-poised to continue providing the City of Costa Mesa with such services.

Should we be fortunate enough to be awarded, Mercy House intends to utilize this funding to expand our current Homeless Prevention Program in the City, as well as shelter client support services through the Costa Mesa Bridge Shelter. Services will be provided to those at risk of eviction who would otherwise become homeless. Rental assistance will be provided to households within the specifications listed in this application. Shelter client support will be allocated towards clients who require assistance with landlord-tenant relations.

We have a long history of providing quality services for the City of Costa Mesa, including but not limited to:

- 23 years' experience, proven track record of providing rental assistance and homeless prevention programs
- Current operations that can easily scale to support the City of Costa Mesa

MERCY HOUSE

- Dedicated HPP hotline for those in need, will work with 2-1-1 and others to receive referrals
- Trained program managers with extensive knowledge of best practices
- Provide Gap Analysis assessment to serve as many as possible with limited resources

If awarded, Mercy House shall execute contracted activities from our administrative offices located at 203 N. Golden Circle, Santa Ana, CA 92701. These offices, located within five miles of Costa Mesa city limits, will be the location from which shall be officially managed. The general telephone number for these offices is (714) 836-7188. Parties relevant to this submission may be reached at their extension specified within this submission.

We thank you for your consideration.

Sincerely,



Larry Haynes
Chief Executive Officer



**VENDOR APPLICATION FORM
FOR
RFP No. 23-15 for HOUSING RELATED SERVICES FOR QUALIFYING POPULATIONS**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Mercy House Living Centers

Contact Person for Agreement: Allison Davenport

Corporate Mailing Address: PO Box 1905

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

E-Mail Address: allisond@mercyhouse.net

Phone: (714) 836-7188 x114 Fax: (714) 836-7901

Contact Person for Proposals: Allison Davenport

Title: Chief Strategy and Compliance Officer E-Mail Address: allisond@mercyhouse.net

Business Telephone: (714) 836-7188 x114 Business Fax: (714) 836-7901

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

Background and Project Summary

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 Services, of this RFP.

Mercy House has provided services to nearly 90,000 individuals in the span of 30 years; we do this with a vision to “be a leader in ending homelessness by providing a unique system of dignified housing opportunities, programs, and supportive services.” Since its inception, Mercy House has grown from a small transitional housing program providing shelter and services to 10 homeless, single men at a time, to a complete system of care that meets the needs of thousands of men, women, and children every year. Our drive to adopt innovative, data driven strategies for ending homelessness have made us successful partners as we deliver effective homeless services, often in collaboration with like-minded agencies and multiple cities and jurisdictions.

Mercy House has operated a Rental Assistance/Homeless Prevention Program continuously since 1999 and in that span of time have prevented more than 6,000 people from entering the trauma of homelessness. We operated a successful rental assistance/homeless prevention program for the City of Costa Mesa between 2008-2019 utilizing federal HPRP funds and CDBG funding. Due to our long history of providing rental assistance services in the City, we are administratively versed with screening eligible applicants based on residency requirements and have a word-of-mouth presence in the City for residents in need.

In addition to our direct experience administering a Homeless Prevention program for the City of Costa Mesa, we also have histories of service with the Cities of Anaheim, Santa Ana, Garden Grove, Huntington Beach, Ontario, and throughout Orange County as a more than 25 year Emergency Food and Shelter program grant recipient. This experience makes us well-poised to continue providing Homeless Prevention services to Costa Mesa residents, as we already have trained staff, processes and procedures, marketing channels, and a dedicated hotline available.

Costa Mesa’s HOME-ARP funding will be utilized through the Costa Mesa Bridge Shelter, and allow Mercy House to expand its Homeless Prevention Program by providing housing-related services including financial assistance to low to moderate income residents of Costa Mesa, who are facing the imminent threat of homelessness. Funding will ensure that shelter guests at the Costa Mesa Bridge Shelter as well as Costa Mesa residents at-risk of homelessness receive assistance in removing barriers that would otherwise prevent them from obtaining stabilized housing, including rental assistance, and rent in arrears.

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 Services 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.

The proposed HOME-ARP funding will be utilized through the Costa Mesa Bridge Shelter, and incorporated into our existing Homeless Prevention Program. This is a continuation/expansion of the current program in the City and is targeted to provide rental assistance and rent in arrears for homeless prevention. The program is estimated to serve 60 households this next year. Services include:

- Short-term rental Assistance, including rent in arrears
- Shelter Client Support, including landlord incentives
- Case Management
- Tenant Education
- Employment Coaching
- Assistance in obtaining income benefits, as well as referrals and service navigation

In addition to the services listed, staff will be trained in trauma-informed care and motivational interviewing, maximizing their ability to help clients see the benefit of a strong array of services. All delivered services will be geared toward long-term housing stability.

The program will be managed by Sandra Ramirez, who will be charged with overseeing the Housing Stability Specialist staff member. Sandra has been with Mercy House for nearly 5 years and has direct experience as a manager and case worker. She has been promoted to manager of various housing programs with us ever since due to her outstanding leadership and program success. Melissa Medina will serve as the Housing Solutions Administrative Manager tracking checks written, spending towards the budget and ensuring that the program adheres to budget, compliance and scope of service requirements. She has served in a similar capacity for the agency in our programs for over 5 years.

Marketing Plan

The program will be marketed through 2-1-1, other service providers, family resource centers, the City of Costa Mesa and to low-income apartment communities within the City of Costa Mesa.

Applicants

Staff will conduct an initial eligibility screening with the household to determine if they meet the eligibility criteria. If the applicant does not meet eligibility, they will be notified and connected to 2-1-1 for additional resource support. If eligibility is met, the client will be asked to complete an HMIS intake and provide supporting documentation including income, need and housing related documents. A Gap Analysis will be conducted to determine if there is any portion of rent the applicant can pay on their own and how many months of assistance may be needed up to a maximum of \$7,800 per household, or up to three months of past due, partial, or full rent, whichever is lesser. The Housing Stability Specialist will also make a connection with landlord to establish a contract and ability to accept third party payment. Mercy House will issue payments to the landlords directly.

Management of Funds

The Housing Stability Specialist will track all applicants on a Program Roster Report, noting their eligibility determination, when determination was issued to the applicants and documents that have been successfully received. The Administrative Manager will write all checks for the program and manage spending on the grant. This program management and tracking will enable Mercy House to report out at any time 1) how many applications were received, 2) how many were approved or denied, 3) how much funding has been dispersed to landlords, 4) how much is left for direct assistance, and the average amount of assistance provided to household. We will also track the number of total households and individuals served by the program as well as required demographic information in the HMIS system.

2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Services, Appendix A

Housing Stability Specialist functions as a case manager, providing primary oversight to participants on an individual basis and coordinating linkage to all services, both internal and external. Upon entry into the program, the Housing Stability Specialist will begin developing trust and rapport with the client in a multi-phased approach and start to build the clients' community of support to help make the transition from homelessness to housing more successful. The length of time between each phase varies depending on the needs and acuity-level of the client. Our rental assistance/homeless prevention programs are designed to successfully move clients through each phase as quickly as possible while still achieving a high success rate.

Mercy House recognizes that low-income households in need of rental assistance are often times those who are experiencing a housing crisis for the first time or are new to navigating housing services. They are most often desperate and fearful by the time they connect to us. Knowing this, we take customer support and customer satisfaction very seriously when implementing our rental assistance/homeless prevention programs and consider the end user experience.

With this in mind, we aim to provide housing-related service through the Costa Mesa Bridge Shelter and expand our Homeless Prevention Program for the City of Costa Mesa that ensures the following:

- 1) The program will be marketed to a wide-range of avenues so that those most in need are able to access the services available to them.
- 2) We have bilingual capabilities within our staff for those in need of assistance.
- 3) We provide clear information in terms of eligibility requirements and any documentation that we may need from each household to avoid confusion or frustration
- 4) We provide assistance on a first come, first serve basis in the order received to provide fair and equitable treatment of the limited households we can serve.
- 5) We communicate effectively with landlords on behalf of the households we serve and make timely rental payments once approved for assistance.
- 6) We employ social work best practices in our communication with households in need understanding the emotional and psychological impact of their current financial/housing crisis.
- 7) We have policies and procedures that enable households to file informal and formal grievances with our agency if they feel their needs have not been met by the program or our services.

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

Mercy House has a historical record of successful Homeless Prevention programs, which makes us well equipped to continue providing these services. The proposed

program is an expansion of our current Homeless Prevention Program in the City, and is targeted to provide short term rental assistance, and rent in arrears for 60 qualified clients in the next fiscal year, as well as shelter client support in the form of leasing agreements with landlords. As this is an expansion/continuation of the program, a Housing Stability Specialist is prepared to continue project activities, the services thereof to be offered until the end of the grant term or until funds for the project have been depleted. Rental assistance provided through the project will continue for duration of up to three months or less, depending on the individual household's capacity to stabilize. The program will also be set up in the Orange County HMIS system to track client information and program outcomes for reporting purposes.

4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff would be to complete the tasks specified in the scope of work.

Mercy House anticipates that it will rely on city staff in order to:

- Receive reports and invoices for this project
- Specify information to be included in quarterly reports
- Help market the program through whatever channels the City may have available
- Send referrals to the program from inquiries received by the City

Mercy House does not anticipate that it will require city staff to perform duties in relation to the scope of work other than those outlined above.

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.

Our marketing plan for the program is creative in that it attempts to utilize a number of existing platforms that are well known in the community but not limited to 2-1-1 Orange County to ensure the maximum reach to those in need.

Like our other Homeless Prevention Programs we operate, we will use a Gap Analysis Tool to see if there is any amount of rent that the client is able to pay on their own in order to attempt to stretch funding, and serve as many households as possible.

Lastly, we will use the Homeless Management System (HMIS) to track all clients served by the program. Standard and adhoc reporting capabilities from the system will enable us to look at longer term results of the program including whether or not program participants became homeless after our assistance ended or were able to maintain their housing.

Qualifications and Experience of the Firm

Describe the qualifications and experience of the organization or entity performing services/project 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.

Mercy House Living Centers is a 501(c)3 non-profit entity operating out of administrative offices located at 203 N Golden Circle, Santa Ana, CA 92701. Mercy House Living Centers was incorporated under the name Mercy House Transitional Living Centers on July 1, 1988 in the state of California. Our local office is the same as our administrative headquarters and first opened in September 2019. Officers of Mercy House include Larry Haynes (CEO), Patti Long (COO), Timothy Huynh (Chief Program Officer), Linda Wilson (Chief Housing Officer), Allison Davenport (Chief Strategy and Compliance Officer), and Mary Ellen Gross (Controller).

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

This question is not applicable to Mercy House

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.)

Mercy House CHDO, Inc. is the housing development arm of Mercy House Living Centers. It's employees Executive Director, Larry Haynes and Housing Director, Linda Wilson are also employees of Mercy House Living Centers. Mercy House CHDO, Inc. is a separate 501(c)(3) organization with a Board of Directors separate from the Board of Directors of Mercy House Living Centers.

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.)

Mercy House CHDO, Inc. is the housing development arm of Mercy House Living Centers. It's employees Executive Director, Larry Haynes and Housing Director, Linda Wilson are also employees of Mercy House Living Centers. Mercy House CHDO, Inc. is a separate 501(c)(3) organization with a Board of Directors separate from the Board of Directors of Mercy House Living Centers.

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

Since our official change of name in 2009, Mercy House Living Centers has provided services under its current name for 13 years. Prior to that Mercy House Transitional Living Centers was providing services starting 1990.

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.

Mercy House has been providing Homeless Prevention services for 23 years and in that time has held numerous contracts to provide such services. As a small sample of work we have done in this regard, please see the five contracts and their details listed below:

1. City of Ontario

Timeline: 2007-current

Contact, Title, and Phone: Katyrna Gonzalez, Housing Director, (909) 395-2322

Scope of Work: Mercy House has provided a variety of homeless service programs for the City of Ontario continuously since 2007. These programs include Street Outreach, an Access Center, Homeless Prevention, Interim Housing, Tenant-Based Rental Assistance Program, Permanent Housing with Supportive Services, and Housing Management services.

2. City of Costa Mesa

Timeline: 2008-current
Contact, Title, and Phone: Mike Linares, CDBG/HOME Coordinator, (714) 754-5678

Scope of Work: Mercy House operated a Homeless Prevention and Rapid Rehousing Program for the City of Costa Mesa continuously since 2008 and became operators of the Costa Mesa Bridge Shelter in 2019.

3. City of Santa Ana

Timeline: 2008-current

Contact, Title, and Phone: Terri Eggers, Homeless Services Manager (714) 647-5378

Scope of Work: Mercy House has provided a Homeless Prevention Program for the City since 2008. Additionally, we provide Rapid Rehousing and Emergency Shelter in partnership with the City.

4. City of Anaheim

Timeline: 2008-current

Contact, Title, and Phone: Albert Ramirez, Project Manager (714) 765-4300 X 4826

Scope of Work: Mercy House has provided a Homeless Prevention Program for the City since 2008. We recently expanded to include a COVID-response Homeless Prevention Program. Additionally, we provide a HOME funded Tenant Based Rental Assistance Program for the City.

5. City of Garden Grove

Timeline: 2016-current

Contact, Title, and Phone: Nate Robbins, Senior Program Specialist (714) 741-5206

Scope of Work: Mercy House has provided a Homeless Prevention Program for the City since 2016 and expanded services to include a COVID-response Homeless Prevention Program. Additionally we provided a HOME funded Tenant Based Rental Assistance Program for the city.

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.

Since 1999, Mercy House has continually operated a Homeless Prevention program and in that time has served more than 2,700 households, including over 6,000 individuals. As a testament to our Homeless Prevention Program success, to date we have served 159 households, including 231 individuals for FY 22-23. Our fiscal year ends on June 30, 2023 and we anticipate our Homeless Prevention Program to serve approximately 165 households.

The main sources of funding for this program are CDBG, ESG, EFSP, TBRA, private grants and general funds. We work closely with funding cities, 2-1-1, other ESFP-funded agencies, as well as low-income apartment complexes throughout Orange County to receive referrals to the program. Participants in the program receive short-term rental assistance and housing stabilization case management. We utilize a progressive engagement approach to these services to best utilize limited resources. A gap analysis tool is used to compare the household's income versus expenses. This

helps us determine the length of assistance that may be needed as well as any portion of rent that the client may contribute to. Traditionally, clients are recertified for additional assistance every 3 months based on continued need.

We have extensive experience in administering and utilizing federal housing and homeless service funds including ESG, CoC, CDBG, HPRP, NSP, EFSP, HOME, HOPWA grants and various state and local funds. To ensure that we maintain adequate controls in our accounting systems and compliance to all applicable federal regulations, we complete an annual financial audit by an outside firm. We have a demonstrated ability and history of satisfactory capacity and timely drawdowns and single A-133 audits. Our finance and compliance teams regularly attend trainings, seminars, and workshops to stay up to date on regulations for managing the public funds that support our various programs. In addition to our regular annual audit, Mercy House also undergoes several monitoring visits by local jurisdictions that fund our programs and/or by HUD representatives. We have never had any major findings against our agency or programs. When concerns arise, we make modifications to our internal controls to make necessary corrections in a timeline manner and within the timeframe requested by the monitor. We are in good standing with all our federal and private funders. The staff who will be overseeing all of the HOME-ARP funded programs have more than 100 years of combined experience working with homeless and at-risk populations and serve in a number of leadership roles throughout Orange County.

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.

Mercy House has a strong history of working in and with the City of Costa Mesa. Through these efforts we have been recognized by City staff and officials for our service to the homeless in the community. Our presence and history with the City of Costa Mesa includes:

- Our Executive Director is a long-time resident of Costa Mesa and has extensive knowledge of the needs of not only the homeless in the City but also that of home owners, businesses and other city stakeholders;
- We have been a subrecipient of Costa Mesa CDBG Public Service grants for more than 17 years to operate transitional shelter, homeless prevention and rapid rehousing programs with a history of meeting spending and reporting deadlines and scope of services;

- In 2009, Mercy House was chosen as one of the only two agencies to partner with the City of Costa Mesa to operate a homeless prevention and rapid rehousing program exclusively to Costa Mesa residents;
- We have secured more than \$600,000 in California State Emergency Shelter funding, which the City would not otherwise be entitled to, to exclusively provide Costa Mesa homeless residents with Rapid Rehousing services;
- We have worked as a consultant to help the City create the Costa Mesa Homeless Task Force spawning the current Network for Homeless Solutions;
- We partnered with Vanguard University to conduct a homeless enumeration study for the City;
- We worked with City staff to create a transportation program to bus homeless residents to the Santa Ana Armory Shelter facility;
- We provided housing relocation assistance to guests of the Costa Mesa Motor Inn after its shut down;
- We have provided City staff and Council support in planning efforts and community town hall discussions around permanent supportive housing opportunities within the city;
- We are active members of the Network for Homeless Solutions and have a working relationship with the Lighthouse Church.
- We contracted for over 6 years with the City to provide homeless street outreach in conjunction with the City's community outreach workers and together have created a seamless outreach service delivery model.
- In 2019, through a competitive process we became operators of the Costa Mesa Bridge Shelter

Financial Capacity

The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow an evaluation of firm's financial capabilities.

Mercy House welcomes any and all inquiries regarding its financial health and capacity.

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. This 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 filed 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.

Timothy Huynh, Chief Program Officer – Timothy graduated with a Master's degree in Mathematics, which makes him well-versed in analytics and systems-level thinking. Prior to his current role with Mercy House which began in January 2020, Timothy was a former employee with Mercy House's Development Team for 4 years rising to the ranks of Director of Grant Compliance and Data and overseeing the agency's public grants and compliance program. As Chief Program Officer, Timothy oversees a significant portfolio of program and development activities as well as serves as a critical member of the executive management team. He directly supervises six directors working to build their skills and confidence so that they can mentor, encourage, and motivate other staff. The portfolio includes: 1) Strategic Leadership and Special Initiatives; 2) Program Oversight including Emergency Shelter and Services, Housing Strategies, Permanent Supportive and Rapid Rehousing Programs; and 3) Development Activities. He may be reached at timothyh@mercyhouse.net or by phone at 714-836-7188 x 132

Allison Davenport, Chief Strategy and Compliance Officer – Allison has been with Mercy House for over 12 years. She holds a Bachelor of Arts in Anthropology from Cal State Fullerton. Allison is responsible for ensuring effective and compliant service delivery of existing and expansion projects. She manages the agency's public and private grants including procurement, compliance, contracts, and reporting. She also manages and oversees the agency data and program evaluation. She may be reached at allisond@mercyhouse.net or by phone at 714-836-7188 x 114

Carmen Brooks, Data Manager – Serving as Mercy House's Data Manager, Carmen has been with our agency for three years, serving as a Data Analyst and moving up to Data Manager. She holds a Bachelor of Science in Information Technology from University of Maryland and a Master's of Business Administration. Carmen has multiple years of data and personnel management experience across the fields of healthcare, housing, and homeless services. She may be reached at carmenb@mercyhouse.net.

Melissa Medina, Housing Solutions Administrator –Melissa has five years of experience working with homeless and at-risk populations at Mercy House and holds a Bachelor's Degree in Economics. Melissa's primary responsibilities include program management, including budgets, expenditures, and outcomes. She is responsible for leading the team

to meet our program goals, increase their professional development, and assure quality control of our services. She may be reached at melissam@mercyhouse.net or by phone at 714-836-7188 x 102.

Sandra Ramirez, Housing Solutions Manager – Sandra has several years of experience working with homeless and at-risk populations at Mercy House. As the Program Manager, she is responsible for supervising the Housing Stabilization Case Managers, ensuring quality and compliant service delivery, overseeing quality control of case files, and providing support and guidance to case managers when necessary. She may be reached at sandrar@mercyhouse.net or by phone at 714-836-7188 x 251.

TBD, Housing Stability Specialist –This position will process incoming applicants, determine eligibility and client need, and coordinate the delivery of rental assistance to Homeless Prevention Households. Services provided by this position will include: marketing the program to identified channels, conducting an initial needs assessment and determining household rent burden; collaborating with landlords to develop payment schedules and determine arrears, if appropriate; coordinating with the City to process incoming referrals; connecting program invoices to appropriate accounting staff; and communicating with appropriate data personnel for household enrollment into the HMIS system. This individual will report directly to the Housing Solutions Manager, Sandra Ramirez, who may be reached at sandrar@mercyhouse.net or by phone at 714-836-7188 x251.

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.

Proposals shall be valid for a minimum of 180 days following submission.

Please see the cost proposal included as a separate file.

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.

Mercy House is not aware of any past or ongoing business relationships between itself and affiliates of the City, their family members, or their businesses.

Names & Titles of Corporate Board Members

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

Names	Title	Phone
<u>Larry Haynes</u>	<u>President</u>	<u>(714) 836-7188 X101</u>
<u>Patti Long</u>	<u>Chief Financial Officer</u>	<u>(714) 836-7188 X104</u>
<u>Jacob Mize</u>	<u>Secretary</u>	<u>(714) 836-7188 X142</u>

Please reference Attachment A for a full list of Board Members

Federal Tax Identification Number:

City of Costa Mesa Business License Number: In process of obtaining

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

City of Costa Mesa Business License Expiration Date: In process of obtaining

COMPANY PROFILE & REFERENCES

Company Legal Name: **Mercy House Living Centers**

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

Active licenses issued by the California State Contractor's License Board: **Business, Non-profit**

Business Address: **807 N. Garfield Street Santa Ana, CA 92702**

Website Address: **www.mercyhouse.net**

Telephone Number: **(714) 836-7188**

Facsimile Number: **(714) 836-7901**

Email Address: **allisond@mercyhouse.net**

Length of time the firm has been in business: **33 years**

Length of time at current location: **15 years at business address listed, 33 years in Santa Ana**

Is your firm a sole proprietorship doing business under a different name: ____ Yes **X** No

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

Federal Taxpayer ID Number: **[REDACTED]**

Regular Business Hours: **9AM-5PM, Monday through Friday**

Regular holidays and hours when business is closed: **All other times, including legal holidays**

Contact person in reference to this solicitation: **Allison Davenport**

Telephone Number: **(714) 836-7188 x114**

Facsimile Number: **(714) 836-7901**

Email Address: **allisond@mercyhouse.net**

Contact person for accounts payable: **Mary Ellen Gross**

Telephone Number: **(714) 836-7188 x125**

Facsimile Number: **(714) 836-7901**

Email Address: **maryelleng@mercyhouse.net**

Name of Project Manager: **Sandra Ramirez**

Telephone Number: **(714) 836-7188 x251**

Facsimile Number: **(714) 836-7901**

Email Address: **sandrar@mercyhouse.net**

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 Ontario, Housing and Neighborhood Preservation Agency

Contact Name: **Katryna Gonzalez, Housing Director**

Contract Amount: **\$1,500,000 annually**

Email: **kgonzalez@ontarioca.gov**

Address: 208 West Emporia Street, Ontario CA 91762

Brief Contract Description: Mercy House has provided a variety of homeless service programs for the City of Ontario continuously since 2007. These programs include Street Outreach, an Access Center, Homeless Prevention, Interim Housing, Tenant-Based Rental Assistance Program Permanent Housing with Supportive Services, and Housing Management services.

Company Name: City of Costa Mesa, Housing and Community Development

Telephone Number: **(714) 754-5678**

Contact Name: **Mike Linares, CDBG/HOME Coordinator**

Contract Amount: \$135,000 over time

Email: **MIKE.LINARES@costamesaca.gov**

Address: **77 Fair Dr, Costa Mesa, CA 92626**

Brief Contract Description: Mercy House operated a Homeless Prevention and Rapid Rehousing Program for the City of Costa Mesa between 2008-2019.

Company Name: City of Santa Ana

Telephone Number: (714) 647-5378

Contact Name: **Terri Eggers, Homeless Services Manager**

Contract Amount: \$90,000-\$130,000 annually

Email: **teggers@santa-ana.org**

Address: 20 Civic Center Plaza M-25, Santa Ana, CA 92701

Brief Contract Description: **Mercy House has provided a Homeless Prevention Program and Rapid Rehousing Program for the City continuously since 2008.**

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. 23-15 HOUSING REALTED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS** at any time after **March 27, 2023**.



Signature

Date: 4/10/2023



Print

OR

I certify that Proposer or Proposer's representatives have communicated after **March 27, 2023** with a City Councilmember concerning informal **RFP No. 23-15 HOUSING RELATED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No ☒

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

None




**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

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

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

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

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



Bidder/Applicant/Proposer

4/10/2023

Date

MERCY HOUSE

ATTACHMENT A

BOARD ROSTER

MERCYHOUSE

BOARD OF DIRECTORS

Raymond M. Bukaty, Chair

1 Corona
Irvine, CA. 92603
949-854-4241 Home
949-636-0939 Cell
ray.bukaty@gmail.com
Affiliation: Retired Attorney
Term: 18 Years

Tim Clyde, Vice Chair

Katzkin Automotive Leather
2 Hermosa
Irvine, CA 92620
714-544-7371 Home
714-813-9119 Mobile
timclyde63@gmail.com
affiliation: CEO
Term: 12 Years

William E. Baker, Jr., Assistant Secretary

18301 Hillcrest Avenue
Villa Park, CA 92861
714-998-1232 Home
wbaker@lawbaker.com
Affiliation: Attorney
Term: 33 Years

Gary R. Belz

11 Mallard
Irvine, CA 92604
949-551-2783 Home
714-978-1300 Office
714-795-5350 Fax
gbelz53@gmail.com
Affiliation: Certified Public Accountant
Term: 33 Years

Mia Bergman

Kairos Investment Management
28211 Foxwood
Mission Viejo, CA 92692
708-870-6475 Cell
Maria.m.bergman@gmail.com
Affiliation: CPA
Term: 2

James Brooks

PO Box 1905
Santa Ana, CA 92702
714-836-7188 x107 Office
jamesb@ymercyhouse.net
Affiliation: Homeless Advocate and formerly
homeless individual

David Brust

Clifford & Bradford
1800 19th St.
Bakersfield, CA 93301
661-428-4834 Cell
dbrust@cliffordandbradford.com
Affiliation: Producer
Term: 1 Years

Johnny Bryant

ASL Electric
21791 Sweetgrass Circle
Lake Forest, CA 92630
Affiliation: Owner
949-343-3018 Cell
JBryant@aslelectric.com
Term: 2 Year

Mladen Buntich

Mladen Buntich Const. Co., INC
18831 Rockinghorse Lane
Huntington Beach, CA 92648
818-370-2583 Cell
Mbjr@buntich.com
Affiliation: CEO
Term: 4 Years

MERCY HOUSE

Daryl A. Cole, CFP

Cole & Company Wealth Management,
Inc.
1835 W. Oranewood Ave #102
Orange, CA 92868
714-750-3090 x101 Office
714-743-2220 Cell
darylcole@aol.com
Affiliation: Business Owner
Term: 13 years

Jeremy Elkins

Camino Health Center
30300 Camino Capistrano
San Juan Capistrano, CA 92675
949-240-2030
Jeremy.Elkins@stjoe.org
Affiliation: CEO
Term: 1 year

Phillip R. Kaplan

Umberg Zipser, LLP
1920 Main St #750
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949-679-0052
Pkaplan@umbergzipser.com
Affiliation: Attorney
Term: 9 Years

Marianne R. Koshar

The Boeing Company
2201 Seal Beach Blvd.
MC 110-SB25
Seal Beach, CA 90740-1515
562-225-4780 Cell
marianne.l.koshar@boeing.com
Affiliation: HR Director
Term: 1 Years

Richard Lopez

The Boeing Company
2201 Seal Beach Blvd.
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Seal Beach, CA 90740-1515
(714) 262-8811 (Cell)
Richard.Lopez@boeing.com
Affiliation: Attorney
Term: 5 Years

Richard K. Masterson

2 Corona
Irvine, CA 92603
949-679-4122 Home
949-394-9916 Cell
rkmasterson759@gmail.com
Affiliation: Retired Business
Development
Term: 8 Years

Jessica Petrillo

City of Oxnard
435 South D Street
Oxnard CA, 93030
Office Phone: 805 385-8044
Affiliation: Public Sector Homeless
Assistance Program Coordinator
Term: 1 Year

Christie Pettus

Creative Design Consultants, LLC
2915 Redhill Ave. G-201
Costa Mesa, CA 92626
714-641-4868 Office
714-915-5454 Cell
christiep@cdcdesigns.com
Affiliation: Principle/Director
Term: 13 Years

Jim Righeimer

Arbor Capital Partners
4040 MacArthur Blvd, Suite 250
Newport Beach, CA 92660
714-404-7567 (Home)
Jim@RFComsites.com
Affiliation: Real Estate Developer
Term: 3 Year

Michael Solo

Diversified Investment Services
3665 S. Bear St.
Santa Ana, CA 92704
(714) 390-0957 (Cell)
Msolo@disinc.com
Affiliation: CFP
Term: 1 year

Lisa Rumbaugh

Clarity Tax Accounting
17 Serna
Rancho Santa Margarita, CA 92688
949-459-7450 Home
949-280-9401 Cell
lisa.rumbaugh@att.net
Affiliation: Sole Proprietor
Term: 13 Years

To Whom it May Concern:

It has been an honor to work closely with the City of Costa Mesa in various ways over the past 10 years to engage volunteers and help provide supportive services throughout the community to neighbors in need.

This proposal, in response to RFP 23-15.C04715 for “Housing Related Supportive Services For Qualifying Populations” is addressing people experiencing homelessness or home insecurity in the city. This proposal is based on a tried and proven program called the Community Impact Team. If accepted, this proposal will allow us to fill some supportive service gaps that will help this vulnerable population not only re-engage and develop the skills, relationships and habits that will allow them to transition back to work but will address mental health and substance abuse issues in the process. We will also work with the Costa Mesa Bridge Shelter to provide some transportation services to support their work with this population.

As a non-profit organization that was born and has developed here, in Costa Mesa, we are well qualified and have extensive experience in working with this population. Over the past 10 years we have helped 600 + make progress in their life situations. As an organization we are fiscally sustainable based on the variety of churches, businesses, individuals, and grants that help support our work. The Key personnel that will be implementing and executing what we are proposing have a proven track record / reputation in the city and with this population. We already have a working relationship with the city leaders engaged in the homeless arena and would anticipate a seamless ongoing relationship, reporting and updating on progress being made.

The “Community Impact Team Program” costs roughly \$355,000 a year for us to run. It is supported by various public and private means. For budget year 23-24, we are requesting \$27,000 to help cover transportation for Community Impact Team members from the shelter to weekly team meetings as well as to a weekly recovery meeting and life skills meeting for the year as well as Costa Mesa specific costs to sponsor 3 projects a week being done in and for Costa Mesa for the months of May & June of 2024. For the 24-25 budget year we are requesting \$87,550 and for the 25-26 budget year we are requesting \$90,000, the slight bumps are for CPI.

When people experiencing homelessness or facing home insecurity don’t have an accessible, feasible pathway to move forward, that is connected to a relational community of people that can help them take next steps, they lose hope and stay stuck. The Community Impact Team has seen proven results. As participants have engaged with the program, self-esteem, hope and relationships have improved, depression, lack of purpose and isolation have declined. The ongoing connections with our staff and volunteers builds trust, confidence and give participants the support they need to take their next steps.

We sincerely thank you for your consideration.

Ian Stevenson
Executive Director
Cell: 949-422-5331

Trellis
711 W 17th St. Ste E5, Costa Mesa CA | 92627
www.wearetrellis.com
Follow us: [Facebook](#) | [Instagram](#)



Request for Proposal For Housing Related Supportive Services For Qualifying Populations

Background and Project Summary

Trellis is a grassroots organization that emerged in Costa Mesa, became a 501 C3 in 2013 and focuses on facilitating collaboration around the city's greater challenges. In this vein, we were part of the city's original task force on homelessness in 2011. Responding to the 9 recommendations coming out of that task force, since 2012 we have served by taking on the responsibility of facilitating a Check-In Center, that is run primarily by volunteers from over 14 churches, and various businesses and community members. We have been an ongoing part of the Network for Homeless Solutions since its inception, have helped in street outreach, the various counts that have been done over the years, have mobilized hundreds of volunteers from multiple churches, businesses, and community groups in the Costa Mesa. In 2014, because of the gap that was evident in terms of ways to help people help themselves, raise their self-esteem and establish work habits, we pulled together a team of volunteers and began to run a program called the Community Impact Team.

During all of this and being engaged with the Costa Mesa Network for Homeless Solutions these past 8 years, we understand the nuances, know many of the individuals and have a very strong working knowledge of the homeless challenge. As we continue to engage and be involved with the homeless population, it's evident that there is a gap in "transitional work" opportunities and processes to help people on the street get back into the flow of contributing to society and discovering or rediscovering their self-worth and the life skills needed to do so.

The Community Impact Team program has a proven track record and is an innovative approach to street outreach. With increased capacity, we can expand the outreach component and engage segments of the city's homeless population that are typically unresponsive to conventional and traditional outreach efforts and systems of care. We have also discovered there are many people in housing that are on the brink of losing their housing who could benefit from a program like this which would help with homeless prevention. This program not only develops community and a common purpose among the participants but allows us to engage more of the community in being part of the solution by providing projects or opportunities for the team to accomplish.

The clear objectives of this program are to:

1. Engage people defined as "Costa Mesa Homeless" into a program and pathway that can help them re-enter the work force.
2. Provide an avenue for people at risk of becoming homeless to re-engage with work opportunities and maintain their housing scenarios.
3. Increase the self-worth and self-esteem of participants.
4. Involve volunteers, businesses, faith-based organizations and non-profits to provide projects and be part of the solution.
5. Establish a sustainable transitional work program than can serve our community on an ongoing basis.
6. Provide supportive services aimed at removing barriers to employment and housing for individuals experiencing homelessness.

Method of Approach

I. Implementation Plan

1. Weekly - Community Impact Team Meeting
 - We market and promote this meeting through relationships with churches, businesses and community members connected to Love Costa Mesa and the Network for Homeless Solutions.
 - Previous beneficiaries of the program are invited to be part of giving back.
 - Program is outlined and volunteer opportunities are clearly presented.
 - Participants willing to start the program by volunteering are identified.
2. Projects that the Community Impact Team will carry out are established with various faith-based organizations, businesses and the city.
 - Contracts will be established in some cases.
 - MOU Agreements / Financial commitment in others.
3. Outreach to prospective participants in the program will be executed.
 - Including, but not limited to:
 - Clients at the Costa Mesa Bridge Shelter
 - Recommendations from the Network for Homeless Solutions Team and any other street outreach service providers working in Costa Mesa.
 - Housed individuals who could benefit from the program to help maintain their housing are targeted.
4. Weekly Meetings, run by the Program Director and supported by a team of volunteers keeps the momentum rolling, encourages participants and facilitates empowering relationships. At each meeting:
 - Attendance is taken.
 - We'll Inspire, Encourage & Empower attendees to take next steps & to make a difference.
 - There will be training components put in place for life skills and work ethic values.
 - Participants are presented volunteer projects for the next week.
 - A Team of volunteer mentors/advocates are connected to program participants.
 - Participants are linked to vocational training opportunities & organizations for job placement.
5. The flow for engagement and movement through the program is as follows:
 - A. Engage the masses with Saturday Meetings.
 - B. Attend 2 meetings before they can volunteer for a project to show they are able to follow through.
 - C. After 2 meetings they could do a project as a volunteer and are awarded a basic need stipend in appreciation for their engagement.
 - D. When they have participated in 4 projects, they are interviewed by CIT leadership for next steps and opportunities for work.
 - What if they are not ready to be hired?
 - Put them on an improvement program
 - Next steps would involve training opportunities.
 - If they become an employee, they can still come to meetings on Saturday and help develop the program:
 - Recruit & bring "volunteers" to meetings with them to become part of the program.
 - Help/have a role at the meeting and represent the team well.

- E. As a part of the program we will be striving to link them to better job opportunities.
 - a. Through Chrysalis
 - b. Through partner businesses, churches, organizations, cities we work with.
- 6. Teams will be established that would be able to do:
 - Power washing - Basic Painting Projects - Moving
 - Office cleaning - Yard work - Window washing
 - Handing out flyers - Shuttle Driving for Shelter - Trash Pick up
- 7. We will measure: (breaking out the Costa Mesa residents in the process)
 - How many individuals participate in the program?
 - How many individuals have engaged with projects?
 - How many were transitioned to regular jobs/
 - How many got into housing over time?
 - How many were able to keep their housing as a result of being part of the program?
 - The practical impact of the projects, such as:
 - How much trash was picked up?
 - How many parks were cleaned?
 - How many sidewalks or alleys were power washed or cleaned up?
 - How many volunteers are engaged with the program?

II. Achieving client satisfaction and satisfying the “Scope of Work”

As an organization, the following course of action will be taken in order to ensure the City of Costa Mesa, as the client, is satisfied with our performance and understands how we are doing regarding the scope of work outlined in this proposal:

A monthly update:

- Reporting on the above mentioned measurables
- Giving budget updates
- Sharing success stories
- Being transparent about challenges

A monthly check in (meeting or zoom) with the appropriate personnel the client has designated, to:

- Discuss progress, answer questions, brainstorm and share next steps specifically around this program.
- Give us the names and referrals of prospective participants in the program from city staff.

A quarterly report outlining:

- Names and numbers of people who have been engaged at what levels
- Cumulative numbers on all the measurables outlined above

An annual review:

- Walking through the scope of work together and evaluating performance
- Determining how we want to continue partnering on this project or not
- Evaluating budget from prior year and what’s projected for the next year

III. Deliverables to be performed	Duration of Time	Completion Date
1. Recruit 10-20 volunteers per year	Year of program	June, 2024
2. Secure ongoing projects for program	Ongoing process	June, 2024
3. Effective, engaging weekly meetings	Ongoing process	June, 2024
Curriculum for meetings	Throughout program	June, 2024
4. 30 participants engaged with homeless system of care.	Within year of program	June, 2024
5. Tracking housing support deliveries	Sept. onward	June 2024
6. Monthly updates & check ins	July 2023 – June 2024	June 2024
7. Quarterly Reports	Throughout program	Oct.1, Jan1, Apr.1, July 1
8. Annual Review	End of each year	June, 24

IV. Expand Employment and Housing Support Services:

- Expand # of projects for CIT members to engage with in Costa Mesa and provide some part-time employment options for team members to help develop the program.
 - Costa Mesa Beautification Project Opportunities - 3 Per Week – 4 Member Teams w/ a supervisor (192 Team Member Project Slots)
 - Street Projects –
 - Newport Blvd from Bristol Street to 16th Street
 - Harbor Blvd. from Gisler Avenue to Merrimac Way
 - Fairview Road from the 405 Freeway overpass to Newport Blvd
 - Adams Avenue from the Santa Ana River to Harbor Blvd
 - Park Projects –
 - Del Mesa Park
 - Tewinkle Park
 - Wakeham Park
 - Skill Building/ Job Search
 - Twice per month CIT will provide training alongside local organizations to help with job searches, interview prep, resume building, assistance with documents needed for work, & assistance with clothing for back to work requirements
 - Part time opportunities
 - As funding, opportunity and the rite fit for a team member becomes evident, team members can become part time employees on the CIT to help run the program.
- Expand support in housing
 - Navigation
 - Helping CIT members locate available housing
 - Security/ Utility Deposits
 - Helping CIT members with deposits for apartment rental/ utilities
 - Helping CIT members with Lease Assistance
 - Housing Documentation
 - Helping to ensure CIT members have proper housing documents
 - Proof of income, credit history, rental history

- Housing supplies
 - Furniture acquisition (donations) and delivery to people housed
 - Welcome home boxes (kitchen, bedroom, cleaning)

V. Additional innovative and/or creative approaches for providing services

Provide supportive services aimed at removing barriers to employment and housing for individuals experiencing homelessness. As part of this program there is all kinds of room for increased innovation and creativity as the right individuals, volunteers, leaders and opportunities present themselves. Here are examples of things we envision:

- Engaging members of our target audience with artistic abilities:
 - Painting murals
 - Developing art skills and having art shows
 - Establishing a choir and doing performances
- Collaborate with Non-profits already in place for vocational training & job placement
- Engage business leaders through the Chamber of Commerce to offer apprentice type scenarios for participants

Qualifications & Experience of the Firm:

Trellis International will be responsible for performing the services outlined in this proposal.

General Information:

- Trellis is a 501 C3 non-profit, incorporated in the state of California.
- We have been operating as Trellis International since our incorporation in 2013 but generally don't include the "International" in our name since we are not there yet.
- Corporate & Local Address since January 2016: 711 W. 17th Street, Unit E-5
Costa Mesa, CA 92627
- Our Board Officers are:
 - Chairman: Mark VanDruff
 - Secretary: Helen Kaminski
 - Treasurer: Rachel Maxfield
 - Executive Director: Ian Stevenson
- Our EIN is 47-5324236
- Trellis also has a DBA as "Love Costa Mesa"

Previous Experience:

- 2022 (Sept.–Dec.) ARPA resources from the county were awarded to Trellis through the city.
 - CIT teams did 3 projects a week cleaning streets and parks throughout the city.
 - Team members continue to increase in personal and civic pride and take steps forward and off the streets.
 - Overall numbers for 2022 are:
- July 2021 – June 2022 Trellis leveraged CDBG-cv grant resources to help develop and strengthen this program. Reports and results have been exemplary. YTD numbers are:
 - 208 Participants - 181 homeless, 27 with housing insecurity
 - 110 Unique individuals engaged in a program
 - 19 Regular volunteers helping facilitate the program
 - 9 Businesses engaged
 - 10 Churches engaged
 - 7 Non-profits engaged

- 2017-18 Fiscal Year - Trellis was awarded a CDBG contract with the city of Costa Mesa for homeless outreach work.
 - The tracking and results were above and beyond expectation.
- From 2014 to just before COVID shut everything down, Trellis facilitated the Community Impact Team with minimal part time attention and a team of volunteers. Our records indicate:
 - 326 Individuals attended a meeting at least once
 - 57 stayed engaged enough to get on a team
 - 31 of that 57 ended up getting into housing of some sort
 - 20 of them landed a job/steady work of some sort
 - 19 of them went through a culinary arts program with Open Gates
 - We had steady project agreements established with:
 - Mariners Church
 - Newport Rib Company
 - Cal Bath Restoration
 - Plant Tenders
 - We did numerous other projects with:
 - Various individuals / homeowners
 - The Crossing Church
 - Rock Harbor Church
 - Lighthouse Community Church

Community Engagement

- Trellis has been a member of the Costa Mesa Chamber of Commerce for 4 years
- As part of our ongoing efforts to facilitate collaboration in Costa Mesa we are also involved in leading:
 - The Costa Mesa Cares Team that has been responding to COVID needs in the city.
 - Organized and engaged over 300 volunteers with the Power of One food distributions for 10 straight weeks at the Fairgrounds to serve 30,000 families.
 - Donated \$3,000 to the enough for all fund
 - Served over 200 families needing assistance during COVID
 - Love Costa Mesa Day for the past 3 years involving over 2,000 volunteers in 103 different projects impacting thousands of people.
 - Labors of Love – monthly volunteer serving projects to help neighbors in need throughout the community.
 - Intentional Neighboring throughout the city with over 150 Intentional Neighbors registered.
 - An Education Initiative for the past 8 years that has mobilized hundreds of volunteers to impact our schools.
 - Prayer efforts in our city that have united hundreds of people over the past 8 years from multiple congregations in their prayer efforts for our city.

Financial Capacity

Trellis is a grass roots organization that has developed and emerged slowly within the Costa Mesa Community over the last 10 years. In that process we have grown each year, have established strong accounting practices and have managed our budget well.

We have a strong base of support as a non-profit with four main streams of revenue:

- Individuals who support us (last year we had 361 donors)
- Faith Based organizations (last year we had 31)
- Business sponsorships (last year we had 45 that donated)
- Grants from both public and private sources

We also have a very capable and competent operations team that will help support our efforts with the Community Impact Team and the staff overseeing the program.

The program (The Community Impact Team) itself costs roughly \$300,000 a year to run. Our overall budget this year is roughly \$1,000,000.00. The degree of support we receive will directly affect how many services and opportunities we can provide to the population in need.

Key Personnel

Executive Director - Ian Stevenson

Phone: (949) 422-5331

Email: ian@wearetrellis.com

Ian Stevenson became the full time Executive Director of Trellis in fall of 2015. He is the primary vision caster, developer of strategy and person responsible for expanding our capacity in the organization. A team guy at heart he loves seeing teams develop, grow and become more effective, as a result the work he does with our board, staff and leaders is a joy to him and an outflow of who he is.

Prior to joining Trellis full time, Ian was the Executive Director as a volunteer and a Pastor at The Crossing Church in Costa Mesa, California. He was the church's second full-time staff member in 1989, and over the next 27 years focused on ministry development, outreach and teaching. He heled lead, manage and grow the church from 40 to approximately 2,000. Ian is an expert in volunteer mobilization and management and has an extensive background in strategic planning, budget preparation, goal setting, and facilitating partnerships. He holds a bachelor's degree from Jacksonville University.

He will be ultimately responsible for the running of this program. Ian started the program from scratch in 2014 with a team of 7 volunteers. Although day to day responsibilities have been delegated, he will be staying engaged to help make the needed adjustments to the program and connections needed to help ensure it is successful and that we perform on our deliverables.

Program Director – Crystal Clark, Homeless Initiative Director for Trellis

Phone: 949) 601-2757

Email: Crystal@wearetrellis.com

Crystal Clark was born and raised in Costa Mesa. She began volunteering doing street outreach with our homeless population in 2012 and has been involved in some manner ever since. She was contracted to work for the city doing street outreach through Trellis for 3 years, has been on staff at SOS for 3 years and now, as of January 2023, leading the Homeless Initiative for Trellis. Her focus is helping volunteers, churches, businesses and other non-profits collaborate around the challenges related to homelessness. One of the key ways we do that is through the Community Impact Team.

Crystal personally knows the players in the homeless space not only in the city but throughout the county. She is known for helping the toughest cases get the help they need. Her oversight of the Community Impact team brings with it practical support as well as wisdom gained through her experience.

Project Manager – Terry Moore

Phone: (949) 230-9946

Email: Terry@wearetrellis.com

Terry has lived in the area for over 40 years. He has volunteered in the homeless arena for the past 13 in various ways and places. Terry is extremely connected in the Costa Mesa & Newport Beach communities from his volunteer work, professional experience and church engagement. Terry not only brings a big heart for people struggling to the table but a professionalism to the program. His numerous connections throughout the community help us secure projects for Community Impact Team members to participate in. Terry also helps recruit, train and empower volunteers that come into the program.

Program Administrator – Ray Nulod

Phone: (949) 310-0948

Email: ray@wearetrellis.com

Ray is a veteran who faithfully served our country. He has an extensive background in hospital administration, is great with people and is a gifted problem solver and peace maker. As a participant in the Community Impact Team Program, we got to see Ray continue to take steps that moved him from living on the streets to getting into housing. Ray became the second participant in the Community Impact Team that became a Project Manager we hired to help run the program.

Rays' administrative skills, experience as a participant in the program as well as his connection and skill in relating with people experiencing homelessness has proven invaluable as we have been running the program. No doubt Rays' insights and support both administratively and in managing teams as projects are accomplished will continue to help make this program successful.

Cost Proposal

It costs roughly \$355,000 to run this program for the year. Because of a collection of support from the public and private sectors our request here is to fill the gap so we can best serve Costa Mesa's homeless population.

Having recently been awarded a Community Development Block Grant for this program for \$70,000 that will run May 1, 2023 – April 30, 2024 and in order for the program to best serve Costa Mesa individuals experiencing homelessness for the next 3 years, we are proposing:

A. Budget year 23-24 - \$29,640 be awarded. This will cover:

1. Transportation costs of to and from Costa Mesa Bridge Shelter for CIT members to:

- weekly team meetings
- weekly Life skills meetings
- weekly recovery meeting

(\$15,000 for July 2023 – July 2024)

2. Costa Mesa CIT projects being completed 3 X a week May 1, 2024 – June 30, 2024
(\$12,200)

3. Housing Support – Helping 2 homeless people per month for the fiscal year get furniture and supplies moved in to their new housing situation. (\$2,440)

B. Budget year 24-25 – \$87,952 to maintain the program and allow for increased costs of program based on inflation. This accounts for:

1. Transportation costs of to and from Costa Mesa Bridge Shelter for CIT members to:

- weekly team meetings
- weekly Life skills meetings
- weekly recovery meeting

(\$15,000 for July 1, 2024 – June 30, 2025)

2. Costa Mesa CIT projects being completed 3 X a week July 1, 2024 – June 30, 2024
(\$70,512)

3. Housing Support – Helping 2 homeless people per month for the fiscal year get furniture and supplies moved in to their new housing situation. (\$2,440)

C. Budget Year 25-26 - \$90,590

1. Transportation costs of to and from Costa Mesa Bridge Shelter for CIT members to:

- weekly team meetings
- weekly Life skills meetings
- weekly recovery meeting

(\$15,000 for July, 1 2025 – June 30, 2026)

2. Costa Mesa CIT projects being completed 3 X a week May 1, 2024 – June 30, 2024
(\$70,512)

3. Housing Support – Helping 2 homeless people per month for the fiscal year get furniture and supplies moved in to their new housing situation. (\$2,440)

4. Adding 3% CPI (\$2,638)

Disclosures

Trellis has no business relationship with any current Costa Mesa elected or appointed official or city employee.

Subrecipient Agreement

We are prepared to sign the Subrecipient agreement as is.



VENDOR APPLICATION FORM

FOR

RFP NO. 23-15 HOUSING RELATED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Trellis International

Contact Person for Agreement: Crystal Clark

Title: Homeless Initiative Director E-Mail Address: crystal@wearetrellis.com

Business Telephone: 949-873-5805 Business Fax: n/a

Corporate Mailing Address: 711 W 17th St. STE E5

City, State and Zip Code: Costa Mesa, CA 92627

Contact Person for Proposals: Ian Stevenson

Title: Executive Director E-Mail Address: ian@wearetrellis.com

Business Telephone: 949 878 5805 Business Fax: n/a

Is your business: (check one)

☒ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
Mark Vandruff	Chairman	949-356-6384
Helen Kaminski	Secretary	773-505-7139
Rachel Maxfield	Treasurer	760-628-8635
Isabel Carpenter	Director of Operations	909-838-4768
Ian Stevenson	Executive Director	949-422-5331

Federal Tax Identification Number:



City of Costa Mesa Business License Number: 49119

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

City of Costa Mesa Business License Expiration Date: 9/30/23

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. 23-15 HOUSING REALTED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS** at any time after **March 27, 2023**.



Signature

Date: 4/10/23

Ian Stevenson

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **March 27, 2023** with a City Councilmember concerning informal **RFP No. 23-15 HOUSING RELATED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS**. 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.): *Corporation*

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

Business Address: *711 W 17th St STE E5, CM CA 92627*

Website Address: *www.wearetrellis.com, lovecostamesa.org*

Telephone Number: *949-873-5805* Facsimile Number:

Email Address: *info@wearetrellis.com*

Length of time the firm has been in business: *10 years*

Length of time at current location: *10 years*

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

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

Federal Taxpayer ID Number: [REDACTED]

Regular Business Hours: *M-F 9-5*

Regular holidays and hours when business is closed: *Good Friday, Thanksgiving, Christmas week, New Years Day*

Contact person in reference to this solicitation: *Ian Stevenson*

Telephone Number: *949-422-5331* Facsimile Number:

Email Address: *ian@wearetrellis.com*

Contact person for accounts payable: *Isabel Carpenter*

Telephone Number: *909-838-4766* Facsimile Number:

Email Address: *isabel@wearetrellis.com*

Name of Project Manager: *Crystal Clark*

Telephone Number: *949-601-2757* Facsimile Number:

Email Address: *crystal@wearetrellis.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 Newport Beach

Contact Name: Theresa Schweitzer

Contract Amount: \$30,000

Email: tschweitzer@newportbeachca.gov

Address: 100 Civic Center Dr., Newport Beach CA 92660

Brief Contract Description: provided volunteer teams of people experiencing homelessness to assist with park & beach maintenance

Company Name: Doing Good Works

Telephone Number: Scott Henderson

Contact Name: 949-278-6387

Contract Amount: \$65,000

Email: scotth@doinggoodworks.com

Address: 9272 Jeronimo Rd Ste 106 Irvine, CA 92618

Brief Contract Description: Provided teams of volunteers of people experiencing homelessness to assist with warehouse packing projects

Company Name: City of Costa Mesa

Telephone Number: 714-754-5274

Contact Name: Nate Robbins

Contract Amount: \$10,000

Email: nate.robbins@costamesaca.gov

Address: 77 Fair Drive Costa Mesa CA 92626

Brief Contract Description: provided volunteer teams of people experiencing homelessness to assist with park maintenance projects

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Executive Team
February 27, 2023

Executive Team Overview 2023

Clarity

A. Why do we exist? Why should we be here? (just short of to make the world a better place)

- What gets us out of bed in the morning?
- Why is the world better off because of us?
- Keep simple, doesn't need to go on a poster, just needs to live in our gut.

B. How do we behave?

- Not so much a list of value words but what are the 2-3 that we will not be tolerant around?
 - o Be Fit – Take care of ourselves physically, spiritually, relationally

C. What do we do?

- We facilitate collaboration around spiritual, relational and practical challenges in a city.

D. How will we succeed? How will we do it in a way that is unique and makes us successful.

- Build relationships with Catalysts
- Provide resources, tools and support to help them succeed in their city.

E. What's most important right now? (for the next 3-9 months)

- Rallying cry, biggest priority now, (pick the crises)

Numbers for Feb.

- Big Wins

Go over program for 16th

- Review
- Invites
- Prayer

April 15th Imperial Beach - Mapping

April 18th 4:00 - business leaders
Barnabas -

Steve Brester - Cru.

prayerforce.live - 24/7 Prayer
for California

(Chuck Klein) Prayer for schools - every school.com.
Campus Alliance
Prayer Coordinator for Zone -

everystudent.org

555 Victoria Unit 563

Low movement.
Inland Empire
Mission America Coalition



Thu 6/15/2023 10:40 AM

John Eumurian <john@projecthopealliance.org>

Fwd: HOME-ARP funding - Please provide information asap - by Thursday 6/15

To DAILY, MIKELLE

Cc Jennifer Friend; Rachel Cardenas

 This message was sent with High importance.

[Bing Maps](#)

[Action Items](#)

[+ Get more app](#)

Hi Mikelle

After talking with the team, we are confident we can reach 140 youth total in Costa Mesa with the assistance of the HOME ARP funding. At the time of writing the proposal, we were serving just over 100 CM students. So the founding would allow us to serve up to an additional 40 students per year, with a minimum goal of 140. If we need to revise the 120 ("Objectives" on page 2) in the proposal to 140, we can do that and resubmit.

Thanks!

John

John Eumurian

Foundation Relations Manager

Project Hope Alliance

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Costa Mesa, California 92627

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ending the cycle of homelessness one child at a time
www.ProjectHopeAlliance.org



**Project Hope Alliance: Application for Housing-Related
Supportive Services for Qualifying Populations**

April 12, 2023

City of Costa Mesa
Development Services Department
77 Fair Drive
Costa Mesa, CA 92626

To whom it may concern:

We are respectfully submitting a grant application for (are we asking for an amount) in support of our On-Site Case Management Program for youth experiencing homelessness in Orange County.

The mission of Project Hope Alliance (PHA) is to end the cycle of homelessness, one child at a time. Lack of security and support negatively affect a child's performance in school, their health, their self-confidence, and their emotional and behavioral health and well-being – putting children experiencing homelessness today at huge risk of becoming homeless for life. Our interventions disrupt this progression by addressing the root causes of homelessness through a customized, wraparound support program that works to break down each participant's unique barriers to success.

Thank you for the opportunity to submit this application. Please feel free to contact us if you have any questions or would like clarification. We are grateful for the work the City of Costa Mesa is doing to bridge the gaps in economic prosperity in our community, especially for the most marginalized among us.

For the Kids,

John Eumurian
Foundation Relations Manager
Email: john@projecthopealliance.org
Cell: (714) 337-1118

**Project Hope Alliance (PHA) is a public charity recognized as tax-exempt by the
IRS under Section 501(c)(3). ID#75-3099628*

1. Background and Project Summary

Describe your understanding of the City, work to be done, and the objectives to be accomplished.

The City:

87% of Costa Mesa students and their families are non-White, 77% are Hispanic, 44% are from low-income families, and 29% are living in poverty (compared to 9.9% across Orange County). 91% of those living in poverty are non-white, showing the disparity in income between white and non-white populations in the City. Project Hope Alliance (PHA) is already serving all 12 Title 1 schools in the Newport-Mesa Unified School District, which are all located in Costa Mesa. While these are clearly the school populations with the highest range of needs, Title 1 schools typically garner the majority of resources (i.e. federal aid). This leaves low-income students at non-Title 1 schools bereft of government aid, making PHA's role equally crucial for students at those campuses. Project Hope Alliance serves students who qualify as homeless, under the McKinney-Vento Act of 1987, which includes those living not only on the streets, but in shelters, motels, cars, doubled-up and in places unsafe for human habitation.

"Giving homeless children the chance to be educated, giving them this ticket to their futures is so wonderful. They will have the chance to not repeat the suffering of their childhoods in their own families. They can build secure and safe lives for themselves and their children."

First Lady Laura Bush

Work to be Done:

As an organization, PHA serves McKinney-Vento eligible students and their families, which now total 25,800 students across Orange County. We emphasize the eligibility of all qualified students, as opposed to those officially registered, because students don't always volunteer this information to their school or district, due to the stigmas associated with homelessness. Inevitably, once we arrive on campus, the number of eligible students is larger than those registered. We are currently serving over 100 Costa Mesa students daily on site at Costa Mesa schools, as well as after hours, through the case manager, who is on call for these children 24/7. Since a child's needs do not cease during weekends, holidays, or winter and summer break, we continue our work with the students year-round.

Objectives:

- Project Hope Alliance will serve 120 Costa Mesa students through our On-Site Case Management program, including academic, basic needs and life skills assistance.
- PHA will work to ensure that at least 80% of our Costa Mesa students graduate from high school in the 2023-24 school year.
- PHA will provide group work sessions for high school students in Costa Mesa at each high school. We estimate there will be 15 students at Costa Mesa High School and 15 at Estancia High School.

2. Method of Approach

Detailed description of the approach and methodology to be used to fulfill the Scope of Services

Methods, including controls for managing projects:

Case managers must log all interactions, case notes, assistance, resource referrals, event attendance and assessments on Salesforce. Case notes must be submitted within 24 hours and there must be two case notes at minimum per youth each month. If there is a crisis with a youth then the case note must be submitted the day of the event. The Chief Program Officer receives email notifications for all case notes which are reviewed monthly to ensure that they are compliant with the proper format and that case managers provide adequate support within the scope of practice and in a timely fashion. The Program Manager performs monthly audits to ensure that all assistance has been inputted at the end of each month. Case managers complete monthly check-in forms that include all clients on their caseload with dates reflecting their interactions each month. The Program Manager then reviews all check-in forms to verify that all client interactions were logged in Salesforce. If case managers do not have communication with a client for more than 30 days or there is non-compliance from the client then the Program Manager meets with the case manager to provide support. District Lead Managers visit school sites in their zone on a bi-monthly basis to ensure that all sites are equipped with supplies and meet all organizational guidelines of trauma-informed care. Individual client crises are addressed by the case managers and directed to proper assistance if it is outside of the scope of practice of case managers. Case managers assist clients by calling the Centralized Assessment Team (Orange County Health Care Agency) if it is a behavioral health crisis. Case managers also create safety plans with their clients to reduce risk of future harm and risky behaviors.

Methodology for soliciting and documenting views of internal and external stakeholders:

Starting in the summer, PHA will have its first youth advisory council which will be composed of youth enrolled in our program. These youth are high school age through 24 years old and they will be meeting with the Chief Program Officer and Director Assistant Professor & Equity Advisor at UCI to provide feedback and changes to service delivery. On a quarterly basis, the case managers, district lead managers, and Chief Program Officer meet with the administrators from each school site to provide data regarding services provided, common trends in barriers that youth are experiencing and feedback for improving current processes or protocols.

Project Management/Implementation Strategies – techniques that the respondent intends to employ in carrying out the work:

PHA deploys a long-term, onsite intervention model for youth in three Orange County school districts (total of 11 cities and 47 campuses) who are experiencing homelessness. PHA utilizes a unique program methodology in our middle school and high school programs – placing case managers directly on school campuses where the children attend each day. This place-based strategy fosters meaningful interactions between our students and case managers consistently throughout the school day. These youth too often face obstacles that prevent them from accessing resources and achieving educational and life goals. Program participants are provided customized, wraparound support through one-on-one relationships with trained case managers until the age of 24. These full-time case managers occupy permanent offices on middle school and high school campuses. They regularly interact with district and school administrators, school counselors and faculty to identify students experiencing homelessness and provide them the support they need.

As mentioned, the Orange County students we serve (from Kindergarten to age 24) experience homelessness as defined by the 1987 McKinney-Vento Act. They live in shelters, cars, motels, or doubled/tripled-up with other families. While most homeless-serving organizations use the HUD definition (including only homeless people in shelters or on the streets), PHA ensures that all students who experience homelessness and face associated barriers receive the holistic support they need to be successful in and out of school. Students are identified by the schools we serve, as well as through student-to-student referrals.

Detailed description of efforts your firm will undertake to achieve client satisfaction and satisfy the requirements of the Scope of Work:

The long-term goal for every student in PHA's program is high school graduation, followed by post-secondary school or employment. PHA programs intentionally parallel a child's entire academic continuum, from kindergarten to post-college. During the school year, PHA has a daily on-site presence at school campuses. Each case manager has been provided an office space by the school, completely equipped with a desk, furniture, phone and internet access. As teachers or school staff encounter a child with identified needs, they refer them to our office location where the case manager can talk to them and identify their level of need, and if qualified, can sign them up for our program. Each office is also equipped with a food pantry, wardrobe closet, educational supplies and hygiene kits, to help address some of the basic needs the students disclose.

During the summer, the case managers' role transitions to providing services remotely, meeting students where they are living, at our offices, or at locations convenient to the youth. In the lives of our youth, complicated by transitory adults and systems, the goal is to introduce as little disruption as possible, while providing a consistent and stabilizing influence in their lives. Key milestones coincide with the end of each school year, middle school and high school graduation, and college entrance and graduation.

In order to achieve long-term successful outcomes, our case managers address 10 distinct areas that are key to a child's development, including: social and emotional wellness; education; parental and family support; housing; financial stability; basic needs; health and safety; building relationships with stable and trusted adults; life experiences and passions; and providing future vision and direction. In order to address the short-term goals in each of these areas, we utilize a variety of assessment tools including our proprietary Hope Index, Developmental Asset Profile, and Needs Assessment. All of these tools are used to inform and update case plans which provide step-by-step guidance toward achieving the youth's individual academic and life goals.

We deploy a variety of services that can be tracked as milestones in our program. The completion of these milestones forms the foundation of success for each child as they reach adulthood. Some of our basic program milestones include:

- Qualification
- Intake/program entry
- Assessment(s)
- Creation of a goal plan
- Wraparound service support (academic, and basic needs on an ongoing basis)
- Daily, weekly, monthly check-ins

- Liaising between students and their parents, teachers, counselors, administrators and McKinney-Vento representatives (ongoing)
- Referrals to community resources (ongoing)
- Graduation from high school
- Assistance with college and FAFSA applications
- Graduation from college
- Job search assistance and job coaching
- Program graduation

"People are not rallied to solve a problem that they don't know exists"
Quote by Jennifer Friend, Project Hope Alliance CEO, on the issue of homelessness among America's public-school students

In the past year, we have seen significant successes by students in our programs, including:

- A 96% on-time graduation rate and 100% overall graduation rate, compared to the state average of 69.7% (for youth experiencing homelessness)
- 76% of high school seniors enrolled in college, compared to the state average of 41% for all high school graduates
- 74% of out-of-school students are working full-time or part-time
- Reduced rates of absenteeism, tardies and behavioral issues

Detailed project schedule

Organization Name:	Project Hope Alliance
Project Name:	On-Site Case Management For Youth Experiencing Homelessness
Start Date:	7/1/23
End Date:	6/30/24
Project Goal:	Ending the Cycle of Homelessness for Youth in Orange County, CA

Activity	Deliverable	Month											
		Aug 1	Sept 2	Oct 3	Nov 4	Dec	Jan 6	Feb 7	Mar 8	Apr 9	May 10	June 11	July 12
Project Backpack	Deliver backpacks and school supplies to each student in the program.	X											
School Starts and first Case Management Session - generally late August to early September	Each student has an initial case management meeting at the start of the year	X											
August Group Work Session #1	Healthy Relationships and Boundaries	X											
August Enrichment Activity	Planned activity to build socialization skills and community.	X											
August Parent Workshop	Topical Training for student's parents	X											
August Tutoring & Mentoring	Academic and Social-Emotional Coaching		X										
September Case Management Sessions (2)	Notes recorded in Salesforce		X										
September Group Work Session #2	Online Safety (High School only)		X										
September Enrichment Activity	Planned activity to build socialization skills and community.		X										
September Parent Workshop	Topical Training for student's parents		X										
September Tutoring & Mentoring	Academic and Social-Emotional Coaching		X										

May Tutoring & Mentoring	Academic and Social-Emotional Coaching	X
June Case Management Sessions (2)	Notes recorded in Salesforce	X
June Tutoring & Mentoring	Academic and Social-Emotional Coaching	X
High School Graduation	Tracking in Salesforce	
	Outcomes recorded in Salesforce (Quarterly)	X
Hope Index and Needs Assessment		
July/August Case Management Sessions (2 per month)	Notes recorded in Salesforce	X
July/August Tutoring & Mentoring (1 per month)	Academic and Social-Emotional Coaching	X
Summer Enrichment Activities (2022 activities listed below by way of example)		X
Beach day for Scholarship Prep Academy		
Movie Day for 7-12		
OCC Tour for high schoolers		
Senior celebration at Knotts Berry Farm		
Discovery Cube for K-6		
Aquarium Trip for 5-12th		
UCI Tour for high school		
Skate Camp in San Clemente for middle school		
Angel's Game for K-12		
Hike Day in Laguna Beach for high school		
Movie Day for K-6		
Parent Workshop on Positive Communication with Children		
Beach day for high school		
Discovery Cube 7-12th		
Cultural Museum in Long Beach for high school		
Painting event for K-6		
Career Day for high school		
Art activity for 7-12		
Movie Social in 108 for K-6		
CSUF Tour for high school		
CSUDH Tour for high school		
Bi-weekly book club for K-6		
	During the summer school closure, we plan multiple weekly activities to provide cultural and community experiences, building summer memories before returning to school in the Fall	

Detailed description of specific tasks you will require from the 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:

Our primary program partner would be the Newport-Mesa Unified School District, with whom we have monthly meetings to establish ongoing stable relationships with the teachers, counselors, principals and McKinney-Vento liaisons, as well as to discuss and strategize on individual student cases. Additional quarterly meetings are hosted with district administrators to provide updates on our work and deliver reporting and metrics.

The City, under this Scope of Work, would be responsible for receiving and reviewing our invoices and reporting, notifying the applicant as to changes in policy, as well as processing monthly/quarterly payments, as defined in our agreement. They may also be obligated to fulfill responsibilities under HUD for the oversight of the Program, as defined in the RFP (pg 18).

Additional narrative, including innovative or creative approaches to providing the service that will maximize efficient, safe and cost-effective operations or increase performance:

PHA's unique place-based strategy fosters meaningful interactions between our students and case managers consistently throughout the school day directly on school campuses. Upon enrollment into the program, case managers conduct a needs assessment using PHA's proprietary Hope Index, which covers 10 distinct domains and creates the student's unique "roadmap" for the wraparound services PHA provides. Our students have access to numerous enrichment activities outside the planned curriculum for the students within the program, including activities that their housed peers would have access to, such as summer camps, recreational outings, and visits to college campuses. Our case managers also help the students improve their communication in academic encounters by attending meetings between the

students and teachers, and facilitating collaboration between the teacher and student to define academic goals and a plan. Finally, the case managers are available for the student 24 hours a day – a highly unusual model, which allows our team to be available to address unexpected and emergent needs.

In addition to all of the services listed above, case managers assist senior high youth in completing college applications and applying for specialty educational assistance programs like FAFSA. As mentioned above, onsite pantries, stocked with healthy snacks are available to the students before school, at breaks, lunch and after school. A wardrobe closet is also provided for students who need clothing. Games and activities are hosted at open times in the case manager's office as well, to encourage a fun, relaxing atmosphere.

Our post-high school youth are spread around the county at different 2-and 4-year colleges, as well as trade schools, and workplaces. Our Case Managers travel to locations that are easily accessible to the students, like a coffee house or their college campuses, to ease the burden of transportation. Our goal is to minimize the disruptions in the students' academic path, and facilitate their completion of college, required units, and acquisition of housing and full-time employment – permanently breaking the cycle of homelessness.

Due to the success of this unique model, our students have seen outstanding results (as referenced on page 5). But the benefits of our programs extend far beyond our target population. We have found that society at large reaps economic benefit as well, in the form of cost avoidance and increased tax revenue. How do we know this? In 2020, a team of three researchers from Edwards Lifesciences, based in Irvine, performed an in-depth study of our work and filtered out the following Return-on-Investment reaped by Orange County taxpayers as a result of our work, including these highlights:

- 88% of our students maintained financial and housing stability after participating in our program for two years.
- A PHA graduate saves the County of Orange \$75,000 on an annual basis. This number is comprised of \$45,000 in avoided costs by government and local entities (emergency room, law enforcement, social services, shelters, etc), as well as \$30,000 in increased wages (due to high school graduation and college/trade school completion).
- Over the long term, these cost savings and increases in revenue equate to a projected \$4.4 million by the year 2025 and \$14.3 million by 2030.
- Every \$100 in program spending generates \$264 in value for our community.

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

Project HOPE was formed in 1989 as the result of a schoolteacher's passion for assisting local children experiencing homelessness who attended Project HOPE School in Orange County. In 2007, Project HOPE was changed to Project Hope Alliance, in order to reflect the fact that we had moved beyond one school to serve children throughout Orange County. We have been in the same location for the last 10 years.

4. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served:

Newport-Mesa Unified School District: Although we have worked with NMUSD in some capacity since 2012, it was in 2016 that NMUSD was confronted with the full gravity of the crisis facing youth experiencing homelessness within its boundaries and made a decision to officially partner with Project Hope Alliance and launch our on-site model of care at Newport Harbor High School. This was our first official Memorandum of Understanding (MOU) with a school district. Since then, we have had an MOU with NMUSD in effect each year. In June 2021, an agreement was signed between PHA and NMUSD which included \$153,128 in grants to help PHA provide schools in the district with on-site case management. An additional agreement for the same amount also went into effect in June 2022. As a result of this increased partnership and funding, our on-site presence in Newport-Mesa has scaled from 13 students at one school to PHA having full-time case managers with their own offices at Newport Harbor High School, Ensign Intermediate School, Estancia High School, Costa Mesa High School, and Costa Mesa Middle School. As part of this agreement, NMUSD provides PHA with office space at each school site, as well as utility connection, WiFi, and access to student records. It also authorizes PHA to serve at any of their 32 school sites. In addition to those campuses where our case managers have their own offices, we are serving NMUSD elementary students at 17 elementary schools including: Adams, Back Bay High School, Cloud Campus, College Park, Corona Del Mar High School, Davis Magnet, Kaiser, La Veta, Mariners, Newport Heights, Paularino, Pomona, Rea, Sonora, TeWinkle, Victoria, Whittier, and Wilson. In total, we are currently serving 122 students throughout Newport-Mesa USD (90% are CM residents). Contact: Sean Boulton, Principal. Newport-Harbor High School, (949) 515-6300

City of Costa Mesa: In July 2021, PHA was awarded a CDBG grant for \$20,000 by the City of Costa Mesa in support of our On-Site Case Management Program for Costa Mesa students. In July 2022 this contract was renewed for \$27,924. In 2023 we again requested additional support for the next grant cycle, and were awarded \$25,000 on April 10th. PHA was also awarded an additional grant of \$162,834 in September 2021 for funding specific to our efforts in providing services throughout the COVID-19 pandemic. An addendum to this grant for an additional \$35,000 was awarded to PHA in 2022. Contact: Mikelle Daily, Grant Administrator, (714) 754-5678

Santa Ana Unified School District: PHA and SAUSD first partnered with one another in 2022, modeling this partnership after our pilot program in NMUSD. The initial MOU placed case managers on-site at Heninger Elementary School. In January 2022, PHA was provided with a \$100,000 contract for services (which expired in June 2022 but was renewed for another year beginning July 2022 for \$250,000) to increase the number of students served at Heninger Elementary and to expand onto additional campuses. Since then, PHA has begun working with students and providing a regular on-campus presence at Edison Elementary School, Mark Twain School, Rosetta Elementary School, Romero-Cruz Academy, and McFadden Institute of Technology. In 2022, we also placed full-time, on-site case managers with their own offices at Santa Ana High School. In total, we are currently serving 80 students throughout Santa Ana USD. Contact: Sonia Llamas, Asst. Superintendent, SAUSD, (714) 558-5805

City of Santa Ana: In December 2020, PHA was awarded a CDBG grant by the City of Santa Ana for \$150,000 to help us provide On-Site Case Management to SAUSD students. In October 2022, we were awarded an additional \$180,000 by the City of Santa Ana, half of which was designated to campuses at which we already had an on-site campus (detailed above) and half

of which was designated to establish a case management office on-site at Carnegie Shelter in Santa Ana to serve the students and families living there. There are currently 13 students who qualify for services at Carnegie shelter. Contact: David Flores, Senior Community Development Analyst, (714) 647-6561

Scholarship Prep Academy: In January 2022, PHA signed a separate contract with Scholarship Prep Academy in Santa Ana, where we have now placed 2 additional full-time case managers. This contract included a grant of \$78,000 (and was renewed in January 2023 for an additional \$90,000). We are currently serving 56 students at Scholarship Prep Academy. Contact: Kristin Crowe, Chief Community Officer, (714) 795-3729 x7025

Huntington Beach Union High School District: A two-year \$150,000 fee-for-services contract established with HBUHSD in December 2022 enabled us to open on-site offices at Huntington Beach High School, Valley Vista High School, and Huntington Beach Adult School, as well as Westminster High School remotely. An additional 2 year contract specifically with Valley Vista High School for \$150,000 was awarded to PHA in May 2022. As this is a new region and district, we have worked for the last year to build relationships with the administrators, principals, and teachers in the district, as well as to inform and bolster their intake process for students experiencing homelessness, build a data-sharing system, unify their schools and boards, and specifically revise the intake and assessment process at Huntington Beach Adult School. We are currently serving 54 students in HBUHSD. Contact: Courtney Spelber, Ed.D, Dir. of Student Services, HBUHSD, (714) 903-7000

City of Huntington Beach: In December 2022, PHA applied for the first time for CDBG funding with the City of Huntington Beach and received an award notification on 2/27/23 for \$20,854. Contact: Greg Hoang, Senior Housing Analyst, (714) 536-5473.

5. 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.

The combination of Project Hope Alliance's long-standing record of service throughout Orange County, the strong partnerships we have established with community leaders across all sectors, and our exceptionally skilled and experienced staff make us uniquely qualified to provide the services we do to children experiencing homelessness in Orange County.

As referenced above, Project Hope Alliance has been providing invaluable assistance to youth experiencing homelessness in various and ever-expanding ways since 1989. A major turning point came in 2013, as attorney Jennifer Friend accepted the invitation to serve as the CEO of PHA. Jennifer's motto "For the Kids" inspired her leadership, solidified our commitment to always keeping our work child-centric, and ultimately acted as a catalyst for PHA's subsequent remarkable growth. Since that time, PHA has expanded from serving fewer than 65 students at one school to over 350 students at 13 schools throughout Orange County. As we have grown exponentially throughout the years, our longevity and consistent commitment to youth experiencing homelessness have allowed us to keep our finger on the pulse of the most critical needs of this specific population. Our dedication to hiring enough professional case managers to provide individual, intensive case management to each child we serve has also allowed us to take a customized, non-prescriptive approach to eliminating each student's unique barriers to

success. Throughout the decades as our programs have grown and evolved, we have remained true to our belief that the futures of children experiencing homelessness should not be limited by their parents' economic circumstances.

Some specific examples, beyond those described in our Scope of Work, of the unique and specialized assistance we offer that make us particularly capable of providing the services we do, include our Group Work Program and our focus on the mental health of the youth we serve. For the first time this school year, we initiated our Group Work Program curriculum, which consists of nine psycho-educational topics developed based on needs reported by the students we serve. These include: Healthy Relationships and Boundaries, Online Safety, Resume Building, Mock Interviews and Interview Etiquette, Budget and Money Management, Credit and Tax Preparation, Requirements for College and Application Timelines, FAFSA and Scholarships and Student Loans, and Goal Setting. Each month during the school year, each high school campus's case manager teaches one of the nine group topics to their students. Each session consists of two components, education about a topic followed by practical application. Students who participate learn important skills and information as well as put what they learn into practice as a group. Students also get a chance to build community with each other and learn alongside their peers. Thanks to our Chief Program Officer, we have also implemented trauma-informed care principles and strategies to improve the emotional, psychological, social well-being, academic success and overall health of those we serve. Most notable is our innovative and proprietary Hope Index, described in detail above. Case managers complete an assessment every 90 days, and the resulting data is recorded in Salesforce, our enterprise software platform. The Index focuses on a point in time, providing keen insight and guidance into where the student is qualitatively, and changes based upon negative and positive life events. PHA utilizes additional assessment tools including the Developmental Asset Profile and Youth Assessment that is also captured in Salesforce. Program data is reviewed quarterly by the leadership team and annually by the Board of Directors. These reviews result in program refinements and goals for the following year. Objectives related specifically to mental health include ensuring that our students are stably supported by PHA case managers throughout the year (meeting one of the needs in the Hope Index) and improved overall emotional, psychological, and social well-being (as measured by improved results and achievement of life goals).

Over time, through our consistent commitment to those we serve, PHA has established mutually beneficial and supportive partnerships with both the cities and schools/districts in Newport Beach/Costa Mesa, Santa Ana, and now Huntington Beach (explained in detail in the sections regarding these contracts above). This has allowed us unparalleled access to our students through our daily presence on campuses. In addition, PHA has developed deep relationships with faith-based organizations and other agencies serving those experiencing homelessness in Orange County (explained in more detail in section 8 below) to ensure that our students have sufficient basic needs items, access to housing, and enrichment opportunities for success in and out of school.

Lastly, we are immensely fortunate to have an incredibly skilled and dedicated staff and Board of Directors comprised of experts in education, mental health, and childhood homelessness, including Principal Boulton of our inaugural school Newport Harbor HS. By way of example, professionals on our staff who have a deep level of both personal and professional expertise in the areas of homelessness, education, and trauma, include:

CEO, Jennifer Friend: Jennifer grew up experiencing homelessness and went on to become a partner in a law firm before working at PHA. A technology entrepreneur, Jennifer's father experienced unpredictable lapses in income. Although her mother also worked as a preschool teacher, keeping a roof over their family of six proved challenging. While there were periods of financial stability, there were also times of struggle. During Jennifer's junior high and high school years, her three brothers, her parents and she often packed their lives into a 214-square-foot motel room. Jennifer's story represents the 6% (25,400) of Orange County youth who experience homelessness on a daily basis. More importantly, her path to success also provides hope for the kids she now serves as the CEO of Project Hope Alliance. Jennifer graduated from UCI with a degree in Criminology and Law before going on to obtain her Juris Doctor from Whittier Law School in 1998. She practiced law for ten years with Selman, Breitman LLP in Santa Ana, becoming a partner before leaving to helm Project Hope Alliance in 2013. Jennifer's unique experience motivates the rest of our team to serve with compassion and innovation.

Among many other distinguished memberships, Jennifer is a Trustee of the UCI Foundation, and a member of the OneOC Nonprofit Advisory Council and the Susan Samuelli Integrative Health Institute Advisory Board. She has also received numerous awards for her work at PHA including the inaugural "Women of Influence" Awards by Coast Magazine, OC's 100 Most Influential Game Changers in the Orange County Register, LA Times' OC Visionary 2022, and Costa Mesa's 2023 Woman of the Year. In February 2022, Jennifer Friend had an opportunity to speak to the crisis on a national level when she was featured in Teen Vogue. In addition, PHA received positive press from the Orange County Register on three occasions in the last 2 years which led to invitations from Santa Ana and Garden Grove School Districts. The collective word of mouth and positive presence in the media has helped pave the way for our rapid growth.

Chief Program Officer, Rachel Cardenas: Rachel holds a doctoral degree in Clinical Psychology and has worked with youth and young adults for the majority of her career. Prior to joining Project Hope Alliance, Rachel worked as a therapist in schools with youth experiencing social, emotional, and behavioral issues and in inpatient and outpatient facilities with individuals experiencing severe mental health concerns. While working in the school system, Rachel also worked as a consultant for teachers and school staff regarding mental health, crisis intervention, behavioral interventions, and social skill development. Rachel specializes in working with individuals who have experienced trauma and has a passion for working with youth. She brings an invaluable clinical lens to her work with Project Hope Alliance. Rachel holds a B.A. in Psychology from Dominican University and a Psy.D. in Clinical Psychology from Argosy University.

Program Manager, Lizbeth Loyola: Lizbeth joined Project Hope Alliance (PHA) in June 2018 as a bilingual Education Coordinator for the organization's Bright Start program, offering academic support and school navigation for families with K-6 students. In her role, she attends parent-teacher conferences and IEP meetings to advocate for students' needs and educational success. She conducts literacy and math assessments to implement academic interventions to bridge the learning gap; provides social and emotional referrals; assists families during crisis situations; and oversees a small client case load as well. Prior to joining PHA, Lizbeth served as an Instructional Provider for Santa Ana and Orange Unified School Districts and a Youth

Development Professional at Boys & Girls Club of Garden Grove. She holds a B.A. in Sociology from California State University, Fullerton, and recently graduated with her M.P.A. from National University.

Guadalupe Contreras, District Lead Case Manager: Guadalupe joined PHA as a case manager in February 2020. Her background includes working with youth and families, including many first-generation high-school students, providing much needed academic and mentor support. Being the first to go to college in her family, she deeply understands how important mentoring programs are to low-income students.

All of our case managers meet PHA's high standards for cultural competency and bilingualism, knowledge of the school system and local resource offices, creating comprehensive case plans, communication with families and school staff, and more. They have each worked within various school districts and nonprofits in California and have educational backgrounds (including several with psychology specific and MSW degrees) in child and adolescent development, communication, and leadership.

6. Please provide information on your organization's participation in local community, charitable and civic organizations and events:

As referenced above, PHA has a long-standing record of meaningful relationships with faith-based and other non-profit organizations throughout Orange County with whom we engage in mutually supportive partnerships to ensure all the needs of each individual we serve are met, even those we cannot provide directly. In addition to those described in detail in previous sections, these include, but are not limited to:

St. Andrews Presbyterian Church: St. Andrew's is located across the street from one of our primary service sites (Newport Harbor High School) and provides an afterschool space for students to study or wait for parents to pick them up. They also host a café, and a pantry with food and basic needs supplies for our youth. We have worked with them since 2013.

Orange County Department of Education: County liaisons coordinate government and community services to ensure that youth experiencing homelessness enroll and stay in school.

University of California, Irvine: UCI provides a virtual tutoring program for our youth, to help increase academic proficiency in math and language arts

Dream Schools: Dream Schools has recently engaged with the PHA team to start providing STEM opportunities for our 3rd to 8th grade youth.

Second Harvest Food Bank: For many years we have partnered with Second Harvest to provide food to our families.

Goodwill Industries: Goodwill partners with us to provide food, gifts, hygiene and toys for Santa Ana students and their families. They also provide thrift store vouchers, and wardrobe items for our employed students.

Families Forward: Families Forward has partnered with PHA for many years, serving as a referred housing provider for our families who need housing assistance.

Serving People In Need (SPIN): SPIN is also a referred housing provider, complementing our educational services, and increasing our ability to provide a wraparound service model that meets the full spectrum of needs presented by our families.

Youth Employment Service (YES): YES offers youth the skills needed to secure and maintain meaningful employment, serving as a bridge between young adults who are seeking employment and those in the local business community who are seeking capable employees.

Costa Mesa Chamber of Commerce: As of 2023, we are also a proud member of the Costa Mesa Chamber of Commerce.

Perhaps most notably, every year we partner with local companies, non-profit organizations, and funders to create numerous specialized extra-curricular opportunities for the kids we serve. This past summer, our team was hard at work creating opportunities for our students to partake in summer activities that would otherwise be financially out of reach for them. For example, our friends at Campus-by-the-Sea, an independent camp in Avalon on Catalina Island, offered our Middle Schoolers the opportunity to attend one of their June youth camps at half-price. To fund the cost of the camp, we reached out to our partners and they responded with \$12,465 in funds, underwriting the 15 youth and 3 case managers we sent to the camp, as well as a number of our other summer activities, including:

1. Beach day for Scholarship Prep Academy
2. Movie Day for 7-12
3. OCC Tour for high schoolers
4. Senior celebration at Knotts Berry Farm
5. Discovery Cube for K-6
6. Aquarium Trip for 5-12th
7. UCI Tour for high school
8. Skate Camp in San Clemente for middle school
9. Angel's Game for K-12
10. Hike Day in Laguna Beach for high school
11. Movie Day for K-6
12. Parent Workshop on Positive Communication with Children
13. Beach day for high school
14. Discovery Cube 7-12th
15. Cultural Museum in Long Beach for high school
16. Painting event for K-6
17. Career Day for high school
18. Art activity for 7-12
19. Movie Social for K-6
20. CSUF Tour for high school
21. CSUDH Tour for high school
22. Bi-weekly book club for K-6



MIDDLE/HIGH SCHOOL
(7TH-12TH GRADE)



OLDER YOUTH
(AGE 18-24)

23. Bi-weekly Math camp for 7-12
24. End of summer park day for K-12

We plan to replicate and expand upon these opportunities in Summer 2023. We have also initiated additional enrichment activities during the school year. These include, among others, Santa's workshops, where families are invited to "shop" for their children for the holidays (a more dignity-based approach to the holidays in lieu of traditional drives where families are pre-assigned gifts), several yearly drives including Thanksgiving, back-to-school, and winter gear (coats, blankets, space heaters). We have also added our inaugural Career Day in October 2022, which includes members of the community (e.g. law enforcement, chefs, nurses) and was a tremendous hit with our students. We intend to hold another of these in April of this year. In April we will also host a private concert by members of the Pacific Symphony in our community space for our students.

7. Additional information:

The majority of the services we provide and how we provide them both inside and outside Costa Mesa (including information about corresponding contracts and references) are detailed in our Scope of Work earlier in this proposal. However, we do remotely serve students at additional schools outside the districts listed above. These include students at Anaheim Elementary School in Anaheim; Esencia Elementary School in San Juan Capistrano; San Marino Elementary School in Centralia Elementary School District; Pacific Drive Elementary School in Fullerton; Cypress Village Elementary School, Deerfield Elementary School, Westpark Elementary School in Irvine; Skyview Elementary School and Rossier Elementary School in Orange; and E3 Academy in Placentia/Yorba Linda USD, as well as several individuals who have graduated high school and are now either in college, trade school, or employed (up to age 24).

8. Financial Capacity

We would be pleased to provide any additional data as mentioned, in order for the City to evaluate our firm's financial capabilities. (Note: this section did not directly ask for any financial information)

9. Key Personnel

The section below identifies the staff who will be assigned to act on behalf of PHA in key management and field positions, providing the services described in our proposal, and their functions:

Shelby Feliciano-Sabala, Chief Partnership Officer

Email: shelby.fs@projecthopealliance.org

Phone: (714) 640-7009

Education: BA from UC Santa Cruz in Psychology, MSW from University of Washington with a Global Health certificate, currently pursuing Educational Doctorate (EdD) in Educational Leadership at California State University, Long Beach.

Experience and Relevant Transactions: Worked in the nonprofit sector for 15 years, working with women and youth. Previously oversaw the Youth Volunteer program for Red Cross Orange County chapter where she was able to develop a Youth Advisory Council (YAC) and implement summer camp for 200 youth with 30 youth mentors. Afterwards she moved into direct service at the University of Washington, supporting survivors of sexual assault as well as youth needing health

and wellness services. She also worked with transitional age youth in workforce and education readiness. Most recently, she led the Department of Data & Evaluation at Think Together, California's largest expanded learning provider. As a social worker who has worked with vulnerable youth in different capacities for the past 15 years, she understands the intricacies and intersectionality of working with youth who have experienced trauma. As the Chief Partnership officer, she is responsible for creating and maintaining intentional relationships with community members that support our youth to thrive and create a meaningful impact story.

Rachel Cardenas, Chief Program Officer

Phone: 209.818.9710

Email: rachel@projecthopealliance.org

Education: B.A. Psychology, Dominican University; Psy.D. Clinical Psychology, Argosy University

Experience and Relevant Transactions: Worked as a therapist in schools with youth experiencing social, emotional, and behavioral issues and in inpatient and outpatient facilities with individuals experiencing severe mental health concerns. While working in the school system, Rachel also worked as a consultant for teachers and school staff regarding mental health, crisis intervention, behavioral interventions, and social skill development. Rachel worked at Gordon Psychology Group, where she led their clinical team, developed the training program, and was responsible for training and supervising therapists, case managers, and substance abuse counselors.

Lizbeth Loyola, Program Manager

Phone: 949-566-1643

Email: lizbeth@projecthopealliance.org

Education: Masters of Public Administration, National University

Bachelors in Sociology, California State University, Fullerton

Experience and Relevant Transactions: 8 years working with underserved communities and opportunity youth. Previously worked at Santa Ana and Orange unified school districts providing supportive services for elementary students. Four years of case management for youth and families experiencing homelessness providing resource referrals, mental health interventions and academic support. Majority of experience has been with marginalized communities primarily Latinx youth, LGBTQ+, single female headed households.

Guadalupe Contreras, District Manager

Email: gcontreras@projecthopealliance.org

Phone: (949) 872-1044

Education: BA Sociology & Communications

Experience and Relevant Transactions: Family and Community Engagement LIAISON SAUSD, 2019-2020. Facilitated Workshops for Parents to learn Skills such as typing, Navigating the Web, & Accessing Aeries for purpose of supporting students. Connected Families to appropriate resources such as Housing, WIC, Medical, Food Stamps and Child Care. She served one of Huntington Beach's most vulnerable communities in the Oak View region. Provided community and school resource information to parents and families (Connecting families and children to counseling, WIC, Rental Assistance programs, clothing assistance, extracurricular activities and events such as Dancing, soccer, boys and girls club, etc). Assessed crisis situations and connected clients to appropriate counseling care (Centralized Assessment Team, on-site counselors, off site counseling)

Chrissie Lee, Program Internship Manager

Phone: (949) 922-1573

Email: chrissie@projecthopealliance.org

Education: Master of Social Work Degree with a Pupil Personnel Services Credential, Bachelors of Arts degree in Human Development and minor in Human Resource.

Experience and Relevant Transactions: 13 years of experience working in the non-profit sector. She has worked with at-risk youths at her previous internships providing mental health support and case management services to students in an Elementary school. She has also worked with foster youth students (k-12) providing educational case management services and being their advocate/ support at IEP meetings, SARB, etc. Also worked with students who have a mental health diagnosis (ages 5 to 24) with Project FOCUS where she developed individualized service plans with specific goals and objectives, crisis intervention, and case management.

Daniel Hongo, Case Manager

Phone: 949-610-2752

Email: daniel.h@projecthopealliance.org

Education: BA Psychology, California State University, Fullerton

Experience and Relevant Transactions: Over 1 year of case management experience providing services to youth experiencing homelessness or housing insecurity. Over 4 years providing services to youth and adults in a behavioral health setting. Previously provided at-home services to children with autism spectrum disorder, using strategies to de-escalate crisis situations. He worked collaboratively with parents and colleagues to reduce the likelihood of harmful behaviors in children that pose dangers to themselves and/or others, as well as to reinforce safe and productive behaviors.

Kirya Valle, Case Manager

Telephone Number: (949) 402-5000

Email Address: kirya@projecthopealliance.org

Education: BA in psychology CSULB

Experience and Relevant Transactions: Kirya worked 6 mos at an inpatient mental health facility and 8 months as a research assistant. Through her work at PHA, she promotes independent living skills, social skills, and vocational rehabilitation with clients (students) experiencing homelessness. Provides support to individuals in developing academic skills and accessing resources needed to graduate high school, achieve a livable wage, and build a stable future. Monitors, observes, supports, and documents clients and their cases.

Catherine Balderrama, Case Manager

Phone: (657) 574-2000

Email: catherine.b@projecthopealliance.org

Education: Bachelor of Science in Child and Family Development - Completed at San Diego State University, Class of 2019. Currently pursuing a Master of Social Work - Boston University, expected graduation date is May 2025

Experience and Relevant Transactions: French Park Care Center Social Service Assistant– Orange County, CA (March 2021- July 2022). Provided essential information, managed requests and concerns, and helped in care planning and discharge planning. Communicated with other team members to enhance each patient's plan of care in wound management, behavior. Management

and care plan conferences with patient and family or responsible party. Completed assessments, acquired insurance authorizations, set doctor appointments and transportation

Tia Small, Case Manager

Email: fatiha@projecthopealliance.org

Phone: (949)531-1064

Education: Bachelor of Arts, Business Administration

Experience and Relevant Transactions: 3 years experience as a case manager in Fullerton and Costa Mesa School Districts. Tia has worked with marginalized youth for over ten years. In prior employment, she created and ran numerous educational programs for early learners and youth K-6. These programs were conducted on school campuses or city facilities. During that time, she also managed customer accounts, assisting with enrolling qualifying families in scholarship programs that aid with child services. Previously, she was a volunteer at Mercy House Women's Shelter.

10. Videos and Photos

In regard to photographs and videos as requested, we are pleased to provide you with the following pictures of our students working with their case managers, at holiday parties, and enjoying summer enrichment activities, as well as 2 videos that provide more insight into the work that we do. (Please note that because we are always cognizant of the dignity of the students we serve, their faces are never included in any pictures.)

Videos:

Project Hope Alliance: Generational Disruptors of Homelessness:

<https://www.youtube.com/watch?v=WF7E2mZdxIE>

<https://youtu.be/DA0b5VourLE>

Photos of our Program:



11. Case Studies (real stories of our youth)

While we rely on metrics and data, objectives and outcomes to quantify our impact, we also want to share some stories that communicate the personal impact we have had on our youth and their families:

One female senior has been accepted to five out of five colleges she applied to and will be the first in her family to attend college in the Fall. Her case manager assisted with applications, letters of recommendation, and applying for FAFSA.

A family of three kids and a single mother has been living in different motels for several years. With the support of their case manager, they have now entered into their first apartment and the kids are so excited to have a room of their own to share. This will be the very first time this family is able to have their own space.

We held an event for 10 kids (K-6) at PHA last month where they came together to play games while building social skills with the support of their case managers. All of the kids were so happy and excited to get together to be with their peers and to do something fun while they worked on communication and healthy relationships.

We helped three kids get their first jobs in one week through removing barriers to employment. Case managers provided emotional support, assisted with resume building, did interview practice, drove the kids to interviews, helped them with appropriate clothing, and accompanied them to local businesses to inquire about open positions.

One female junior high student got into an altercation on campus and was expected to be expelled. Her case manager was on site during the time and was able to calm the student and work with her to understand what led to the altercation. The case manager advocated for the student to the administration and provided additional information that resulted in her being given a chance to remain at school. The case manager worked with the school administration, principal, and school psychologist to develop a plan to support the student. Today, the student is working with her case manager daily on emotional regulation and anger management, and has a plan in place to prevent her from additional behavioral issues at school.

In June 2017, we sent two groups of youth to a teen camp at Gallegher's Bay, hosted by the camping organization Campus by the Sea, a 20-minute boat ride from Avalon harbor. The camp was gracious enough to cut their registration fees by half to make the week financially viable for us. During the week, the kids had the opportunity to ride the Catalina Express, live on the island for four days, sleep in cabins, and interact with 250 other kids from the mainland. Students listed off their "first-time" accomplishments such as "riding in a boat, visiting an island, hiking, eating s'mores, playing disc golf and volleyball, snorkeling, seeing fish in the ocean (and the elusive Catalina Island foxes) and disconnecting from phones, internet and technology for a week. Some of the comments at the end of the week were "This was the BEST trip", "Do we have to leave Catalina?", "I am having so much fun – I don't want to go home!" and "Can we come back next year?"

ATTACHMENTS



VENDOR APPLICATION FORM

FOR

RFP NO. 23-15 HOUSING RELATED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: PROJECT HOPE ALLIANCE

Contact Person for Agreement: KATHY KEIFE

Title: ACCOUNTING MANAGER E-Mail Address: KATHY @projecthopealliance.org

Business Telephone: (949) 791-2710 Business Fax: (949) 722-7836

Corporate Mailing Address: 1954 PLACENTIA AVE, SUITE 202

City, State and Zip Code: COSTA MESA, CA 92627

Contact Person for Proposals: JOHN BUMURIAN

Title: FOUNDATION RELATIONS MGR. E-Mail Address: john@projecthopealliance.org

Business Telephone: (714) 337-1118 Business Fax: (949) 722-7836

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 /Email
LYNN HEMANS	CHAIR	sailingmom123@gmail.com
JOE LEWIS	VICE PRESIDENT	joelewis@uci.edu
PETE DEUTSCHMAN	SECRETARY	pete@thebuddygroup.com
RAY WESTON	DIRECTOR	rdwestonjr@gmail.com
ERIC RANS	DIRECTOR	erans@mrlp.com
SEAN BOULTON	DIRECTOR	sean.boulton@gmail.com
APRIL NEGRETE	DIRECTOR	april.negrete@gmail.com
WILLIE BANKS JR	DIRECTOR	wlbanks@uci.edu
JOSH FRIEND	DIRECTOR	josh@msellerate.com
DAWN BOUNDS	DIRECTOR	bounded@hs.uci.edu
JENNIFER FRIEND	CEO	jennifer@projecthopealliance.org
KATHY KIEFE	STAFF/ACCTG.	kathy@projecthopealliance.org
JOHN EUMURIANS	STAFF/GRANTS	john@projecthopealliance.org

Federal Tax Identification Number:



City of Costa Mesa Business License Number: 43665


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

City of Costa Mesa Business License Expiration Date: 5/31/2023

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. 23-15 HOUSING REALTED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS** at any time after **March 27, 2023**.



Signature

Date: 4/5/23

JOHN M. EUMURIAN

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **March 27, 2023** with a City Councilmember concerning informal **RFP No. 23-15 HOUSING RELATED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS**. 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.): **NON-PROFIT CORPORATION**

Active licenses issued by the California State Contractor's License Board: **NONE**

Business Address: **1954 PLACENTIA AVE #202, COSTA MESA, CA 92627**

Website Address: **WWW.PROJECTHOPEALLIANCE.ORG**

Telephone Number: **(949) 722-7863**

Facsimile Number: **(949) 722-7836**

Email Address: **KATHY@PROJECTHOPEALLIANCE.ORG**

Length of time the firm has been in business: **34 YEARS**

Length of time at current location: **10 YEARS**

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

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

Federal Taxpayer ID Number: **[REDACTED]**

Regular Business Hours: **9:00 am - 5:00 pm**

Regular holidays and hours when business is closed: **CLOSED FOR ALL MAJOR HOLIDAYS AND ONE WEEK @ CHRISTMAS**

Contact person in reference to this solicitation:

Telephone Number: **(714) 337-1118**

Facsimile Number: **(949) 722-7836**

Email Address: **John@projecthopealliance.org**

Contact person for accounts payable:

Telephone Number: **(949) 791-2710**

Facsimile Number: **(949) 722-7836**

Email Address: **Kathy@projecthopealliance.org**

Name of Project Manager:

Telephone Number: **(209) 818-9710**

Facsimile Number: **(949) 722-7836**

Email Address: **rcardenas@projecthopealliance.org**

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name: CITY OF SANTA ANA

Contact Name: DAVID FLORES

Contract Amount: \$180,000 (IN PROGRESS)

Email: dflores@santa-ana.org

Address: 20 CIVIC CENTER PLAZA, SANTA ANA, CA 92701

Brief Contract Description: \$90,000 TO SERVE 30 YOUTH AT CARNEGIE SHELTER
\$90,000 TO SERVE 30 SANTA ANA HOMELESS STUDENTS

Company Name: CITY OF HUNTINGTON BEACH

Telephone Number: (714) 536-5473

Contact Name: GREG HOANG

Contract Amount: \$20,854 (IN PROGRESS)

Email: gregory.hoang@surfcity-hb.org

Address: 2000 MAIN ST. HUNTINGTON BEACH, CA 92648

Brief Contract Description: SERVE OCEANVIEW AND WEST MINSTER HIGH SCHOOLS

Company Name: CITY OF SANTA ANA

Telephone Number: (714) 647-6900

Contact Name: MAYOR VALERIE AMEZCUA

Contract Amount: (SAME AS THE FIRST SECTION ABOVE)

Email: vamezcua@santa-ana.org

Address: 20 CIVIC CENTER PLAZA, SANTA ANA, CA 92701

Brief Contract Description: (SAME AS FIRST SECTION ABOVE)

Company Name: NEWPORT-MESA UNIFIED SCHOOL DISTRICT (NMUSD)

Telephone Number: (949) 515-6300

Contact Name: SEAN BOULTON, PRINCIPAL

Contract Amount: \$153,128

Email: SEAN.BOULTON@gmail.com

Address: 600 IRVINE AVE., NEWPORT BEACH, CA 92663

Brief Contract Description: SERVE HOMELESS NMUSD STUDENTS

Company Name:

Telephone Number:

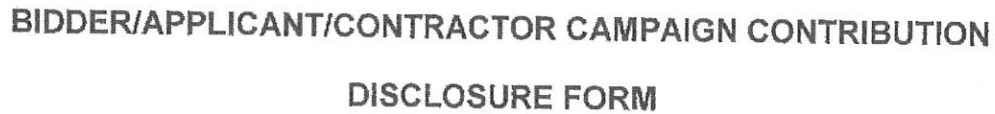
Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:



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

[illegible]

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

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

Bidder/Applicant/Proposer

4/12/23

Date _____



City of Costa Mesa
Development Services
Attn: Stephanie Urueta

April 10, 2023

RE: HOUSING-RELATED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS RFP 23-15

Thank you for the opportunity to submit this proposal for Housing-Related Supportive Services for Qualifying Populations. The goal of the program is to fill supportive service gaps including mental health services, substance abuse services, legal services, wrap-around services, transportation services, landlord-tenant relations (including emergency rental assistance) and credit repair. The supportive services will help ensure eligible Costa Mesa residents remain stably housed.

Our proposed program "Journey to Self-Sufficiency" (JTS) specifically targets the needs of transition-aged, homeless and at-risk youth (ages 18-24) in Costa Mesa. StandUp for Kids-OC will provide 20 homeless youth/families, ages 18-24, full wrap-around support while leading them from crisis to self-sufficiency. Our services include: 1) basic needs (food and hygiene, healthcare, self-care, counseling, transportation); 2) mentoring (life skills, job skills, career counseling, tutoring, employment navigation and work experience); 3) housing support (emergency shelter and rental assistance); and 4) drop-in centers (safe space for meeting, mentoring, counseling, studying, and meals).

We identify homeless Costa Mesa youth during weekly street outreach and through referrals from local law enforcement, schools, crisis hotlines, healthcare agencies and youth organizations. We invite the youth to participate in the SUFK five-step "Journey to Self-Sufficiency" (JTS). Upon agreement, each youth is assigned a mentor, and the youth undergoes a thorough needs assessment and health check where we confirm their current resources, urgent needs and screen for substance use. The mentor builds a trusted relationship with the youth and provides direction, support, encouragement, and accountability, while the youth develops a sense of competence, usefulness, belonging, and empowerment. The mentor guides the youth through the proven JTS process which follows guidelines from the US National Interagency for Homeless Services. Notably, the SUFK-OC JTS program has been adopted by other agencies serving at-risk youth in Orange County. On average, the JTS mentoring process takes 4-6 months for the youth to complete, at which time the youth is typically self-sufficient and stably housed in permanent housing.

PO Box 14398, Irvine CA 92623-4398 * (714)356-KIDS (5437) * www.standupforkids.org

The youth receive tapered rental assistance and monthly mentoring until their 12-month check-in, when the program officially ends. The mentor-mentee relationship often continues well beyond the end of the program and many of our clients remain connected to StandUp for Kids-OC as volunteers or staff, helping other youth end the cycle of homelessness.

Through this grant, 20 new, at-risk Costa Mesa youth (5 per quarter), will enter and complete the JTS program. The expected outcome is for each mentored youth to remain stably housed and self-sufficient at their 12-month check-in (based on our proven track record of 99% success).

The total cost of the Costa Mesa Journey to Self-Sufficiency Youth Mentoring program for 20 youth is \$107,537. SUFK requests \$72,348 to fund the paid program staff, housing assistance and support expenses. The remaining \$35,189, will be covered by SUFK matching funds and covers the cost of internships, mentors, tutors, community outreach, insurance and telecom expense.

SUFK-OC, founded in 2003, is located at 1055 El Camino Dr. Suite E, Costa Mesa, CA 92626. Our mission is to end the cycle of youth homelessness, one youth at a time. We have over 20 years of experience serving homeless and at-risk youth (ages 12-24) across Orange County. In 2022, we served 1,078 unduplicated OC youth. 100% of our mentored school age youth graduated and 99% of our mentored youth, ages 18-24, remained stably housed and self-sufficient at their 12 month check-in.

We currently provide homeless/at-risk youth services in Anaheim, Garden Grove, Huntington Beach, Irvine, Mission Viejo, Santa Ana, and San Juan Capistrano in addition to 5 OC School Districts and Orange County Access (continuation) Schools. We also provide Rapid Rehousing (RRH) services in Irvine, Garden Grove and Anaheim. We have successfully executed over 20 government contracts across Orange County that include street outreach, wrap-around support services, and rapid-rehousing. In all cases, we met the service goals, expended all funds and had no audit findings.

We believe that the StandUp for Kids-OC, "Journey to Self-Sufficiency" youth mentoring program aligns directly with The City of Costa Mesa goals to provide supportive services and housing assistance to vulnerable populations. Each youth served will remain stably housed and become a self-sufficient, productive citizen of Costa Mesa, therefore, ending the cycle of homelessness. We look forward to partnering with the City of Costa Mesa on this important program.

Sincerely,



Justine Palmore
Executive Director, Orange County

CITY OF COSTA MESA
HOUSING-RELATED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS
RFP NO. 23-15
PROPOSAL FROM STANDUP FOR KIDS - ORANGE COUNTY

1. Background and Project Summary

A. Describe your understanding of the City, the work to be done, and the objectives to be accomplished.

The City of Costa Mesa, is a full-service City, located in Orange County, CA. The City's homeless strategy is based on the proposition that it is less expensive and disruptive for a household to remain housed in their existing home than to be rehoused. To this end, the City will focus its resources on agencies that provide various safety-net services to prevent households from becoming homeless. The City will support programs that provide low-cost meals, counseling, and employment/job skills development services for lower-income individuals.

The City seeks to provide Housing-related supportive services for Qualifying Populations within the City. Supportive service gaps identified in the Allocation Plan include mental health services, substance abuse services, legal services, wrap-around services, transportation services, landlord- tenant relations (including emergency rental assistance) and credit repair.

Supportive services are identified as one of four activities eligible for HOME-ARP funding. HOME-ARP funds may be used to provide a broad range of supportive services to qualifying individuals or families. Supportive services include: a) services listed in section 401(29) of the McKinney Vento Homeless Assistance Act ("McKinney-Vento Supportive Services") (42 U.S.C. 11360(29)); b) homelessness prevention services, and c) housing counseling services.

The work to be done by SUFK OC includes:

1. Actively market or assist the City with client outreach and program engagement services.
2. Assist individuals and families in completing intake and verification forms accurately.
3. Develop and maintain appropriate and accurate client and administrative records, and make program records available to the City, HUD, and/or Office of Inspector (OIG) for any monitoring or audits that may be required to ensure program compliance.
4. Select participants that meet the definition of a qualifying population and maintain documentation supporting that this requirement is met.
5. If necessary, provide non-English language interpreter to eligible households.
6. Submit quarterly program status reports to the City of Costa Mesa including information regarding supportive services provided. The report would be due by the fifteenth day of the month after the end of the quarter.
7. Submit other reports and program information as requested by the City.

The City is responsible to HUD for the oversight of the Program and compliance with applicable federal requirements, including the HOME-ARP requirements outlined in Notice CPD-21-10. This will include, but not be limited to, the following:

1. Review program forms and documents.
2. Completing necessary environmental reviews.
3. Provide referrals per HUD guidelines and the City of Costa Mesa program guidelines.
4. Retain the sole authority to determine eligibility for all referrals submitted by the vendor.
5. Provide training and technical assistance to the vendor's staff and notify the vendor of changes in

regulations, policy, rules, or key City of personnel assigned to the HOME-ARP program.

6. Monitor the vendor's performance by reviewing quarterly reports, including a review of documentation of all supportive services provided and other documentation to ensure program compliance.

2. Method of Approach:

A. Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work.

StandUp for Kids OC only serves the youth population (ages 12-24). Youth have vastly different needs than adults experiencing homelessness. Most have experienced traumatic events before they left home and are traumatized again, while on the street. Homeless youth have significant mental health problems. In 2022, 38% had significant mental health problems, including depression, anxiety disorders, PTSD, suicidal ideation, and substance addiction. 17% used drugs (opiates (64%), methamphetamines (11%), pills and marijuana (16%), and alcohol (9%)). 27% have children, 22% were in foster care, and 29% experienced domestic violence. Over half of the girls we served experienced human trafficking, rape, and/or pregnancy.

Each youth that enters the SUFK OC mentoring program, receives immediate emergency health services, shelter, and basic needs. We provide full wrap-around support during the 6 month mentoring program, including: 1) basic needs (e.g. food and hygiene, healthcare, counseling, transportation); 2) mentoring (life skills, job skills, career counseling, tutoring and experiential learning through internships); 3) housing support (emergency shelter, housing navigation and transition, rental assistance); and 4) drop-in center access (safe space for meeting, mentoring, counseling, training, and meals).

When we identify a youth, ages 18-24, in crisis, we invite them to participate in the SUFK five-step "Journey to Self-Sufficiency" (JTS). Upon agreement, we assign a mentor, and the youth undergoes a thorough needs assessment and health check to confirm their current resources and urgent needs and screen for substance use. The case manager oversees the youths' progress and arranges medical, behavioral, education, housing, and financial services with the support of the SUFK housing navigator and employment navigator. Tutors provide each youth with educational support throughout the program, as needed.

The primary outcome of the JTS program is for each youth to remain stably housed and achieve self-sufficiency. The JTS mentoring program takes on average, 6 months and 99% youth mentored in 2022, remained stably housed and self-sufficient at their 12-month check-in. The key to our success is the trusted relationship developed between the youth and the mentor, who provides direction, support, encouragement, and accountability. The mentor's goal is to see each youth develop a sense of competence, usefulness, belonging, and empowerment. To achieve this, the mentor guides the youth through the 5-step JTS process: 1) Basic Needs (housing, food, clothing, transportation, rehab, healthcare, self-care), 2) Employment Readiness (ID, resume, attire), 3) Employment Retention (professionalism, timeliness, job skills), 4) Financial Awareness (budgeting, banking, bills, and taxes), and 5) Personal Skills and home management (decision making, personal boundaries, communication, homemaking, rental agreements, leases, deposits). The JTS 5-step program follows guidelines from the US National Interagency for Homeless Services. Notably, the program has been adopted by agencies across Orange County serving homeless and at-risk youth.

We implement specific measures and controls to ensure the success of each client.

1) We measure key emotional assets using a 37-item Youth Asset Survey, administered upon entry to the program and repeated after 6-months. This nationally-recognized survey assesses internal assets such as self-esteem, values, and goals, plus external supports such as role models and community involvement.

2) We assess program performance and progress on a weekly basis. The case manager is responsible for monitoring the progress of their clients. We use benchmarks to assess readiness for the next step of the program and to measure progress over time. Benchmarks include all the criteria to move through the five steps of JTS. For example, in order to pass through Step 2, Employment Readiness, the youth must meet these benchmarks: 1) receive their Government ID, 2) have an up-to-date and professional resume, and 3) have professional attire for work.

3) The mentor works with the youth to establish and achieve personal milestones, such as completing a sobriety program, getting a GED, repaying debt or reuniting with family.

Both benchmarks and milestones are vital, not only to ensure completion of the program, but to build confidence and to learn accountability.

The proposed Program Schedule, tasks and deliverables to serve 20 Transition Aged Youth (TAY) per year (ages 16-24):

Timeline	Objective	Activities	Deliverables
Dates TBD	Intake 5 at-risk/homeless Youth per quarter:	1. Conduct Weekly Street Outreach 2. Safely House Youth 3. Assign Mentors 4. Complete Intake/Verification Process 5. Evaluate Emotional Attributes	Per Quarter: 1. Screen 5 homeless/at risk 2. Intake 5 homeless/at risk 3. House 5 homeless/at risk
Dates TBD	Youth complete JTS Mentoring Program (Avg. 6 months from intake)	Complete JTS Stages: 1. Basic Needs and Housing 2. Employment Prep / Internship 3. Employment Retention 4. Financial Awareness 5. Personal and Household Mgmt. Re-evaluate Emotional Attributes at 6 months.	Per Quarter (6 months after intake): 1. 5 TAY Complete JTS 2. 5 TAY Identify Permanent Housing 3. 5 TAY Improve in at least one emotional attribute
Dates TBD	Youth Remain Self-Sufficient and Stably Housed (1 year from intake)	1. Maintain Mentoring Relationship 2. Confirm Stable Employment 3. Confirm Stable Permanent Housing	Per Quarter (1 year from intake) 1. 5 TAY remain Self-Sufficient at 12-month check-in 2. 5 TAY remain Stably Housed at 12-month check-in

StandUp for Kids OC provides innovative and creative approaches to meet the needs of OC youth. StandUp for Kids OC is a volunteer driven organization, which ensures our costs remain low. We have over 100 volunteers, fully trained and supervised by SUFK staff, serving as mentors and tutors, delivering supplies and supporting all programming. In addition, our mentoring program provides full wrap-around support to each youth in the Program, including basic needs, mentoring and access to our “Drop-In” center in Costa Mesa. The SUFK OC “Journey to Self-Sufficiency” (JTS) mentoring program is the key to our success, built on the trusted relationship developed between the youth and the mentor.

Furthermore, in 2020 StandUp for Kids OC created the Work Activation Readiness Program (WARP), partnering with local businesses to provide youth work experience (internships) that lead to future gainful employment. In addition, in 2021, SUFK OC developed a partnership program with local landlords to increase the supply of affordable housing for youth that complete the JTS mentoring program.

SUFK OC will meet each of the responsibilities in the Scope of Work, as follows:

1. Actively market or assist the City with client outreach and program engagement services.

SUFK developed deep partnerships during the past 20 years serving youth in Orange County. In each city served, we partner with law enforcement, courts, youth organizations, schools, and public colleges and universities to obtain direct referrals. Within Costa Mesa, we coordinate with the Network for Homeless Solutions (NHS) to obtain referrals. In addition, we are either members or collaborators with many county-wide agencies serving at-risk youth, including OC211, the OC TAY (Transition Aged Youth) Collaborative, Orange County Human Trafficking Task Force, and OC United to End Homelessness (through United Way).

We work closely with the Orange County Continuum of Care (CoC) and its Coordinated Entry System (CES) and refer clients to CES's participating agencies. The CoC and the Coordinated Entry System (CES) involve many organizations serving at-risk youth with the goal of improving the efficiency and quality of our unified efforts across Orange County.

SUFK OC also performs weekly street outreach within the City to locate at-risk youth where typically hang out. During this process we screen individuals and provide basic needs such as food, water, hygiene items and clothing. We invite youth to participate in the SUFK OC mentoring program and provide referrals to help meet each individual's needs.

2. Assist individuals and families in completing intake and verification forms accurately.

When we identify a youth in crisis (ages 18-24), we invite them to participate in the SUFK five-step "Journey to Self-Sufficiency" (JTS). SUFK OC follows a standard, HUD compliant, telephone intake process, whereby full demographic information is recorded on the appropriate HUD-approved form.

The intake process includes verifying eligibility for specific programs (e.g., Costa Mesa ties), and accurate completion of verification forms, per program requirements.

3. Develop and maintain appropriate and accurate client and administrative records, and make program records available to the City, HUD, and/or Office of Inspector (OIG) for any monitoring or audits that may be required to ensure program compliance.

The SUFK OC Case Manager is responsible for the accuracy of the client file and administrative records pertaining to the client and the contract. The client file includes intake and eligibility forms, meeting attendance records, support services provided and progress reports from the JTS Mentoring Program. In addition, SUFK OC adheres to all City, HUD and OIG requirements required by the contract. Per the Statement of Work, SUFK OC will maintain and submit adequate information necessary to monitor program accountability and progress in accordance with the terms and conditions of the HOME-ARP program and the executed Agreement. Quarterly program progress reports will be provided. Invoices will be submitted within 60 days after the end of each month.

Over the past 20 years, SUFK OC has performed over 20 government contracts with zero audit findings.

4. Select participants that meet the definition of a qualifying population and maintain documentation supporting that this requirement is met.

SUFK OC will select participants that meet the definition of qualifying population under the City of Costa

Mesa contract requirements. The SUFK OC intake process includes verifying eligibility for specific contracts (e.g., Costa Mesa HOME), and accurate completion of the verification forms, per contract requirements.

Qualifying Populations for the Costa Mesa HOME contract include:

1. Homeless, as defined in 24 CFR 91.5 Homeless (1), (2), or (3).
2. At risk of Homelessness, as defined in 24 CFR 91.5 At risk of homelessness
3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD. 24 CFR 5.2003
4. Other Populations where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above.
5. If necessary, provide non-English language interpreter to eligible households.

SUFK OC provides both English and Spanish language Case Managers, mentors, and tutors. Should the need arise, SUFK OC will provide a language interpreter to eligible households.

6. Submit quarterly program status reports to the City of Costa Mesa including information regarding supportive services provided. The report would be due by the fifteenth day of the month after the end of the quarter.

SUFK OC will provide quarterly program status reports to the City of Costa Mesa. With this grant, the goal is to engage 5 new youth per quarter (20 total for the year). The "Journey to Self-sufficiency" (JTS) program begins when a youth agrees to enter the program and ends when the youth completes the 5-step JTS program, is self-sufficient, and stably housed (typically 6 months). The journey formally concludes with a follow-up check-in meeting at 12 months to assess their stability. The expected outcome is that each youth that enters JTS will remain stably housed and self-sufficient through their 12-month check-in (based on our proven track record of 99% success).

7. Submit other reports and program information as requested by the City.
SUFK OC will provide the City of Costa Mesa other reports and program information, as requested.

Per the City requirements, City staff will perform the following tasks:

1. Review program forms and documents.
2. Complete necessary environmental reviews.
3. Provide referrals per HUD guidelines and the City of Costa Mesa program guidelines.
4. Retain the sole authority to determine eligibility for all referrals submitted by the vendor.
5. Provide training and technical assistance to the vendor's staff and notify the vendor of changes in regulations, policy, rules, or key City of personnel assigned to the HOME program.
6. Monitor the vendor's performance by reviewing quarterly reports, including a review of documentation of all supportive services provided and other documentation to ensure program compliance.

3. Qualifications & Experience of the Firm

A. 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.

StandUp for Kids Orange County (SUFK-OC), founded in 2003, serves OC youth (ages 12 – 24) who are

runaways, homeless, at-risk, and aging-out of foster care. StandUp for Kids is a National non-profit corporation founded in 1990, with 16 chapters, each with a common mission to end the cycle of youth homelessness, one youth at a time. Local address and contacts for StandUp for Kids OC:

- Executive Director: Justine Palmore
- Housing and Mentoring Program Director: Denise Zermeno
- Physical Location: 1055 El Camino Dr. Ste. E, Costa Mesa, CA 92626
- Mailing address: P.O. Box 14398 Irvine, CA 92623
- Web address: <https://www.standupforkids.org/orangecounty/>
- Telephone: 714-356-5437
- Tax ID: 33-0414855

National address and contacts for StandUp for Kids:

- 200 Nelson Ferry Road, Suite B, Decatur, GA 30030
- Telephone: 1-800-365-4KID (1-800-365-4543)
- Email: staff@standupforkids.org
- National Board of Directors (see appendix C Forms):

In addition, each chapter, including Orange County, maintains a Board of Advisors that directs local programming.

SUFK-OC received a total of 25 federal grants in the past 5 years (listed below). For each grant we met or exceeded our service numbers, expended all funds awarded, and had no audit findings. Services included:

- Street Outreach/Referrals/Screening/Qualification
- Youth Intake/Approval/Client File Management
- Voucher Acquisition/Management
- Housing Navigation/Market Evaluation/Selection/Waitlist
- Housing Evaluation/Inspection/Re-Inspection
- House Setup/Transition
- Housing Support/Maintenance
- Landlord Relations/Contracts/Disputes/Terminations
- Rental Assistance/Recordkeeping (Rent, Utilities, Deposits, Insurance, etc.)
- Client mentoring/training/coaching and support.
- Program and contract management/expense reimbursement/reporting

Year	Agency	Program Name	Grant
2017-18	City of Irvine	Outreach for Homeless	\$10,000.00
2017-18	City of Newport Beach	Street Outreach for Homeless	\$5,000.00
2017-18	City of Fullerton	Outreach for Homeless	\$5,000.00
2018-19	City of Irvine	Outreach for Homeless	\$15,926.00
2018-19	City of Huntington Beach	Street Outreach for Homeless	\$5,000.00
2019-2020	City of Huntington Beach	Street Outreach	\$15,000.00
2019-2020	City of Laguna Niguel	Street Outreach	\$1,000.00
2019-2020	City of Irvine	Street Outreach	\$19,826.00
2019-2020	City of Mission Viejo	Street Outreach	\$4,500.00
2020-2021	City of Huntington Beach	Street Outreach	\$15,000.00
2020-2023	City of Irvine	ESG Rapid Rehousing Contact: See Appendix C	\$257,188.00
2020-2023	City of Garden Grove	Work Activation & Readiness	\$150,000.00
2020-2021	City of Laguna Niguel	Street Outreach	

2020-2021	City of Anaheim	ESG Rapid Rehousing	\$33,000.00
2021-2023	City of Garden Grove	ESG RRH and Street Outreach Contact: See Appendix C	\$102,303.00
2021-2023	City of Anaheim	ESG Rapid Rehousing Contact: See Appendix C	\$68,796.00
2021-2022	City of Mission Viejo CSF	Street Outreach Consumables	\$5,000.00
2021-2022	City of Laguna Niguel	Street Outreach	\$1,000.00
2021-2023	City of Irvine	Street Outreach & Apt Support	\$59,932.00
2021-2022	City of Irvine	Street Outreach	\$12,177.00
2022-2023	City of Mission Viejo	Street Outreach	\$2,500.00
2022-2023	City of Mission Viejo CSF	Street Outreach Consumables	\$5,000.00
2022-2023	City of Huntington Beach	Street Outreach	\$14,652.00
2022-2023	City of Laguna Niguel	Street Outreach	\$3,500.00
2022-2024	City of Santa Ana	Homeless Services – Century High	\$54,000.00
2023-2025	City of Irvine	Irvine Recovery Plan -JTS Mentoring	\$113,261.00

Below is a list of the SUFK-OC unique qualifications to perform the Scope of Work:

1. SUFK OC specializes in serving homeless and at-risk youth (ages 12-24). We only serve this population, as their needs are unique, compared to homeless/at-risk adults.
2. We achieve results. In 2022, 100% of our mentored school-aged youth (ages 12-17) graduated (102 enrolled youth) and 99% of our mentored transition-aged youth (ages 18-24) remained stably housed and self-sufficient at their 12-month check-in (268 enrolled youth).
3. SUFK OC, founded in 2003, has 20 years of experience providing housing solutions for homeless and at-risk OC youth ages (12-24).
4. The SUFK OC staff has a combined 40 years of experience serving homeless and at-risk youth in Orange County. Our team of case managers and mentors receive continuous training in order to provide the most comprehensive care possible and ensure the use of best practices. Training includes trauma-informed care, education on client history of adverse childhood experiences, implicit bias identification, mental/behavioral health and coping strategies. Additionally, we have mentors from all backgrounds, cultures and experiences, therefore, we are able to make a positive mentor match with each youth.
5. Over the past 20 years, we developed deep partnerships with many OC organizations serving homeless and at-risk youth, including law enforcement, courts, foster care, healthcare, education, OC 211, youth organizations and the Costa Mesa Network for Homeless Solutions (NHS). As a member of the OC Continuum of Care (CoC), we work collaboratively with OC organizations serving homeless youth including the OC CoC, OC TAY Collaborative, OC Human Trafficking Task Force, OC United to End Homelessness, CityNet and more.
6. SUFK OC has successfully completed over 20 contracts with OC government entities. In each of these contracts, we met each service goal, expended all funds and had no audit findings.
7. Our proven mentoring programs follow guidelines from the US Interagency Council on Homelessness and notably our programs have been adopted by organizations across Orange County serving at-risk youth.
8. We have highly satisfied customers that demonstrate their satisfaction through excellent references and repeat contracts.

5. Financial Capacity

StandUp for Kids Orange County has grown significantly each year as a result of our clients' success and our dedicated service to the community. The SUFK-OC budget doubled over the past 2 years to \$1.194M in 2023. Estimated funding sources in 2023 include:

- 1) City/County: 30%
- 2) Fundraising: 25%
- 3) Corporate and Foundation Grants: 15%

- 4) Private Donations: 15%
- 5) In-Kind Donations: 15%

We will provide more information regarding our financial resources, upon request.

6. Key Personnel

Staff members at SUFK-OC have accumulated over 40 years' experience providing services to at-risk and homeless youth. The following persons will be principally responsible for working on the program:

- 1) Justine Palmore, Executive Director (joined SUFK in 2006), B.S. Human Services. She is responsible for oversight of StandUp for Kids Orange County operations, finance, human resources and reporting.
- 2) Carlia Oldfather, Director of Program and Business Operations (2016), B.S. in Human Services. She is responsible for client case management, case management oversight, volunteer management, database management and HMIS functions.
- 3) Denise Zermeno, Director of Housing and Mentoring Programs (2018), B.S. in Child and Adolescent Development. She is responsible for implementation and outcomes for all City and County grants. She oversees and trains the program mentors and is responsible for supervising both the housing and mentoring program staff.
- 4) Xiomara Cabrera, Mentoring Program Manager (2019), B.S. in Child Adolescent Studies. She is responsible for all preventive programming. She oversees both staff and volunteers, assigns the mentors and monitors client progress.
- 5) Veronica Hernandez, Case Manager (2021), B.A. in Sociology. The Case Manager monitors client progress and coordinates client services including mentors, tutors, food and hygiene supplies and community supports.
- 6) Samantha Beer—Housing Coordinator (2020), B.A. in Psychology. The coordinator assists case managers by guiding them on where to locate, secure, and retain affordable permanent housing for their clients.
- 7) Elle Martinez- Employment Navigator (2020), B.A. in Psychology. The navigator assists case managers and clients to locate, secure, and retain work experience, paid internships, and permanent employment. She helps clients prepare for stable employment through training and workshops.

In addition, StandUp for Kids Orange County has over 100 trained volunteers who are highly skilled, trained and supervised to support all programming. See the resumes of key personnel below:

Justine Palmore (16 years w/SUFK OC)
Executive Director
B. S. Human Services

- Oversees all programs, services, and operations.
- Responsible for all HUD contracts including contract negotiation, monitoring, billing and compliance.
- Justine is responsible for raising the organization budget of 1.3m annually.
- Evaluates trends in needs & gaps & develops programs to meet those needs.
- Sets annual goals and objectives and manages to accomplish them.
- Develops and maintains collaborative relationships with community partners including the local Continuum of Care, housing facilities, donors, funders, agencies and programs, to successfully deliver services to youth and their families.
- Develops and maintains relationships with elected government officials to advocate for needs and service opportunities.

- Ensures internal audits are completed including audits of client files, internal databases, external databases (compliance with Homeless Information Management System), safety protocols, grant reports, and fiscal controls, etc.
- Responsible for fiscal management and budget tracking.
- Responsible for Human Resources and Payroll departments and oversees employee recruitment, training, retention, performance evaluations, and time tracking.
- Oversees fundraising, communications, and community outreach in collaboration with Development & Communications department.
- Facilitates regular management and staff meetings; communicating site program, goals and objectives.
- Applies over 40 years of experience in finance and entrepreneurship.

Denise Zermeno
Director of Housing and Housing Programs (5 years w/ SUFK OC)
B.S. Child & Adolescent Studies

- Provides oversight for Housing Programs and housing components of other programs within StandUp for Kids Orange County including ensuring successful implementation, evaluation and coordination of services.
- Ensures that programs successfully integrate client supportive services and housing components to stabilize and improve participant outcomes.
- Ensures that programs are in compliance with funding regulations, program goals, and stakeholder expectations.
- Provides high level program development, goal setting, and engagement with external stakeholders specific to each program.
- Collaborates regularly with agency management. Participates in regular Senior Management meetings with the Executive Director, and Director of Business & Program Operations to manage finances, human resources, and program operations.
- Provides coaching and direct supervision to all supervised staff. Provide regular and appropriate feedback including training, opportunities for professional growth, verbal and written improvement plans when needed, and regular evaluations.
- Works collaboratively with SUFK OC managers and directors to ensure that a culture of outcome driven performance is maintained, focused on data driven results.
- Assists in the creation of the SUFK annual report that describes all service outcomes for internal and external stakeholders.
- Maintains effective public relations. Develops relationships with the community. Serves as a spokesperson for SUFK when called upon.

Carlia Oldfather (7 years w/ SUFK OC)
Director of Program and Business Operations
B. S. Human Services

- Experienced in all SUFK OC departments (with exception of Marketing & Fundraising).
- Responsible for contract negotiations, and managing all programs to successful conclusion
- Maintains all SUFK OC business systems, including database and reporting systems.
- Performs HMIS Administration for SUFK OC.
- Performs HR representative duties for SUFK OC.

- Manages business operations, ensuring SUFK OC team members have the tools and training to do their jobs effectively and efficiently.
- Applies past management experience as army intelligence officer and casino floor manager.

Xiomara Cabrera (4 years w/ SUFK OC)
Mentoring Program Manager
B. S. Adolescent Studies

- Responsible for the overall management of all current programming and new programming.
- Responsible for oversight of Anaheim Center site coordinator and all In School mentoring sites, volunteers, interns, tutors and mentors, as assigned by the Director of Mentoring & Housing Programs.
- Implements program policy and procedures.
- Conducts training of program coordinators, interns, tutors, volunteers, and youth participants.
- Communicates with contractor personnel and community members to achieve program goals.
- Gather information to evaluate and adjust programming, as needed.
- Supervise volunteers, tutors and assist/oversee all programming assigned.
- Represent program in related committees, groups and community functions.
- Oversee communication, records, and documentation of all programming assigned.
- Oversee program budgets, petty cash, and financial controls.

Veronica Hernandez
Case Manager (2 years w/SU FK OC)
B.A. Sociology

- Conducts outreach as necessary to find clients where they are, to provide services they need, with the mutual goal of becoming self-sufficient and stably housed.
- Provides holistic case management by conducting comprehensive screenings and assessments with individuals (or families) to collect functional, environmental, psychosocial, financial, employment, housing, educational, and health information.
- Assesses the barriers that clients are facing and develops a case management plan.
- Manages volunteer support team providing client support.
- Coordinates the case management plan with clients to meet their short and long term goals.
- Provides service linkages and supports systems to ensure client needs are met, such as health care, hygiene items, and referrals to other agencies for permanent supportive housing.
- Performs crisis intervention, as needed, and counsels client by confronting issues adversely affecting their lives, such as mental illness, addiction, and abuse.
- Completes Client Outcome Matrix and uses Database and HMIS to track and maintain accurate case notes and client and program data files.
- Collaborates with the Case Management Team by attending weekly meetings to discuss the effectiveness of programs and client progress, and create new strategies to meet client's level of need and improve plans.
- Establishes and maintains confidential case files for clients and prepare required statistical reports for program management and evaluation.

Samantha Beer
Housing Coordinator (3 years w/ SUFK OC)
B.A. Psychology

- Coordinates client housing needs for SUFK OC including Rapid Rehousing, Emergency Housing, Temporary Housing, and Permanent housing, including voucher management.
- Establishes partnerships with property owners and managers, building strong working relationships. Aims to increase access to housing for clients. Collaborates effectively with coworkers and partner organizations to support a positive housing experience.
- Coordinates client home inspections and repair requests, as needed.
- Establishes procurement relationships and inventory management protocols in accordance with HUD directives.
- Identifies and secures safe, sanitary, and affordable housing for newly arriving clients in compliance with established program requirements.
- Coordinates logistics of housing set-ups including acquiring furniture and supplies and arranging delivery, arranging utility hook-ups, facilitating lease signing and renewal, arranging payments, and conducting home safety inspections.
- Coordinates logistical activities related to case management services including transportation and interpretation support provided by interpreters and other team members.
- Coordinates the delivery of orientation training for clients.
- Provides accurate recordkeeping to meet all program requirements.
- Maintains client files and reviews in accordance with HUD and program requirements.
- Coordinates HMIS reporting and maintenance.
- Prepares all QPRs, CAPER reports for programs.
- Manages a team of staff, volunteers, and interns in accordance with SUFK Standards.



VENDOR APPLICATION

FORM FOR

RFP NO. 23-15 HOUSING RELATED SUPPORTIVE SERVICES FOR QUALIFYING
POPULATIONS

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: StandUp for Kids_____ Contact

Person for Agreement: Justine Palmore_____

Title: Executive Director_____ E-Mail Address: JustineS@Standupforkids.org

Business Telephone: 714-356-5437_____ Business Fax: _____

Corporate Mailing Address: P.O. Box 14398_____

City, State and Zip Code: Irvine, CA 92623_____

Contact Person for Proposals: Justine Palmore@StandUpforKids.org_____

Title: Executive Director E-Mail Address: JustineS@StandupforKids.org

Business Telephone: 714-356-5437 Business Fax: _____

Is your business: (check one)

☒ NON PROFIT CORPORATION

☐ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION

☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL

☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP

☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Contact
Catherine Ballowe	Board Vice Chair/ Treasurer	catherineb@standupforkids.org
Sidney Djité	Finance Chair	sidneyd@standupforkids.org
Kelly Fields	Board Secretary	lamas@lafayettesquare.com
Fernando Lamas	Member	lamas@lafayettesquare.com
Tim McCormick	Member	tmccormick@corovan.com
Maggie McWhorter	Member	mmcworter@standupforkids.org
Bonnie O'Hara	Marketing Chair	bonnieo@standupforkids.org
Kim Sisson	Member	kims@@standupforkids.org
Kedric Sledge, ED. S	Member	sledgek@fultonschools.org
Mark Stevens	Member	marks@standupforkids.org
Maria Verastegui	Board Chair	mariav@standupforkids.org

Federal Tax Identification Number: [REDACTED]

City of Costa Mesa Business License Number:
58166

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

City of Costa Mesa Business License Expiration
Date:

1/31/2024

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. 23-15 HOUSING REALTED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS** at any time after **March 27, 2023**.



Date: 4/10/2023_____

Signature

Justine Palmore

Print

OR

I certify that Proposer and Proposer's representatives have communicated after March 27, 2023 with a City Councilmember concerning informal **RFP No. 23-15 HOUSING REALTED SUPPORTIVE SERVICES FOR QUALIFYING POPULATIONS**. A copy of all such communications is attached to this form for public distribution.

Date:

Signature

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes ____ No X__

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

NONE

COMPANY PROFILE & REFERENCES

Company Legal Name: StandUp for Kids

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

Active licenses issued by the California State Contractor's License Board: None

Business Address: P.O. Box 14398 Irvine, CA 92623
1055 El Camino Dr. Ste. E, Costa Mesa, CA 92626

Website Address: <https://www.standupforkids.org/orangecounty>

Telephone Number: 714-356-5437

Email Address: orangecounty@standupforkids.org

Length of time the firm has been in business: 33 years

Length of time at current location: 20 years

Facsimile Number:

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

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

Federal Taxpayer ID Number: XXXXXXXXXX

Regular Business Hours: M-F 9AM - 5PM

Regular holidays and hours when business is closed: Federal Holidays

Contact person in reference to this solicitation:
Justine Palmore

Contact person for accounts payable:
Justine Palmore

Telephone Number: 714-356-5437

Email Address: justines@standupforkids.org

Name of Project Manager: Denise Zermeno

Telephone Number: 714-356-5437

Email Address: denisez@standupforkids.org

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name: City of Garden Grove, Community and Economic Development Department

Telephone Number: (714) 741-5144

Contact Name: Timothy Throne, MPA (Sr. Program Specialist)

Contract Amount: \$102,303.00

Email: timothyt@ggcity.org

Address: 11222 Acacia Pkwy, Garden Grove, CA 92840

Brief Contract Description: ESG Rapid Rehousing and Street Outreach

Company Name: City of Anaheim Housing and Community Development

Telephone Number: (714) 765-4318

Contact Name: Michelle Gallardo (Project Manager); Eric Chavira (Management Assistant)

Contract Amount: \$68,796.00 (2021-2023) \$33,000 (2020-2021)

Email: mgallardo@anaheim.net echavira@anaheim.net

Address: 201 S. Anaheim Blvd. Suite 1003 Anaheim, CA 92805

Brief Contract Description: ESG Rapid Rehousing

Company Name: City of Irvine Community Development Department

Telephone Number: 909-476-9696 x 115

Contact Name: Clint Whited

Contract Amount: \$59,932.00

Email: cwhited@cityofirvine.org

Address: 1 Civic Center Plaza P.O. Box 19575 Irvine, California 92623

Brief Contract Description: Street Outreach and Apartment Support

Company Name: City of Mission Viejo Community Service Department

Telephone Number: 949-470-8412- direct 949-470-3061- office

Contact Name: Leslie McDonald, MPA

Contract Amount: \$2,500.00

Email: lmcdonald@cityofmissionviejo.org

Address: 200 Civic Center Mission Viejo, CA 92691

Brief Contract Description: Street Outreach

Company Name: City of Huntington Beach Community Development Department

Telephone Number: (714) 374-5316

Contact Name: Charles G. Kovac, Housing Manager

Contract Amount: \$14,652.00

Email: charles.kovac@surfcity-hb.org

Address: 2000 Main Street Huntington Beach, CA 92648

Brief Contract Description: Street Outreach

Date

**CITY OF COSTA MESA
SUBRECIPIENT AGREEMENT
WITH COMMUNITY LEGAL AID SOCAL
FOR HOUSING RELATED SPECIAL SERVICES
FOR QUALIFYING POPULATIONS – LEGAL SERVICES**

THIS SUBRECIPIENT AGREEMENT (the “Agreement”) is made and entered into as of July 1st, 2023 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation of the State of California whose business address is 77 Fair Drive, Costa Mesa, California 92626 (the “City”) and COMMUNITY LEGAL AID SOCAL, a California nonprofit corporations, having its principal office at 2101 N. Tustin Avenue, Tustin, California 92705 (the “Subrecipient”).

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (“ARPA”); and

WHEREAS, to address the need for homelessness assistance and supportive services, \$5 billion in federal ARPA funds were appropriated and administered through the federal HOME Investment Partnerships Program (“HOME”); and

WHEREAS, on September 13, 2021, HUD published Notice CPD-21-10 entitled, “Requirements for the Use of Funds in the HOME-American Rescue Plan Program which establishes the requirements for the use of HOME-ARP funds (the “Notice CPD-21-10”) ; and

WHEREAS, on April 8, 2021, the US Department of Housing and Urban Development (“HUD”) allocated funds to grantees using the HOME formula established in 24 CFR 92.5 and 92.60; and

WHEREAS, City was allocated \$1,816.742.00 (“HOME-ARP Funds”) for housing related supported services for qualifying populations; and

WHEREAS, the City seeks to address the needs and gaps identified in the City’s HOME-ARP Allocation Plan approved by HUD on January 23, 2023; and

WHEREAS, supportive services are identified as one of four activities eligible for HOME-ARP funding including: (1) services identified in section 401(29) of the McKinney Vento Homeless Assistance Act (42 USC 11360(29), (2) homelessness prevention services, and (3) housing counseling services.

WHEREAS, the Costa Mesa City Council has authorized the award of HOME-ARP funds to Subrecipient for the purpose of providing no-cost full-scope legal services in housing cases where there is no local government support for eviction defense (“Program”).

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, the City and Subrecipient agree, for themselves and for their respective successors and assigns as follows:

SECTION 1: GENERAL PROGRAM DESCRIPTION; ROLES & RESPONSIBILITIES

1.1 Program Description.

As further described herein and in the City's Scope of Work, attached hereto as Exhibit "A," and Subrecipient's Proposal, attached hereto as Exhibit "B," both of which are incorporated herein, the goal of the Program is to provide housing related supportive services to qualifying populations who are current residents of Costa Mesa, or who have strong community ties to Costa Mesa to attain safe, stable, and sanitary housing in order to prevent homelessness or housing insecurity.

1.2 City Role & Responsibilities

The City is responsible to HUD for the oversight of the Program and compliance with applicable federal requirements, including the HOME requirements outlined in 24 CFR Part 92. This will include, but not be limited to, the following:

1.2.1 Program Design. Furnishing the Subrecipient with the Scope of Work and any other Program requirements, including any future changes to HOME regulations or HOME Program guidance issued by HUD;

1.2.2 Environmental Review. Completing necessary environmental reviews and/or determinations pursuant to 24 CFR 92.352 and 24 CFR 58;

1.2.3 IDIS Setup, Drawdown, and Completion. Entering project setup, drawdown, and completion information along with associated reporting in HUD's Integrated Disbursement and Information System ("IDIS"); and

1.2.4 Subrecipient Monitoring. Completing remote and on-site monitoring reviews of the Subrecipient's operation of the program.

1.3 Subrecipient Role and Responsibilities

Subrecipient is responsible for the implementation of the Program, including interaction with applicants to the Program and program recipients. In all cases, Subrecipient will implement the Program in compliance with the City's requirements and all applicable federal requirements including Notice CPD-21-10. In no case will the Subrecipient be considered the "responsible entity" for environmental reviews required under 24 CFR 58. In this role Subrecipient will:

1.3.1 Marketing. Market and advertise the Program pursuant to the HUD's Affirmative Fair Housing Marketing Plan and in accordance with the requirements in 24

CFR 92.351, including the requirements to: (i) identify those portions of the population of the City that are least likely to apply, (ii) establish specific marketing actions (e.g. advertising in specialty publications, native languages, etc.) intended to reach such populations, and (iii) maintain records of the results of such activities;

1.3.2 Application Intake. Develop needed application materials and establish and implement an application process in accordance with the City's requirements;

1.3.3 Screening. Review individual applications, including income determinations, in accordance with the City's requirements and the HOME requirements in 24 CFR Part 92 to establish applicant's eligibility for the Program and notify applicants of their status.

1.3.4 Program Orientation. Provide individual orientations to recipients and participants explaining the Program requirements

1.3.5 Inspections. Where applicable, inspect units to ensure that such units meet the Program's property standards, including but not limited to conducting visual assessments of potential lead-based paint hazards in any properties constructed prior to 1978 in accordance with 24 CFR Part 35;

1.3.6 Program Policies. Apply the City's requirements identified in the Scope of Work, including any updates thereto provided by the City pursuant to the notice provisions in Section 5.2 of this Agreement, ensuring that individual awards meet all HOME and Program requirements; and

1.3.7 Management of Program Recipient and Property Participants. Address questions, concerns, or disputes between program recipients and property participants (landlords), provide clarifications of the City's requirements, federal requirements, and HOME requirements, and otherwise work with program recipients and other participants to ensure effective and compliant delivery of assistance.

SECTION 2: USE AND DISBURSEMENT OF HOME FUNDS

2.1 HOME-ARP Award

As part of this Agreement, the City is providing up to \$250,000.00 in HOME-ARP funding for program and administrative expenses as identified in the Scope of Work. HOME-ARP funding shall be used for the program more specifically described in section 1.1, in accordance with federal requirements, this Agreement, and the City's requirements, to the extent applicable.

2.2 Term

The term of this Agreement shall begin upon the Effective Date and continue for a period of one (1) year ending on June 30, 2024. The term may be extended for up to four (4) years upon mutual written agreement of the parties, subject to the availability and/or allocation of HOME-ARP funds for the Program. Upon expiration of this Agreement, the Subrecipient shall have thirty (30) days to make the final requests for reimbursement. The recordkeeping and reporting requirements of Sections 3.6 and 3.8 respectively, remain in effect in accordance with the terms of those sections.

2.3 Anticipated Productions

The City and Subrecipient anticipate at least 100 eligible unique individuals or families will receive assistance under this Agreement.

2.4 Project Completion Deadlines

The Subrecipient must provide the City with all necessary project information (i.e. specific recipient information) for entry into IDIS within sixty (60) days of the last payment made pursuant to this Agreement.

2.5 Program Income

City and Subrecipient acknowledge and agree that the design of Program does not anticipate the receipt of "**Program Income**," as defined in 24 CFR 92.2, by the Subrecipient. Notwithstanding, in the event that any Program Income is received by the Subrecipient, Subrecipient will promptly remit same to the City.

2.6 Disbursement of Funds

Subrecipient must remit disbursement requests (or, in the case where no reimbursement is due, a report explaining inactivity) at least quarterly and may request payments no more than once per month. In all cases, Subrecipient is prohibited from requesting HOME-ARP funds from the City until such funds are needed to pay HOME-ARP-eligible costs. Requests for disbursements are limited to the amount needed at the time of such request.

2.6.1 Reimbursement Basis. The City will provide HOME-ARP funds to the Subrecipient for Program costs on a quarterly basis subject to, and upon receipt and approval of, (i) an original invoice and (ii) true copies of other receipts, agreements, or other documentation supporting and evidencing how the HOME-ARP funds have been expended during the applicable quarter. Funds will be provided on a reimbursement basis only.

2.6.2 Project Costs. To request payment of allowable costs (i.e., rental or utility assistance), Subrecipient shall submit copies of records demonstrating payment by the subrecipient (e.g. copies of checks).

All requests for project specific soft costs must be supported by (i) time-sheet documentation for any costs associated with Subrecipient staff, (ii) invoices for any third-party costs, and/or (iii) other source documentation (e.g. receipts and mileage logs for travel expenses, etc.)

2.6.3 Administrative Costs. Administrative costs of the Program are eligible only under general management oversight and coordination at 24 CFR 92.207(a), except that the costs of inspecting the housing and determining the income eligibility of the family are eligible as costs of the Program. Requests for payment of eligible administrative costs must be supported by time-sheet documentation for any costs associated with Subrecipient staff, invoices for any third-party costs, and/or similar documentation. Any travel expenses charged (e.g. mileage, per diems, etc.) must be consistent with the travel requirements listed in 2 CFR 200.474.

2.6.4 Final Payment. Subrecipient shall submit a final payment request no later than thirty (30) days following the end of the Term of this Agreement, consistent with Section 2.2 of this Agreement.

SECTION 3: ADMINISTRATIVE AND PROGRAM REQUIREMENTS

3.1 Applicability of Uniform Administrative Requirements

In performing under this Agreement, the requirements of 2 CFR Part 200 apply to the Subrecipient, except for the following provisions: § 200.306, § 200.307, § 200.311 (except as provided in 24 CFR 92.257), § 200.312, § 200.329, § 200.333, and § 200.334. The provisions of 2 CFR 200.305 apply as modified by 24 CFR 92.502(c). If there is a conflict between definitions in 2 CFR 200 and 24 CFR Part 92, the definitions in 24 CFR Part 92 govern. While not intended to be an exhaustive list, Subrecipient acknowledges that the requirements of 2 CFR 200 include, inter alia, compliance with:

3.1.1 Procurement. Standards and procedures consistent with 2 CFR 200.318 through 200.326 related to the procurement of property or services with HOME-ARP funds.

3.1.2 Audit. The requirement under 2 CFR 200.501 that the Subrecipient must obtain a single-or program-specific audit if, during any given Subrecipient fiscal year, Subrecipient expends more than \$750,000 in federal funds; and

3.1.3 Cost Principles. The cost principles included in 2 CFR 200 Subpart F, including that any costs charged to HOME-ARP be supported by adequate documentation, allocable to the program, necessary, and reasonable.

3.2 Administrative Funding

Subject to any funding limit provided in Section 2.1, Subrecipient may use HOME-ARP funds for administrative expenses associated with operating the Program. Eligible

administrative costs include costs associated with activities described in the general management oversight and coordination requirements at 24 CFR 92.207(a) to the extent that such activities are allowable under this Agreement. These include, but may not be limited to, costs associated with coordinating and overseeing the Program; advertising and promoting the Program, including affirmatively marketing the Program pursuant to the requirements of 24 CFR 92.351; maintaining appropriate Program records, including financial records, and submitting progress, financial, and other reporting to the City, taking applications, conducting intake interviews, and otherwise processing applications that do not proceed; and conducting required unit inspections.

3.2.1 Treatment of Income Determination and Inspection Costs. Pursuant to 24 CFR 92.209(a), the Subrecipient may also use HOME-ARP project funding for its project-specific soft costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants.

Alternatively, the costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants, in whole or to the extent they exceed the limit established herein, may be charged as an administrative cost, provided that in no case may a single item of cost be charged both as an administrative expense and as a project-related soft cost as provided for herein.

3.3. Reversion of Assets

Upon receipt of the final payment by the City under this Agreement and after payment by the Subrecipient of any final eligible costs under this Agreement, the Subrecipient must transfer to the City any remaining HOME-ARP funds on hand and any accounts receivable attributable to the use of HOME-ARP funds to the City.

3.4 Compliance with Other Federal Requirements.

Subrecipient must comply with all applicable federal requirements, including those listed in 24 CFR Part 92, Subpart H and 24 CFR Part 5, Subpart A, and the nondiscrimination requirements of section 282 of the Act, as amended. This includes, but is not limited to, compliance with:

3.4.1 Equal Opportunity and Fair Housing. In accordance with 24 CFR 92.351, no person shall on the ground of race, color, religion, sex, disability, familial status, national origin, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program activity funded in whole or in part from HOME funds. In addition, Subrecipient shall develop and operate the Program in accordance with the requirement contained in 24 CFR 5.105, including but not limited to the following requirements:

(a) The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958 B1963 Comp., P. 652 and 3 CFR 1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of 1964 (42 U.S. C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;

(b) The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S. C. 6101-07) and implementing Regulations at 24 CFR Part 146;

(c) The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S. C. 794) and implementing regulations at 24 CFR Part 8;

(d) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S. C. 1701u) and implementing regulations at 24 CFR Part 135;

(e) The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60;

(f) The requirements of 24 CFR 92.351, 2 CFR 200. 321, Executive Orders 11625, as amended, and 12432 (concerning Minority Business Enterprise), and 12138, as amended (concerning Women's Business Enterprise); and

(g) The requirements of 24 CFR 5.105(a)(2) requiring that HUD- assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibiting subrecipients, owners, developers, or their agents from inquiring about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity.

3.4.2 Lobbying Disclosure Requirements. In accordance with the requirements of 24 CFR Part 87, the Subrecipient certifies, to the best of its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such lower-tier parties shall certify and disclose accordingly; and

(d) Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3.4.3 Drug-Free Workplace. The drug-free workplace requirements of 2 CFR Part 2429 and City's Council Policy No. 100-5 attached hereto as Exhibit "C" and incorporated herein;

3.4.4 Debarred or Suspended Entities. By signing this Agreement, Subrecipient certifies that it is not presently listed by a federal agency as debarred, suspended, or proposed for debarment from any federal contract activity. If during the term of this Agreement this information changes, Subrecipient shall notify City without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed department. Further, in carrying out its responsibilities hereunder, Subrecipient will not employ, contract with, or otherwise make use of subcontractors, service providers, Subrecipients, or any other party that is debarred, suspended, or proposed for debarment from any federal contract activity.

3.4.4 Environmental Review. While the City is responsible for environmental reviews and determinations under this Agreement, Subrecipient will cooperate and assist in documenting the environmental reviews and determinations under this Agreement, Subrecipient will cooperate and assist in documenting the environmental status of each assisted unit, including but not limited to the initial preparation of an *Environmental Review for Activity/Project that is Exempt of Categorically Excluded Not Subject to Section 58.5* checklist. In no case will Subrecipient execute an agreement with respect to a specific unit to be assisted without notification from the City that the project is either exempt from environmental review or that needed reviews have been completed.

3.4.5 Lead Based Paint. Subrecipient will ensure that all assisted units in properties which were originally constructed prior to 1978 pass a visual assessment pursuant to the requirements of 24 CFR 35.

3.4.6 Conflict of Interest. Pursuant to 24 CFR 92.356, no employee, agent, Subrecipient, officer, or elected official or appointed official of the City or the Subrecipient, Individually know as a “**Covered Person**,” that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to HOME-ARP assisted activities, is eligible to receive HOME-ARP assistance under the Program or to have a financial interest or financial interest or financial benefit in any contract, subcontract, or other agreement with respect to the HOME-ARP funded activities contemplated in this Agreement, or the proceeds from such activities. This provision shall apply to both Covered Persons and those with whom they have business or immediate, family ties, during their tenure with the City or Subrecipient or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), a child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person. In the event a Covered Person, or a person with whom the Covered Person has business or family ties, is otherwise eligible and applies to the Program, Subrecipient will immediately notify the City. City, in its sole discretion, may pursue an exception from HUD under the provisions of 24 CFR 92.356(d) to allow participation notwithstanding the conflict of interest. Only HUD may grant such an exception; neither the City nor the Subrecipient may grant such an exception on its own. Moreover, the City and Subrecipient shall comply with the conflict-of-interest requirements in 2 CFR 200.317 and 2 CFR 200.318 in the procurement of property and services.

3.4.7 Subrecipient Activities. Subrecipient will comply with the reasonable rate of compensation requirements in accordance with 24 CFR 92.358.

3.4.8 Faith-Based Organizations. Faith-based organizations are eligible to participate in the HOME-ARP program on the same basis as any other organization but must comply with the requirements of 24 CFR 5.109.

3.5. VAWA Regulations

The City and Subrecipient both acknowledge and agree that each are subject to the requirements of 24 CFR 92.359 and 24 CFR 5, Subpart L, which implements provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA). Subrecipient also agrees to follow and implement the applicable VAWA requirements required by 24 CFR 92.359(g), for all applicants to the Program, and all TBRA recipients for the period that tenant based rental assistance is provided. Moreover, the Subrecipient agrees that all leases that are approved by the Subrecipient shall contain a VAWA lease term/addendum, as described in 24 CFR 92.359(e).

3.6 Recordkeeping

Subrecipient shall maintain detailed records of all its activities under this Agreement, including records on all persons served pursuant to this Agreement, and all required Program records applicable to TBRA assistance that are described in 24 CFR 92.508.

Representatives of the City, HUD (including HUD's Office of Inspector General), the Comptroller General of the United States (aka the U.S. Government Accountability Office or "**GAO**"), or their designees may examine any records or information accumulated pursuant to this Agreement. All confidential information shall be treated as such by all aforementioned City, HUD, or GAO representatives or designees. Subrecipient will maintain administrative and financial records as required by 24 CFR 92.508, applicable to the activities to be carried out under this Agreement, including but not necessarily limited to:

3.6.1 General Administrative and Financial Records.

(a) Information about contractors, vendors, and other service providers to include, but not necessarily be limited to, verification of non-department and suspension, verification of qualifications and experience, legally binding contracts and agreements, invoices and payment records, and related correspondence (see 24 CFR Part 23 and 2 CFR Part 2424);

(b) Financial information including, but not necessarily limited to, audits and related correspondence, accounting and financial records, indirect cost analyses, and internal controls and reconciliations;

(c) Financial records identifying the source and use of funds for each person assisted under the Program pursuant to this Agreement, as well as underlying documentation (e.g. timesheet records, invoices/receipts, proof of payment, etc.) for all costs charged to HOME-ARP;

(d) Records demonstrating compliance with the Uniform Administrative Requirements of 2 CFR 200, as applicable.

3.6.2 HOME-ARP Recipients Records. HOME-ARP recipient records in accordance with 24 CFR 92.508(a)(3) that demonstrate that each HOME-ARP assisted tenant met the requirements of the HOME-ARP program, including but not limited to:

(a) Full descriptions of each tenant or family assisted with Program funds, including the location (address of each unit) and the form of TBRA assistance;

(b) The source and application of funds for each HOME-ARP recipient, including supporting documentation in accordance with 2 CFR 200.302; and records to document the eligibility and permissibility of the HOME-ARP recipient's costs;

(c) Records, consistent with the Program Guidelines, demonstrating that each HOME-ARP recipient meets the Program's standards;

(d) Records demonstrating that each assisted recipient or family is income eligible in accordance with 24 CFR 92.203, as modified by Notice CPD-21-10, to the extent applicable;

- (e) Copies of all agreements between the Subrecipient and HOME-ARP recipients.

3.6.3 Records of Other Federal Requirements. Other records that include documentation of compliance with other federal requirements in accordance with 24 CFR 92.508 that includes the following requirements to the extent applicable to the Program:

- (a) Documentation of Subrecipient's efforts to affirmatively further fair housing, including both marketing efforts and records on the extent to which each racial and ethnic group and single-headed households (by gender of household head) applied for, participated in, or benefited from the Program;

- (b) Records concerning lead-based paint in accordance with 24 CFR Part 35;

- (c) Records related to compliance with the VAWA provisions of 24 CFR 92.359, including but not limited to evidence proper notices were provided to applicants and TBRA recipients and summaries of requests for VAWA protections and actions taken;

- (d) Records supporting any requests for exceptions to the conflict of interest provisions in accordance with 24 CFR 92.356; and

- (e) Records required by Notice CPD-21-10 for the waivers and suspensions used by the Program, to the extent applicable.

3.7 Record Retention

All Program records shall be maintained by the Subrecipient for a minimum of five (5) years beyond the final payment under this Agreement. Notwithstanding, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have commenced before the expiration of the retention periods outlined, such records must be retained until completion of the actions and resolution of all issues or the expiration of the retention period, whichever occurs later.

3.8 Reporting Requirements

The Subrecipient agrees to submit any and all reports required by the City or HUD within thirty (30) days of the City or HUD's request. Regular quarterly reports including updates on program implementation are due to the City within fifteen (15) days of the end of each quarter on October 15, January 15, April 15 and July 15 during the term of this Agreement. Using forms approved by the City, such reports may be submitted either in hard-copy or electronically, and will include information on the marketing and startup of the Program, number of applications received, challenges or concerns about implementation, and estimates of the timing of upcoming commitments and expenditures of HOME-ARP funds.

The City reserves the right to unilaterally alter, supplement, or otherwise modify the frequency, content, or form of delivery of required reports as needed to maintain adequate

oversight of the Program, address changes to HOME-ARP regulations, or to address findings related to noncompliance by the Subrecipient.

SECTION 4: DEFAULT, DEMEDIES, AND TERMINATION

4.1. Default

The following are considered a default by the Subrecipient under this Agreement:

- (a) Subrecipient fails, in any manner, to fully perform and carry out any of the terms, covenants, and conditions of this Agreement;
- (b) Subrecipient refuses or fails to proceed with the work and tasks contemplated in this Agreement in accordance with such diligence as will ensure their completion within the time fixed by the schedule set forth in this Agreement;
- (c) Material noncompliance with any applicable HOME-ARP regulatory requirements in 24 CFR Part 92 or any other applicable federal requirements; or any applicable State or local law, regulation, ordinance, or requirement related to the Program; and
- (d) Dissolution or other termination of existence; insolvency; forfeiture of right to do business in the State of California or business failure; appointment of a receiver of any part of the Subrecipient's property; the calling of any meetings of, or the assignment for the benefit of, creditors of the Subrecipient; or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Subrecipient which are not dismissed within 60 days.

4.2. Remedies

In the event of default by Subrecipient hereunder, which is not cured within ten (10) days of the mailing of written notice by the City as described in Section 5.4., the City may seek any combination of the following remedies:

- (a) Suspend payments under this Agreement pending the correction of a default or deficiency;
- (b) Disallow part or all of any of the Program or cost hereunder which is not in compliance with this Agreement, the City's requirements, applicable federal requirements, or HOME-ARP regulations;
- (c) Suspend, in whole or part, this Agreement pending correction; or, following any cure period provided by the City, terminate this Agreement for cause as provided in 2 CFR 200.339;

(d) Recommend to HUD that it initiate suspension or debarment proceedings as authorized under 2 CFR Part 180;

(e) Take any other action available under 2 CFR 200.338;

(f) Require the repayment of previously disbursed HOME-ARP funds for questioned costs;

(g) Require Subrecipient to participate in training or technical assistance; and

(h) Make use of any other remedies that may be legally available to the City.

4.3 Termination for Convenience

In addition to any termination for cause provided herein, this Agreement may be terminated for convenience by the City upon ten (10) days written notice. In the event of termination under this section, Subrecipient shall suspend the collection of applications and execution of agreements with Program recipients following receipt of such notice. Subrecipient shall further provide final reporting and a final request for reimbursement within sixty (60) days of any termination under this section. Subrecipient will have no claim of payment or claim of benefit for any cancelled activities undertaken under this Agreement and shall not be entitled to, and hereby waives, all claims for lost profits and all other damages and expenses.

SECTION 5: ADDITIONAL PROVISIONS

5.1 Fees to Program Recipients Prohibited

Subrecipient is prohibited from charging application or other fees for the purpose of covering costs of administering the Program.

5.2. Notice

Except in the case of a notice of default, which must be delivered via mail or delivery service, the City may issue written notices as required or anticipated herein to the Subrecipient via email, mail, delivery service, or in person as may be appropriate. Notices delivered via mail or delivery service shall be deemed delivered two (2) days after being placed in the United States mail or delivery service, postage pre-paid, addressed to the Subrecipient as follows:

Community Legal Aid SoCal
2101 N Tustin Avenue
Tustin, CA 92705
Attn: Shelbie Knox

Notices due to the City shall be in writing and may be delivered via email, mail, delivery service, or in person as may be appropriate. Notwithstanding, a notice of default to the City must be delivered via certified mail with return receipt requested and shall be deemed delivered upon signature of the City's representative identified below. Notices to the CITY should be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Mikelle Daily, Grant Administrator

5.3 City Liability

The City shall have no liability except as specifically provided in this Agreement. The City, by execution of this Agreement assumes no liability for damages caused to persons or property by reason of Subrecipient providing goods or services herein or for injury to any employee, agent or subcontractor of the Subrecipient performing under this Agreement.

5.4 Indemnification

Subrecipient shall indemnify, defend and hold free and harmless City, its elected officials officers, employees, agents, and volunteers from and against any and all claims, demands, actions, suits or other legal proceedings brought against City, its elected officials, officers, employees, agents and volunteers, arising out of or relating to the performance of this Agreement by Subrecipient, its officers, employees, agents, volunteers and/or subcontractors.

Subrecipient shall further indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, suits, actions or proceedings arising from or relating to any failure of Subrecipient to comply with any applicable laws or regulations.

5.5 Insurance

5.5.1 Minimum Scope and Limits of Insurance. Subrecipient 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 and One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

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

(c) Workers' compensation insurance as required by the State of California. Subrecipient 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 Subrecipient for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional error 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. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Subrecipient 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.

5.5.2 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 Subrecipient pursuant to its contract with the City; products and completed operations of the Subrecipient; premises owned, occupied or used by the Subrecipient; automobiles owned, leased, hired, or borrowed by the Subrecipient."

(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 Subrecipient'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 Subrecipient'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.

5.5.3 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 name insured can satisfy any such deductible or self-insured retention.

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

5.5.5 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 Subrecipient may be held responsible for payments of damages to persons or property.

5.8 Compliance with all Laws

Subrecipient shall comply with all applicable federal, state and local laws and regulations in the performance of this Agreement and shall keep in effect any and all licenses, permits, notices and certificates as are required thereby. Subrecipient shall further comply 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.

5.9 Independence of Subrecipient

Nothing in this Agreement shall be deemed or construed to represent that Subrecipient, or any of Subrecipient's employees or agents, are the agents, representatives, or employees of the City. Subrecipient acknowledges that it is an independent contractor in its performance under this Agreement. Anything in this Agreement that provides the City with the right to direct Subrecipient in its performance of its obligations under this Agreement is solely for purposes of compliance with local, state and federal regulations.

5.10 Binding Effect; Assignment

This Agreement is binding on the City and Subrecipient, and their respective successors and assigns. Subrecipient shall not assign or transfer its interest in this Agreement without the prior written approval of the City which shall be in the City's sole and exclusive discretion.

5.11 Amendments

This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties. Notwithstanding, in the event that (i) HUD imposes new or modified requirements in the HOME-ARP Program through regulation, administrative notice, publication, or other notice, or (ii) HUD specifically identifies violations of HOME-ARP program requirements pertaining to this Agreement or the Program undertaken hereunder, Subrecipient agrees to comply with any new or modified requirements to ensure this Agreement and the activities hereunder remain in or are brought into compliance with such requirements. The City shall provide prompt notice to the Subrecipient of any such modifications. Subrecipient further agrees to execute an amendment to modify the terms of this Agreement in such manner as necessary to formally reflect and implement new HOME requirements or correct identified deficiencies.

5.12 Interpretation; Entire Agreement

This Agreement is the sole agreement between the two parties, and no prior or subsequent discussions, negotiations, or agreements, whether verbally or in writing, shall be merged with this Agreement. Any questions or dispute regarding the interpretation of the terms of this Agreement shall be decided by the City. The City's decision on any dispute under this Agreement, which shall be decided by the City. The City's decision on any dispute under this Agreement, which shall be furnished in a manner of its choosing, shall be final and binding. In the event of a conflict between this Agreement and/or any regulatory requirements, the regulatory requirements control and the City reserves the right to resolve the conflict and determine the Subrecipient's compliance with such provisions.

5.13. Applicable Law

This Agreement shall be construed and interpreted in accordance with California law. In the event of legal action resulting from a dispute hereunder, the parties agree that the State and Federal courts of the State of California shall have jurisdiction and that the proper forum for such action shall be in Orange County, California.

5.14 Headings & Pronouns

The headings in this Agreement are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine, or neutral gender, shall include all other genders, and singular nouns used herein shall include the plural and vice versa.

5.15 Construction

The parties have participated jointly in the negotiation and drafting of this Agreement and have 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.

5.16 Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

5.17 Signature Authority

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

[Signature page follows.]

IN WITNESS WHEREOF, the City and Subrecipient have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

SUBRECIPIENT

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 PURCHASING:

Carol Molina
Finance Director

Date: _____

**CITY OF COSTA MESA
SUBRECIPIENT AGREEMENT
WITH PROJECT HOPE ALLIANCE
FOR HOUSING RELATED SPECIAL SERVICES
FOR QUALIFYING POPULATIONS – CASE
MANAGEMENT WRAP AROUND SERVICES**

THIS SUBRECIPIENT AGREEMENT (the “Agreement”) is made and entered into as of July 1st, 2023 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation of the State of California whose business address is 77 Fair Drive, Costa Mesa, California 92626 (the “City”) and PROJECT HOPE ALLIANCE, a California nonprofit corporations (the “Subrecipient”).

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (“ARPA”); and

WHEREAS, to address the need for homelessness assistance and supportive services, \$5 billion in federal ARPA funds were appropriated and administered through the federal HOME Investment Partnerships Program (“HOME”); and

WHEREAS, on September 13, 2021, HUD published Notice CPD-21-10 entitled, “Requirements for the Use of Funds in the HOME-American Rescue Plan Program which establishes the requirements for the use of HOME-ARP funds (the “Notice CPD-21-10”) ; and

WHEREAS, on April 8, 2021, the US Department of Housing and Urban Development (“HUD”) allocated funds to grantees using the HOME formula established in 24 CFR 92.5 and 92.60; and

WHEREAS, City was allocated \$1,816.742.00 (“HOME-ARP Funds”) for housing related supported services for qualifying populations; and

WHEREAS, the City seeks to address the needs and gaps identified in the City’s HOME-ARP Allocation Plan approved by HUD on January 23, 2023; and

WHEREAS, supportive services are identified as one of four activities eligible for HOME-ARP funding including: (1) services identified in section 401(29) of the McKinney Vento Homeless Assistance Act (42 USC 11360(29), (2) homelessness prevention services, and (3) housing counseling services.

WHEREAS, the Costa Mesa City Council has authorized the award of HOME-ARP funds to Subrecipient for the purpose of providing on-site case management program, including academic, basic needs, and life skills assistance to qualifying high school students and their families (“Program”).

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, the City and Subrecipient agree, for themselves and for their respective successors and assigns as follows:

SECTION 1: GENERAL PROGRAM DESCRIPTION; ROLES & RESPONSIBILITIES

1.1 Program Description.

As further described herein and in the City's Scope of Work, attached hereto as Exhibit "A," and Subrecipient's Proposal, attached hereto as Exhibit "B," both of which are incorporated herein, the goal of the Program is to provide housing related supportive services to qualifying populations who are current residents of Costa Mesa, or who have strong community ties to Costa Mesa to attain safe, stable, and sanitary housing in order to prevent homelessness or housing insecurity.

1.2 City Role & Responsibilities

The City is responsible to HUD for the oversight of the Program and compliance with applicable federal requirements, including the HOME requirements outlined in 24 CFR Part 92. This will include, but not be limited to, the following:

1.2.1 Program Design. Furnishing the Subrecipient with the Scope of Work and any other Program requirements, including any future changes to HOME regulations or HOME Program guidance issued by HUD;

1.2.2 Environmental Review. Completing necessary environmental reviews and/or determinations pursuant to 24 CFR 92.352 and 24 CFR 58;

1.2.3 IDIS Setup, Drawdown, and Completion. Entering project setup, drawdown, and completion information along with associated reporting in HUD's Integrated Disbursement and Information System ("IDIS"); and

1.2.4 Subrecipient Monitoring. Completing remote and on-site monitoring reviews of the Subrecipient's operation of the program.

1.3 Subrecipient Role and Responsibilities

Subrecipient is responsible for the implementation of the Program, including interaction with applicants to the Program and program recipients. In all cases, Subrecipient will implement the Program in compliance with the City's requirements and all applicable federal requirements including Notice CPD-21-10. In no case will the Subrecipient be considered the "responsible entity" for environmental reviews required under 24 CFR 58. In this role Subrecipient will:

1.3.1 Marketing. Market and advertise the Program pursuant to the HUD's Affirmative Fair Housing Marketing Plan and in accordance with the requirements in 24

CFR 92.351, including the requirements to: (i) identify those portions of the population of the City that are least likely to apply, (ii) establish specific marketing actions (e.g. advertising in specialty publications, native languages, etc.) intended to reach such populations, and (iii) maintain records of the results of such activities;

1.3.2 Application Intake. Develop needed application materials and establish and implement an application process in accordance with the City's requirements;

1.3.3 Screening. Review individual applications, including income determinations, in accordance with the City's requirements and the HOME requirements in 24 CFR Part 92 to establish applicant's eligibility for the Program and notify applicants of their status.

1.3.4 Program Orientation. Provide individual orientations to recipients and participants explaining the Program requirements

1.3.5 Inspections. Where applicable, inspect units to ensure that such units meet the Program's property standards, including but not limited to conducting visual assessments of potential lead-based paint hazards in any properties constructed prior to 1978 in accordance with 24 CFR Part 35;

1.3.6 Program Policies. Apply the City's requirements identified in the Scope of Work, including any updates thereto provided by the City pursuant to the notice provisions in Section 5.2 of this Agreement, ensuring that individual awards meet all HOME and Program requirements; and

1.3.7 Management of Program Recipient and Property Participants. Address questions, concerns, or disputes between program recipients and property participants (landlords), provide clarifications of the City's requirements, federal requirements, and HOME requirements, and otherwise work with program recipients and other participants to ensure effective and compliant delivery of assistance.

SECTION 2: USE AND DISBURSEMENT OF HOME FUNDS

2.1 HOME-ARP Award

As part of this Agreement, the City is providing up to \$120,000.00 in annual HOME-ARP funding for program and administrative expenses as identified in the Scope of Work. HOME-ARP funding shall be used for the Program more specifically described in Section 1.1, in accordance with federal requirements, this Agreement, and the City's requirements, to the extent applicable.

2.2 Term

The term of this Agreement shall begin upon July 1, 2023, and continue for a period of one (1) year ending on June 30, 2024. The term may be extended for up to four (4) years upon mutual written agreement of the parties, subject to the availability and/or allocation of HOME-ARP funds for the Program. Upon expiration of this Agreement, the Subrecipient shall have thirty (30) days to make the final requests for reimbursement. The recordkeeping and reporting requirements of Sections 3.6 and 3.8 respectively, remain in effect in accordance with the terms of those sections.

2.3 Anticipated Productions

The City and Subrecipient anticipate at least 120 eligible unique individuals or families will receive assistance under this Agreement.

2.4 Project Completion Deadlines

The Subrecipient must provide the City with all necessary project information (i.e. specific recipient information) for entry into IDIS within sixty (60) days of the last payment made pursuant to this Agreement.

2.5 Program Income

City and Subrecipient acknowledge and agree that the design of Program does not anticipate the receipt of "**Program Income**," as defined in 24 CFR 92.2, by the Subrecipient. Notwithstanding, in the event that any Program Income is received by the Subrecipient, Subrecipient will promptly remit same to the City.

2.6 Disbursement of Funds

Subrecipient must remit disbursement requests (or, in the case where no reimbursement is due, a report explaining inactivity) at least quarterly and may request payments no more than once per month. In all cases, Subrecipient is prohibited from requesting HOME-ARP funds from the City until such funds are needed to pay HOME-ARP-eligible costs. Requests for disbursements are limited to the amount needed at the time of such request.

2.6.1 Reimbursement Basis. The City will provide HOME-ARP funds to the Subrecipient for Program costs on a quarterly basis subject to, and upon receipt and approval of, (i) an original invoice and (ii) true copies of other receipts, agreements, or other documentation supporting and evidencing how the HOME-ARP funds have been expended during the applicable quarter. Funds will be provided on a reimbursement basis only.

2.6.2 Project Costs. To request payment of allowable costs (i.e., rental or utility assistance), Subrecipient shall submit copies of records demonstrating payment by the subrecipient (e.g. copies of checks).

All requests for project specific soft costs must be supported by (i) time-sheet documentation for any costs associated with Subrecipient staff, (ii) invoices for any third-party costs, and/or (iii) other source documentation (e.g. receipts and mileage logs for travel expenses, etc.)

2.6.3 Administrative Costs. Administrative costs of the Program are eligible only under general management oversight and coordination at 24 CFR 92.207(a), except that the costs of inspecting the housing and determining the income eligibility of the family are eligible as costs of the Program. Requests for payment of eligible administrative costs must be supported by time-sheet documentation for any costs associated with Subrecipient staff, invoices for any third-party costs, and/or similar documentation. Any travel expenses charged (e.g. mileage, per diems, etc.) must be consistent with the travel requirements listed in 2 CFR 200.474.

2.6.4 Final Payment. Subrecipient shall submit a final payment request no later than thirty (30) days following the end of the Term of this Agreement, consistent with Section 2.2 of this Agreement.

SECTION 3: ADMINISTRATIVE AND PROGRAM REQUIREMENTS

3.1 Applicability of Uniform Administrative Requirements

In performing under this Agreement, the requirements of 2 CFR Part 200 apply to the Subrecipient, except for the following provisions: § 200.306, § 200.307, § 200.311 (except as provided in 24 CFR 92.257), § 200.312, § 200.329, § 200.333, and § 200.334. The provisions of 2 CFR 200.305 apply as modified by 24 CFR 92.502(c). If there is a conflict between definitions in 2 CFR 200 and 24 CFR Part 92, the definitions in 24 CFR Part 92 govern. While not intended to be an exhaustive list, Subrecipient acknowledges that the requirements of 2 CFR 200 include, inter alia, compliance with:

3.1.1 Procurement. Standards and procedures consistent with 2 CFR 200.318 through 200.326 related to the procurement of property or services with HOME-ARP funds.

3.1.2 Audit. The requirement under 2 CFR 200.501 that the Subrecipient must obtain a single-or program-specific audit if, during any given Subrecipient fiscal year, Subrecipient expends more than \$750,000 in federal funds; and

3.1.3 Cost Principles. The cost principles included in 2 CFR 200 Subpart F, including that any costs charged to HOME-ARP be supported by adequate documentation, allocable to the program, necessary, and reasonable.

3.2 Administrative Funding

Within the funding limit provided in Section 2.1, Subrecipient may use HOME-ARP funds for administrative expenses associated with operating the Program. Eligible

administrative costs include costs associated with activities described in the general management oversight and coordination requirements at 24 CFR 92.207(a) to the extent that such activities are allowable under this Agreement. These include, but may not be limited to, costs associated with coordinating and overseeing the Program; advertising and promoting the Program, including affirmatively marketing the Program pursuant to the requirements of 24 CFR 92.351; maintaining appropriate Program records, including financial records, and submitting progress, financial, and other reporting to the City, taking applications, conducting intake interviews, and otherwise processing applications that do not proceed; and conducting required unit inspections.

3.2.1 Treatment of Income Determination and Inspection Costs. Pursuant to 24 CFR 92.209(a), the Subrecipient may also use HOME-ARP project funding for its project-specific soft costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants.

Alternatively, the costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants, in whole or to the extent they exceed the limit established herein, may be charged as an administrative cost, provided that in no case may a single item of cost be charged both as an administrative expense and as a project-related soft cost as provided for herein.

3.3. Reversion of Assets

Upon receipt of the final payment by the City under this Agreement and after payment by the Subrecipient of any final eligible costs under this Agreement, the Subrecipient must transfer to the City any remaining HOME-ARP funds on hand and any accounts receivable attributable to the use of HOME-ARP funds to the City.

3.4 Compliance with Other Federal Requirements.

Subrecipient must comply with all applicable federal requirements, including those listed in 24 CFR Part 92, Subpart H and 24 CFR Part 5, Subpart A, and the nondiscrimination requirements of section 282 of the Act, as amended. This includes, but is not limited to, compliance with:

3.4.1 Equal Opportunity and Fair Housing. In accordance with 24 CFR 92.351, no person shall on the ground of race, color, religion, sex, disability, familial status, national origin, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program activity funded in whole or in part from HOME funds. In addition, Subrecipient shall develop and operate the Program in accordance with the requirement contained in 24 CFR 5.105, including but not limited to the following requirements:

(a) The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958 B1963 Comp., P. 652 and 3 CFR 1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of 1964 (42 U.S. C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;

(b) The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S. C. 6101-07) and implementing Regulations at 24 CFR Part 146;

(c) The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S. C. 794) and implementing regulations at 24 CFR Part 8;

(d) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S. C. 1701u) and implementing regulations at 24 CFR Part 135;

(e) The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60;

(f) The requirements of 24 CFR 92.351, 2 CFR 200. 321, Executive Orders 11625, as amended, and 12432 (concerning Minority Business Enterprise), and 12138, as amended (concerning Women's Business Enterprise); and

(g) The requirements of 24 CFR 5.105(a)(2) requiring that HUD- assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibiting subrecipients, owners, developers, or their agents from inquiring about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity.

3.4.2 Lobbying Disclosure Requirements. In accordance with the requirements of 24 CFR Part 87, the Subrecipient certifies, to the best of its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such lower-tier parties shall certify and disclose accordingly; and

(d) Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3.4.3 Drug-Free Workplace. The drug-free workplace requirements of 2 CFR Part 2429 and City's Council Policy No. 100-5 attached hereto as Exhibit "C" and incorporated herein;

3.4.4 Debarred or Suspended Entities. By signing this Agreement, Subrecipient certifies that it is not presently listed by a federal agency as debarred, suspended, or proposed for debarment from any federal contract activity. If during the term of this Agreement this information changes, Subrecipient shall notify City without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment. Further, in carrying out its responsibilities hereunder, Subrecipient will not employ, contract with, or otherwise make use of subcontractors, service providers, Subrecipients, or any other party that is debarred, suspended, or proposed for debarment from any federal contract activity.

3.4.4 Environmental Review. While the City is responsible for environmental reviews and determinations under this Agreement, Subrecipient will cooperate and assist in documenting the environmental reviews and determinations under this Agreement, Subrecipient will cooperate and assist in documenting the environmental status of each assisted unit, including but not limited to the initial preparation of an *Environmental Review for Activity/Project that is Exempt of Categorically Excluded Not Subject to Section 58.5* checklist. In no case will Subrecipient execute an agreement with respect to a specific unit to be assisted without notification from the City that the project is either exempt from environmental review or that needed reviews have been completed.

3.4.5 Lead Based Paint. Subrecipient will ensure that all assisted units in properties which were originally constructed prior to 1978 pass a visual assessment pursuant to the requirements of 24 CFR 35.

3.4.6 Conflict of Interest. Pursuant to 24 CFR 92.356, no employee, agent, Subrecipient, officer, or elected official or appointed official of the City or the Subrecipient, Individually know as a “**Covered Person**,” that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to HOME-ARP assisted activities, is eligible to receive HOME-ARP assistance under the Program or to have a financial interest or financial interest or financial benefit in any contract, subcontract, or other agreement with respect to the HOME-ARP funded activities contemplated in this Agreement, or the proceeds from such activities. This provision shall apply to both Covered Persons and those with whom they have business or immediate, family ties, during their tenure with the City or Subrecipient or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), a child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person. In the event a Covered Person, or a person with whom the Covered Person has business or family ties, is otherwise eligible and applies to the Program, Subrecipient will immediately notify the City. City, in its sole discretion, may pursue an exception from HUD under the provisions of 24 CFR 92.356(d) to allow participation notwithstanding the conflict of interest. Only HUD may grant such an exception; neither the City nor the Subrecipient may grant such an exception on its own. Moreover, the City and Subrecipient shall comply with the conflict-of-interest requirements in 2 CFR 200.317 and 2 CFR 200.318 in the procurement of property and services.

3.4.7 Subrecipient Activities. Subrecipient will comply with the reasonable rate of compensation requirements in accordance with 24 CFR 92.358.

3.4.8 Faith-Based Organizations. Faith-based organizations are eligible to participate in the HOME-ARP program on the same basis as any other organization but must comply with the requirements of 24 CFR 5.109.

3.5. VAWA Regulations

The City and Subrecipient both acknowledge and agree that each are subject to the requirements of 24 CFR 92.359 and 24 CFR 5, Subpart L, which implements provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA). Subrecipient also agrees to follow and implement the applicable VAWA requirements required by 24 CFR 92.359(g), for all applicants to the Program, and all TBRA recipients for the period that tenant based rental assistance is provided. Moreover, the Subrecipient agrees that all leases that are approved by the Subrecipient shall contain a VAWA lease term/addendum, as described in 24 CFR 92.359(e).

3.6 Recordkeeping

Subrecipient shall maintain detailed records of all its activities under this Agreement, including records on all persons served pursuant to this Agreement, and all required Program records applicable to TBRA assistance that are described in 24 CFR 92.508.

Representatives of the City, HUD (including HUD's Office of Inspector General), the Comptroller General of the United States (aka the U.S. Government Accountability Office or "**GAO**"), or their designees may examine any records or information accumulated pursuant to this Agreement. All confidential information shall be treated as such by all aforementioned City, HUD, or GAO representatives or designees. Subrecipient will maintain administrative and financial records as required by 24 CFR 92.508, applicable to the activities to be carried out under this Agreement, including but not necessarily limited to:

3.6.1 General Administrative and Financial Records.

(a) Information about contractors, vendors, and other service providers to include, but not necessarily be limited to, verification of non-department and suspension, verification of qualifications and experience, legally binding contracts and agreements, invoices and payment records, and related correspondence (see 24 CFR Part 23 and 2 CFR Part 2424);

(b) Financial information including, but not necessarily limited to, audits and related correspondence, accounting and financial records, indirect cost analyses, and internal controls and reconciliations;

(c) Financial records identifying the source and use of funds for each person assisted under the Program pursuant to this Agreement, as well as underlying documentation (e.g. timesheet records, invoices/receipts, proof of payment, etc.) for all costs charged to HOME-ARP;

(d) Records demonstrating compliance with the Uniform Administrative Requirements of 2 CFR 200, as applicable.

3.6.2 HOME-ARP Recipients Records. HOME-ARP recipient records in accordance with 24 CFR 92.508(a)(3) that demonstrate that each HOME-ARP assisted tenant met the requirements of the HOME-ARP program, including but not limited to:

(a) Full descriptions of each tenant or family assisted with Program funds, including the location (address of each unit) and the form of TBRA assistance;

(b) The source and application of funds for each HOME-ARP recipient, including supporting documentation in accordance with 2 CFR 200.302; and records to document the eligibility and permissibility of the HOME-ARP recipient's costs;

(c) Records, consistent with the Program Guidelines, demonstrating that each HOME-ARP recipient meets the Program's standards;

(d) Records demonstrating that each assisted recipient or family is income eligible in accordance with 24 CFR 92.203, as modified by Notice CPD-21-10, to the extent applicable;

(e) Copies of all agreements between the Subrecipient and HOME-ARP recipients.

3.6.3 Records of Other Federal Requirements. Other records that include documentation of compliance with other federal requirements in accordance with 24 CFR 92.508 that includes the following requirements to the extent applicable to the Program:

(a) Documentation of Subrecipient's efforts to affirmatively further fair housing, including both marketing efforts and records on the extent to which each racial and ethnic group and single-headed households (by gender of household head) applied for, participated in, or benefited from the Program;

(b) Records concerning lead-based paint in accordance with 24 CFR Part 35;

(c) Records related to compliance with the VAWA provisions of 24 CFR 92.359, including but not limited to evidence proper notices were provided to applicants and TBRA recipients and summaries of requests for VAWA protections and actions taken;

(d) Records supporting any requests for exceptions to the conflict of interest provisions in accordance with 24 CFR 92.356; and

(e) Records required by Notice CPD-21-10 for the waivers and suspensions used by the Program, to the extent applicable.

3.7 Record Retention

All Program records shall be maintained by the Subrecipient for a minimum of five (5) years beyond the final payment under this Agreement. Notwithstanding, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have commenced before the expiration of the retention periods outlined, such records must be retained until completion of the actions and resolution of all issues or the expiration of the retention period, whichever occurs later.

3.8 Reporting Requirements

The Subrecipient agrees to submit any and all reports required by the City or HUD within thirty (30) days of the City or HUD's request. Regular quarterly reports including updates on program implementation are due to the City within fifteen (15) days of the end of each quarter on October 15, January 15, April 15 and July 15 during the term of this Agreement. Using forms approved by the City, such reports may be submitted either in hard-copy or electronically, and will include information on the marketing and startup of the Program, number of applications received, challenges or concerns about implementation, and estimates of the timing of upcoming commitments and expenditures of HOME-ARP funds.

The City reserves the right to unilaterally alter, supplement, or otherwise modify the frequency, content, or form of delivery of required reports as needed to maintain adequate

oversight of the Program, address changes to HOME-ARP regulations, or to address findings related to noncompliance by the Subrecipient.

SECTION 4: DEFAULT, DEMEDIES, AND TERMINATION

4.1. Default

The following are considered a default by the Subrecipient under this Agreement:

- (a) Subrecipient fails, in any manner, to fully perform and carry out any of the terms, covenants, and conditions of this Agreement;
- (b) Subrecipient refuses or fails to proceed with the work and tasks contemplated in this Agreement in accordance with such diligence as will ensure their completion within the time fixed by the schedule set forth in this Agreement;
- (c) Material noncompliance with any applicable HOME-ARP regulatory requirements in 24 CFR Part 92 or any other applicable federal requirements; or any applicable State or local law, regulation, ordinance, or requirement related to the Program; and
- (d) Dissolution or other termination of existence; insolvency; forfeiture of right to do business in the State of California or business failure; appointment of a receiver of any part of the Subrecipient's property; the calling of any meetings of, or the assignment for the benefit of, creditors of the Subrecipient; or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Subrecipient which are not dismissed within 60 days.

4.2. Remedies

In the event of default by Subrecipient hereunder, which is not cured within ten (10) days of the mailing of written notice by the City as described in Section 5.4., the City may seek any combination of the following remedies:

- (a) Suspend payments under this Agreement pending the correction of a default or deficiency;
- (b) Disallow part or all of any of the Program or cost hereunder which is not in compliance with this Agreement, the City's requirements, applicable federal requirements, or HOME-ARP regulations;
- (c) Suspend, in whole or part, this Agreement pending correction; or, following any cure period provided by the City, terminate this Agreement for cause as provided in 2 CFR 200.339;

(d) Recommend to HUD that it initiate suspension or debarment proceedings as authorized under 2 CFR Part 180;

(e) Take any other action available under 2 CFR 200.338;

(f) Require the repayment of previously disbursed HOME-ARP funds for questioned costs;

(g) Require Subrecipient to participate in training or technical assistance; and

(h) Make use of any other remedies that may be legally available to the City.

4.3 Termination for Convenience

In addition to any termination for cause provided herein, this Agreement may be terminated for convenience by the City upon ten (10) days written notice. In the event of termination under this section, Subrecipient shall suspend the collection of applications and execution of agreements with Program recipients following receipt of such notice. Subrecipient shall further provide final reporting and a final request for reimbursement within sixty (60) days of any termination under this section. Subrecipient will have no claim of payment or claim of benefit for any cancelled activities undertaken under this Agreement and shall not be entitled to, and hereby waives, all claims for lost profits and all other damages and expenses.

SECTION 5: ADDITIONAL PROVISIONS

5.1 Fees to Program Recipients Prohibited

Subrecipient is prohibited from charging application or other fees for the purpose of covering costs of administering the Program.

5.2. Notice

Except in the case of a notice of default, which must be delivered via mail or delivery service, the City may issue written notices as required or anticipated herein to the Subrecipient via email, mail, delivery service, or in person as may be appropriate. Notices delivered via mail or delivery service shall be deemed delivered two (2) days after being placed in the United States mail or delivery service, postage pre-paid, addressed to the Subrecipient as follows:

Project Hope Alliance
1954 Placentia Avenue, Suite 202
Costa Mesa, CA 92627
Attn: John Eumurian

Notices due to the City shall be in writing and may be delivered via email, mail, delivery service, or in person as may be appropriate. Notwithstanding, a notice of default to the City must be delivered via certified mail with return receipt requested and shall be deemed delivered upon signature of the City's representative identified below. Notices to the CITY should be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Mikelle Daily, Grant Administrator

5.3 City Liability

The City shall have no liability except as specifically provided in this Agreement. The City, by execution of this Agreement assumes no liability for damages caused to persons or property by reason of Subrecipient providing goods or services herein or for injury to any employee, agent or subcontractor of the Subrecipient performing under this Agreement.

5.4 Indemnification

Subrecipient shall indemnify, defend and hold free and harmless City, its elected officials officers, employees, agents, and volunteers from and against any and all claims, demands, actions, suits or other legal proceedings brought against City, its elected officials, officers, employees, agents and volunteers, arising out of or relating to the performance of this Agreement by Subrecipient, its officers, employees, agents, volunteers and/or subcontractors.

Subrecipient shall further indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, suits, actions or proceedings arising from or relating to any failure of Subrecipient to comply with any applicable laws or regulations.

5.5 Insurance

5.5.1 Minimum Scope and Limits of Insurance. Subrecipient 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 and

One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

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

(c) Workers' compensation insurance as required by the State of California. Subrecipient 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 Subrecipient for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional error 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. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Subrecipient 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.

5.5.2 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 Subrecipient pursuant to its contract with the City; products and completed operations of the Subrecipient; premises owned, occupied or used by the Subrecipient; automobiles owned, leased, hired, or borrowed by the Subrecipient."

(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 Subrecipient'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 Subrecipient'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.

5.5.3 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 name insured can satisfy any such deductible or self-insured retention.

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

5.5.5 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 Subrecipient may be held responsible for payments of damages to persons or property.

5.8 Compliance with all Laws

Subrecipient shall comply with all applicable federal, state and local laws and regulations in the performance of this Agreement and shall keep in effect any and all licenses, permits, notices and certificates as are required thereby. Subrecipient shall further comply 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.

5.9 Independence of Subrecipient

Nothing in this Agreement shall be deemed or construed to represent that Subrecipient, or any of Subrecipient's employees or agents, are the agents, representatives, or employees of the City. Subrecipient acknowledges that it is an independent contractor in its performance under this Agreement. Anything in this Agreement that provides the City with the right to direct Subrecipient in its performance of its obligations under this Agreement is solely for purposes of compliance with local, state and federal regulations.

5.10 Binding Effect; Assignment

This Agreement is binding on the City and Subrecipient, and their respective successors and assigns. Subrecipient shall not assign or transfer its interest in this Agreement without the prior written approval of the City which shall be in the City's sole and exclusive discretion.

5.11 Amendments

This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties. Notwithstanding, in the event that (i) HUD imposes new or modified requirements in the HOME-ARP Program through regulation, administrative notice, publication, or other notice, or (ii) HUD specifically identifies violations of HOME-ARP program requirements pertaining to this Agreement or the Program undertaken hereunder, Subrecipient agrees to comply with any new or modified requirements to ensure this Agreement and the activities hereunder remain in or are brought into compliance with such requirements. The City shall provide prompt notice to the Subrecipient of any such modifications. Subrecipient further agrees to execute an amendment to modify the terms of this Agreement in such manner as necessary to formally reflect and implement new HOME requirements or correct identified deficiencies.

5.12 Interpretation; Entire Agreement

This Agreement is the sole agreement between the two parties, and no prior or subsequent discussions, negotiations, or agreements, whether verbally or in writing, shall be merged with this Agreement. Any questions or dispute regarding the interpretation of the terms of this Agreement shall be decided by the City. The City's decision on any dispute under this Agreement, which shall be decided by the City. The City's decision on any dispute under this Agreement, which shall be furnished in a manner of its choosing, shall be final and binding. In the event of a conflict between this Agreement and/or any regulatory requirements, the regulatory requirements control and the City reserves the right to resolve the conflict and determine the Subrecipient's compliance with such provisions.

5.13. Applicable Law

This Agreement shall be construed and interpreted in accordance with California law. In the event of legal action resulting from a dispute hereunder, the parties agree that the State and Federal courts of the State of California shall have jurisdiction and that the proper forum for such action shall be in Orange County, California.

5.14 Headings & Pronouns

The headings in this Agreement are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine, or neutral gender, shall include all other genders, and singular nouns used herein shall include the plural and vice versa.

5.15 Construction

The parties have participated jointly in the negotiation and drafting of this Agreement and have 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.

5.16 Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

5.17 Signature Authority

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

[Signature page follows.]

IN WITNESS WHEREOF, the City and Subrecipient have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

SUBRECIPIENT

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 PURCHASING:

Carol Molina
Finance Director

Date: _____

**CITY OF COSTA MESA
SUBRECIPIENT AGREEMENT
WITH STAND UP FOR KIDS
FOR HOUSING RELATED SPECIAL SERVICES
FOR QUALIFYING POPULATIONS – WRAP AROUND SERVICES FOR YOUTH**

THIS SUBRECIPIENT AGREEMENT (the “Agreement”) is made and entered into as of July 1st, 2023 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation of the State of California whose business address is 77 Fair Drive, Costa Mesa, California 92626 (the “City”) and STAND UP FOR KIDS, a California nonprofit corporation (the “Subrecipient”).

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (“ARPA”); and

WHEREAS, to address the need for homelessness assistance and supportive services, \$5 billion in federal ARPA funds were appropriated and administered through the federal HOME Investment Partnerships Program (“HOME”); and

WHEREAS, on September 13, 2021, HUD published Notice CPD-21-10 entitled, “Requirements for the Use of Funds in the HOME-American Rescue Plan Program which establishes the requirements for the use of HOME-ARP funds (the “Notice CPD-21-10”) ; and

WHEREAS, on April 8, 2021, the US Department of Housing and Urban Development (“HUD”) allocated funds to grantees using the HOME formula established in 24 CFR 92.5 and 92.60; and

WHEREAS, City was allocated \$1,816.742.00 (“HOME-ARP Funds”) for housing related supported services for qualifying populations; and

WHEREAS, the City seeks to address the needs and gaps identified in the City’s HOME-ARP Allocation Plan approved by HUD on January 23, 2023; and

WHEREAS, supportive services are identified as one of four activities eligible for HOME-ARP funding including: (1) services identified in section 401(29) of the McKinney Vento Homeless Assistance Act (42 USC 11360(29)), (2) homelessness prevention services, and (3) housing counseling services.

WHEREAS, the Costa Mesa City Council has authorized the award of HOME-ARP funds to Subrecipient for the purpose of providing mental health services, substance abuse services, legal services, wrap-around services, transportation services, landlord-tenant relations, and credit repair to transition aged, homeless, and at risk youth (ages 18-24) (“Program”).

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, the City and Subrecipient agree, for themselves and for their respective successors and assigns as follows:

SECTION 1: GENERAL PROGRAM DESCRIPTION; ROLES & RESPONSIBILITIES

1.1 Program Description.

As further described herein and in the City's Scope of Work, attached hereto as Exhibit "A," and Subrecipient's Proposal, attached hereto as Exhibit "B," both of which are incorporated herein, the goal of the Program is to provide housing related supportive services to qualifying populations who are current residents of Costa Mesa, or who have strong community ties to Costa Mesa to attain safe, stable, and sanitary housing in order to prevent homelessness or housing insecurity.

1.2 City Role & Responsibilities

The City is responsible to HUD for the oversight of the Program and compliance with applicable federal requirements, including the HOME requirements outlined in 24 CFR Part 92. This will include, but not be limited to, the following:

1.2.1 Program Design. Furnishing the Subrecipient with the Scope of Work and any other Program requirements, including any future changes to HOME regulations or HOME Program guidance issued by HUD;

1.2.2 Environmental Review. Completing necessary environmental reviews and/or determinations pursuant to 24 CFR 92.352 and 24 CFR 58;

1.2.3 IDIS Setup, Drawdown, and Completion. Entering project setup, drawdown, and completion information along with associated reporting in HUD's Integrated Disbursement and Information System ("IDIS"); and

1.2.4 Subrecipient Monitoring. Completing remote and on-site monitoring reviews of the Subrecipient's operation of the program.

1.3 Subrecipient Role and Responsibilities

Subrecipient is responsible for the implementation of the Program, including interaction with applicants to the Program and program recipients. In all cases, Subrecipient will implement the Program in compliance with the City's requirements and all applicable federal requirements including Notice CPD-21-10. In no case will the Subrecipient be considered the "responsible entity" for environmental reviews required under 24 CFR 58. In this role Subrecipient will:

1.3.1 Marketing. Market and advertise the Program pursuant to the HUD's Affirmative Fair Housing Marketing Plan and in accordance with the requirements in 24

CFR 92.351, including the requirements to: (i) identify those portions of the population of the City that are least likely to apply, (ii) establish specific marketing actions (e.g. advertising in specialty publications, native languages, etc.) intended to reach such populations, and (iii) maintain records of the results of such activities;

1.3.2 Application Intake. Develop needed application materials and establish and implement an application process in accordance with the City's requirements;

1.3.3 Screening. Review individual applications, including income determinations, in accordance with the City's requirements and the HOME requirements in 24 CFR Part 92 to establish applicant's eligibility for the Program and notify applicants of their status.

1.3.4 Program Orientation. Provide individual orientations to recipients and participants explaining the Program requirements

1.3.5 Inspections. Where applicable, inspect units to ensure that such units meet the Program's property standards, including but not limited to conducting visual assessments of potential lead-based paint hazards in any properties constructed prior to 1978 in accordance with 24 CFR Part 35;

1.3.6 Program Policies. Apply the City's requirements identified in the Scope of Work, including any updates thereto provided by the City pursuant to the notice provisions in Section 5.2 of this Agreement, ensuring that individual awards meet all HOME and Program requirements; and

1.3.7 Management of Program Recipient and Property Participants. Address questions, concerns, or disputes between program recipients and property participants (landlords), provide clarifications of the City's requirements, federal requirements, and HOME requirements, and otherwise work with program recipients and other participants to ensure effective and compliant delivery of assistance.

SECTION 2: USE AND DISBURSEMENT OF HOME FUNDS

2.1 HOME-ARP Award

As part of this Agreement, the City is providing up to \$72,348.00 in HOME-ARP funding for program and administrative expenses as identified in the Scope of Work. HOME-ARP funding shall be used for the Program more specifically described in Section 1.1, in accordance with federal requirements, this Agreement, and the City's requirements, to the extent applicable.

2.2 Term

The term of this Agreement shall begin upon July 1, 2023, and continue for a period of one (1) year ending on June 30, 2024. The term may be extended for up to four (4) years upon mutual written agreement of the parties, subject to the availability and/or allocation of HOME-ARP funds for the Program. Upon expiration of this Agreement, the Subrecipient shall have thirty (30) days to make the final requests for reimbursement. The recordkeeping and reporting requirements of Sections 3.6 and 3.8 respectively, remain in effect in accordance with the terms of those sections.

2.3 Anticipated Productions

The City and Subrecipient anticipate at least 20 eligible unique individuals or families will receive assistance under this Agreement.

2.4 Project Completion Deadlines

The Subrecipient must provide the City with all necessary project information (i.e. specific recipient information) for entry into IDIS within sixty (60) days of the last payment made pursuant to this Agreement.

2.5 Program Income

City and Subrecipient acknowledge and agree that the design of Program does not anticipate the receipt of "**Program Income**," as defined in 24 CFR 92.2, by the Subrecipient. Notwithstanding, in the event that any Program Income is received by the Subrecipient, Subrecipient will promptly remit same to the City.

2.6 Disbursement of Funds

Subrecipient must remit disbursement requests (or, in the case where no reimbursement is due, a report explaining inactivity) at least quarterly and may request payments no more than once per month. In all cases, Subrecipient is prohibited from requesting HOME-ARP funds from the City until such funds are needed to pay HOME-ARP-eligible costs. Requests for disbursements are limited to the amount needed at the time of such request.

2.6.1 Reimbursement Basis. The City will provide HOME-ARP funds to the Subrecipient for Program costs on a quarterly basis subject to, and upon receipt and approval of, (i) an original invoice and (ii) true copies of other receipts, agreements, or other documentation supporting and evidencing how the HOME-ARP funds have been expended during the applicable quarter. Funds will be provided on a reimbursement basis only.

2.6.2 Project Costs. To request payment of allowable costs (i.e., rental or utility assistance), Subrecipient shall submit copies of records demonstrating payment by the subrecipient (e.g. copies of checks).

All requests for project specific soft costs must be supported by (i) time-sheet documentation for any costs associated with Subrecipient staff, (ii) invoices for any third-party costs, and/or (iii) other source documentation (e.g. receipts and mileage logs for travel expenses, etc.)

2.6.3 Administrative Costs. Administrative costs of the Program are eligible only under general management oversight and coordination at 24 CFR 92.207(a), except that the costs of inspecting the housing and determining the income eligibility of the family are eligible as costs of the Program. Requests for payment of eligible administrative costs must be supported by time-sheet documentation for any costs associated with Subrecipient staff, invoices for any third-party costs, and/or similar documentation. Any travel expenses charged (e.g. mileage, per diems, etc.) must be consistent with the travel requirements listed in 2 CFR 200.474.

2.6.4 Final Payment. Subrecipient shall submit a final payment request no later than thirty (30) days following the end of the Term of this Agreement, consistent with Section 2.2 of this Agreement.

SECTION 3: ADMINISTRATIVE AND PROGRAM REQUIREMENTS

3.1 Applicability of Uniform Administrative Requirements

In performing under this Agreement, the requirements of 2 CFR Part 200 apply to the Subrecipient, except for the following provisions: § 200.306, § 200.307, § 200.311 (except as provided in 24 CFR 92.257), § 200.312, § 200.329, § 200.333, and § 200.334. The provisions of 2 CFR 200.305 apply as modified by 24 CFR 92.502(c). If there is a conflict between definitions in 2 CFR 200 and 24 CFR Part 92, the definitions in 24 CFR Part 92 govern. While not intended to be an exhaustive list, Subrecipient acknowledges that the requirements of 2 CFR 200 include, inter alia, compliance with:

3.1.1 Procurement. Standards and procedures consistent with 2 CFR 200.318 through 200.326 related to the procurement of property or services with HOME-ARP funds.

3.1.2 Audit. The requirement under 2 CFR 200.501 that the Subrecipient must obtain a single-or program-specific audit if, during any given Subrecipient fiscal year, Subrecipient expends more than \$750,000 in federal funds; and

3.1.3 Cost Principles. The cost principles included in 2 CFR 200 Subpart F, including that any costs charged to HOME-ARP be supported by adequate documentation, allocable to the program, necessary, and reasonable.

3.2 Administrative Funding

Within the funding limit provided in Section 2.1, Subrecipient may use HOME-ARP funds for administrative expenses associated with operating the Program. Eligible

administrative costs include costs associated with activities described in the general management oversight and coordination requirements at 24 CFR 92.207(a) to the extent that such activities are allowable under this Agreement. These include, but may not be limited to, costs associated with coordinating and overseeing the Program; advertising and promoting the Program, including affirmatively marketing the Program pursuant to the requirements of 24 CFR 92.351; maintaining appropriate Program records, including financial records, and submitting progress, financial, and other reporting to the City, taking applications, conducting intake interviews, and otherwise processing applications that do not proceed; and conducting required unit inspections.

3.2.1 Treatment of Income Determination and Inspection Costs. Pursuant to 24 CFR 92.209(a), the Subrecipient may also use HOME-ARP project funding for its project-specific soft costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants.

Alternatively, the costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants, in whole or to the extent they exceed the limit established herein, may be charged as an administrative cost, provided that in no case may a single item of cost be charged both as an administrative expense and as a project-related soft cost as provided for herein.

3.3. Reversion of Assets

Upon receipt of the final payment by the City under this Agreement and after payment by the Subrecipient of any final eligible costs under this Agreement, the Subrecipient must transfer to the City any remaining HOME-ARP funds on hand and any accounts receivable attributable to the use of HOME-ARP funds to the City.

3.4 Compliance with Other Federal Requirements.

Subrecipient must comply with all applicable federal requirements, including those listed in 24 CFR Part 92, Subpart H and 24 CFR Part 5, Subpart A, and the nondiscrimination requirements of section 282 of the Act, as amended. This includes, but is not limited to, compliance with:

3.4.1 Equal Opportunity and Fair Housing. In accordance with 24 CFR 92.351, no person shall on the ground of race, color, religion, sex, disability, familial status, national origin, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program activity funded in whole or in part from HOME funds. In addition, Subrecipient shall develop and operate the Program in accordance with the requirement contained in 24 CFR 5.105, including but not limited to the following requirements:

(a) The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958 B1963 Comp., P. 652 and 3 CFR 1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of 1964 (42 U.S. C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;

(b) The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S. C. 6101-07) and implementing Regulations at 24 CFR Part 146;

(c) The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S. C. 794) and implementing regulations at 24 CFR Part 8;

(d) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S. C. 1701u) and implementing regulations at 24 CFR Part 135;

(e) The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60;

(f) The requirements of 24 CFR 92.351, 2 CFR 200. 321, Executive Orders 11625, as amended, and 12432 (concerning Minority Business Enterprise), and 12138, as amended (concerning Women's Business Enterprise); and

(g) The requirements of 24 CFR 5.105(a)(2) requiring that HUD- assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibiting subrecipients, owners, developers, or their agents from inquiring about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity.

3.4.2 Lobbying Disclosure Requirements. In accordance with the requirements of 24 CFR Part 87, the Subrecipient certifies, to the best of its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such lower-tier parties shall certify and disclose accordingly; and

(d) Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3.4.3 Drug-Free Workplace. The drug-free workplace requirements of 2 CFR Part 2429 and City's Council Policy No. 100-5 attached hereto as Exhibit "C" and incorporated herein;

3.4.4 Debarred or Suspended Entities. By signing this Agreement, Subrecipient certifies that it is not presently listed by a federal agency as debarred, suspended, or proposed for debarment from any federal contract activity. If during the term of this Agreement this information changes, Subrecipient shall notify City without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment. Further, in carrying out its responsibilities hereunder, Subrecipient will not employ, contract with, or otherwise make use of subcontractors, service providers, Subrecipients, or any other party that is debarred, suspended, or proposed for debarment from any federal contract activity.

3.4.4 Environmental Review. While the City is responsible for environmental reviews and determinations under this Agreement, Subrecipient will cooperate and assist in documenting the environmental reviews and determinations under this Agreement, Subrecipient will cooperate and assist in documenting the environmental status of each assisted unit, including but not limited to the initial preparation of an *Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5* checklist. In no case will Subrecipient execute an agreement with respect to a specific unit to be assisted without notification from the City that the project is either exempt from environmental review or that needed reviews have been completed.

3.4.5 Lead Based Paint. Subrecipient will ensure that all assisted units in properties which were originally constructed prior to 1978 pass a visual assessment pursuant to the requirements of 24 CFR 35.

3.4.6 Conflict of Interest. Pursuant to 24 CFR 92.356, no employee, agent, Subrecipient, officer, or elected official or appointed official of the City or the Subrecipient, Individually know as a **“Covered Person,”** that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to HOME-ARP assisted activities, is eligible to receive HOME-ARP assistance under the Program or to have a financial interest or financial interest or financial benefit in any contrast, subcontract, or other agreement with respect to the HOME-ARP funded activities contemplated in this Agreement, or the proceeds from such activities. This provision shall apply to both Covered Persons and those with whom they have business or immediate, family ties, during their tenure with the City or Subrecipient or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), a child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person. In the event a Covered Person, or a person with whom the Covered Person has business or family ties, is otherwise eligible and applies to the Program, Subrecipient will immediately notify the City. City, in its sole discretion, may pursue an exception from HUD under the provisions of 24 CFR 92.356(d) to allow participation notwithstanding the conflict of interest. Only HUD may grant such an exception; neither the City nor the Subrecipient may grant such an exception on its own. Moreover, the City and Subrecipient shall comply with the conflict-of-interest requirements in 2 CFR 200.317 and 2 CFR 200.318 in the procurement of property and services.

3.4.7 Subrecipient Activities. Subrecipient will comply with the reasonable rate of compensation requirements in accordance with 24 CFR 92.358.

3.4.8 Faith-Based Organizations. Faith-based organizations are eligible to participate in the HOME-ARP program on the same basis as any other organization but must comply with the requirements of 24 CFR 5.109.

3.5. VAWA Regulations

The City and Subrecipient both acknowledge and agree that each are subject to the requirements of 24 CFR 92.359 and 24 CFR 5, Subpart L, which implements provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA). Subrecipient also agrees to follow and implement the applicable VAWA requirements required by 24 CFR 92.359(g), for all applicants to the Program, and all TBRA recipients for the period that tenant based rental assistance is provided. Moreover, the Subrecipient agrees that all leases that are approved by the Subrecipient shall contain a VAWA lease term/addendum, as described in 24 CFR 92.359(e).

3.6 Recordkeeping

Subrecipient shall maintain retained records of all its activities under this Agreement, including records on all persons served pursuant to this Agreement, and all required

Program records applicable to TBRA assistance that are described in 24 CFR 92.508. Representatives of the City, HUD (including HUD's Office of Inspector General), the Comptroller General of the United States (aka the U.S. Government Accountability Office or "GAO"), or their designees may examine any records or information accumulated pursuant to this Agreement. All confidential information shall be treated as such by all aforementioned City, HUD, or GAO representatives or designees. Subrecipient will maintain administrative and financial records as required by 24 CFR 92.508, applicable to the activities to be carried out under this Agreement, including but not necessarily limited to:

3.6.1 General Administrative and Financial Records.

(a) Information about contractors, vendors, and other service providers to include, but not necessarily be limited to, verification of non-department and suspension, verification of qualifications and experience, legally binding contracts and agreements, invoices and payment records, and related correspondence (see 24 CFR Part 23 and 2 CFR Part 2424);

(b) Financial information including, but not necessarily limited to, audits and related correspondence, accounting and financial records, indirect cost analyses, and internal controls and reconciliations;

(c) Financial records identifying the source and use of funds for each person assisted under the Program pursuant to this Agreement, as well as underlying documentation (e.g. timesheet records, invoices/receipts, proof of payment, etc.) for all costs charged to HOME-ARP;

(d) Records demonstrating compliance with the Uniform Administrative Requirements of 2 CFR 200, as applicable.

3.6.2 HOME-ARP Recipients Records. HOME-ARP recipient records in accordance with 24 CFR 92.508(a)(3) that demonstrate that each HOME-ARP assisted tenant met the requirements of the HOME-ARP program, including but not limited to:

(a) Full descriptions of each tenant or family assisted with Program funds, including the location (address of each unit) and the form of TBRA assistance;

(b) The source and application of funds for each HOME-ARP recipient, including supporting documentation in accordance with 2 CFR 200.302; and records to document the eligibility and permissibility of the HOME-ARP recipient's costs;

(c) Records, consistent with the Program Guidelines, demonstrating that each HOME-ARP recipient meets the Program's standards;

(d) Records demonstrating that each assisted recipient or family is income eligible in accordance with 24 CFR 92.203, as modified by Notice CPD-21-10, to the extent applicable;

(e) Copies of all agreements between the Subrecipient and HOME-ARP recipients.

3.6.3 Records of Other Federal Requirements. Other records that include documentation of compliance with other federal requirements in accordance with 24 CFR 92.508 that includes the following requirements to the extent applicable to the Program:

(a) Documentation of Subrecipient's efforts to affirmatively further fair housing, including both marketing efforts and records on the extent to which each racial and ethnic group and single-headed households (by gender of household head) applied for, participated in, or benefited from the Program;

(b) Records concerning lead-based paint in accordance with 24 CFR Part 35;

(c) Records related to compliance with the VAWA provisions of 24 CFR 92.359, including but not limited to evidence proper notices were provided to applicants and TBRA recipients and summaries of requests for VAWA protections and actions taken;

(d) Records supporting any requests for exceptions to the conflict of interest provisions in accordance with 24 CFR 92.356; and

(e) Records required by Notice CPD-21-10 for the waivers and suspensions used by the Program, to the extent applicable.

3.7 Record Retention

All Program records shall be maintained by the Subrecipient for a minimum of five (5) years beyond the final payment under this Agreement. Notwithstanding, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have commenced before the expiration of the retention periods outlined, such records must be retained until completion of the actions and resolution of all issues or the expiration of the retention period, whichever occurs later.

3.8 Reporting Requirements

The Subrecipient agrees to submit any and all reports required by the City or HUD within thirty (30) days of the City or HUD's request. Regular quarterly reports including updates on program implementation are due to the City within fifteen (15) days of the end of each quarter on October 15, January 15, April 15 and July 15 during the term of this Agreement. Using forms approved by the City, such reports may be submitted either in hard-copy or electronically, and will include information on the marketing and startup of the Program, number of applications received, challenges or concerns about implementation, and estimates of the timing of upcoming commitments and expenditures of HOME-ARP funds.

The City reserves the right to unilaterally alter, supplement, or otherwise modify the frequency, content, or form of delivery of required reports as needed to maintain adequate oversight of the Program, address changes to HOME-ARP regulations, or to address findings related to noncompliance by the Subrecipient.

SECTION 4: DEFAULT, DEMEDIES, AND TERMINATION

4.1. Default

The following are considered a default by the Subrecipient under this Agreement:

- (a) Subrecipient fails, in any manner, to fully perform and carry out any of the terms, covenants, and conditions of this Agreement;
- (b) Subrecipient refuses or fails to proceed with the work and tasks contemplated in this Agreement in accordance with such diligence as will ensure their completion within the time fixed by the schedule set forth in this Agreement;
- (c) Material noncompliance with any applicable HOME-ARP regulatory requirements in 24 CFR Part 92 or any other applicable federal requirements; or any applicable State or local law, regulation, ordinance, or requirement related to the Program; and
- (d) Dissolution or other termination of existence; insolvency; forfeiture of right to do business in the State of California or business failure; appointment of a receiver of any part of the Subrecipient's property; the calling of any meetings of, or the assignment for the benefit of, creditors of the Subrecipient; or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Subrecipient which are not dismissed within 60 days.

4.2. Remedies

In the event of default by Subrecipient hereunder, which is not cured within ten (10) days of the mailing of written notice by the City as described in Section 5.4., the City may seek any combination of the following remedies:

- (a) Suspend payments under this Agreement pending the correction of a default or deficiency;
- (b) Disallow part or all of any of the Program or cost hereunder which is not in compliance with this Agreement, the City's requirements, applicable federal requirements, or HOME-ARP regulations;
- (c) Suspend, in whole or part, this Agreement pending correction; or, following any cure period provided by the City, terminate this Agreement for cause as provided in 2 CFR 200.339;

(d) Recommend to HUD that it initiate suspension or debarment proceedings as authorized under 2 CFR Part 180;

(e) Take any other action available under 2 CFR 200.338;

(f) Require the repayment of previously disbursed HOME-ARP funds for questioned costs;

(g) Require Subrecipient to participate in training or technical assistance; and

(h) Make use of any other remedies that may be legally available to the City.

4.3 Termination for Convenience

In addition to any termination for cause provided herein, this Agreement may be terminated for convenience by the City upon ten (10) days written notice. In the event of termination under this section, Subrecipient shall suspend the collection of applications and execution of agreements with Program recipients following receipt of such notice. Subrecipient shall further provide final reporting and a final request for reimbursement within sixty (60) days of any termination under this section. Subrecipient will have no claim of payment or claim of benefit for any cancelled activities undertaken under this Agreement and shall not be entitled to, and hereby waives, all claims for lost profits and all other damages and expenses.

SECTION 5: ADDITIONAL PROVISIONS

5.1 Fees to Program Recipients Prohibited

Subrecipient is prohibited from charging application or other fees for the purpose of covering costs of administering the Program.

5.2. Notice

Except in the case of a notice of default, which must be delivered via mail or delivery service, the City may issue written notices as required or anticipated herein to the Subrecipient via email, mail, delivery service, or in person as may be appropriate. Notices delivered via mail or delivery service shall be deemed delivered two (2) days after being placed in the United States mail or delivery service, postage pre-paid, addressed to the Subrecipient as follows:

Stand UP for Kids
1055 El Camino Drive, Unit E
Costa Mesa, CA 92626
Attn: Justine Palmore

Notices due to the City shall be in writing and may be delivered via email, mail, delivery service, or in person as may be appropriate. Notwithstanding, a notice of default to the City must be delivered via certified mail with return receipt requested and shall be deemed delivered upon signature of the City's representative identified below. Notices to the CITY should be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Mikelle Daily, Grant Administrator

5.3 City Liability

The City shall have no liability except as specifically provided in this Agreement. The City, by execution of this Agreement assumes no liability for damages caused to persons or property by reason of Subrecipient providing goods or services herein or for injury to any employee, agent or subcontractor of the Subrecipient performing under this Agreement.

5.4 Indemnification

Subrecipient shall indemnify, defend and hold free and harmless City, its elected officials officers, employees, agents, and volunteers from and against any and all claims, demands, actions, suits or other legal proceedings brought against City, its elected officials, officers, employees, agents and volunteers, arising out of or relating to the performance of this Agreement by Subrecipient, its officers, employees, agents, volunteers and/or subcontractors.

Subrecipient shall further indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, suits, actions or proceedings arising from or relating to any failure of Subrecipient to comply with any applicable laws or regulations.

5.5 Insurance

5.5.1 Minimum Scope and Limits of Insurance. Subrecipient 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 and One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such

insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

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

(c) Workers' compensation insurance as required by the State of California. Subrecipient 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 Subrecipient for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional error 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. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Subrecipient 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.

5.5.2 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 Subrecipient pursuant to its contract with the City; products and completed operations of the Subrecipient; premises owned, occupied or used by the Subrecipient; automobiles owned, leased, hired, or borrowed by the Subrecipient."

(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 Subrecipient'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 Subrecipient'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.

5.5.3 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 name insured can satisfy any such deductible or self-insured retention.

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

5.5.5 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 Subrecipient may be held responsible for payments of damages to persons or property.

5.8 Compliance with all Laws

Subrecipient shall comply with all applicable federal, state and local laws and regulations in the performance of this Agreement and shall keep in effect any and all licenses, permits, notices and certificates as are required thereby. Subrecipient shall further comply 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.

5.9 Independence of Subrecipient

Nothing in this Agreement shall be deemed or construed to represent that Subrecipient, or any of Subrecipient's employees or agents, are the agents, representatives, or employees of the City. Subrecipient acknowledges that it is an independent contractor in its performance under this Agreement. Anything in this Agreement that provides the City with the right to direct Subrecipient in its performance of its obligations under this Agreement is solely for purposes of compliance with local, state and federal regulations.

5.10 Binding Effect; Assignment

This Agreement is binding on the City and Subrecipient, and their respective successors and assigns. Subrecipient shall not assign or transfer its interest in this Agreement without the prior written approval of the City which shall be in the City's sole and exclusive discretion.

5.11 Amendments

This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties. Notwithstanding, in the event that (i) HUD imposes new or modified requirements in the HOME-ARP Program through regulation, administrative notice, publication, or other notice, or (ii) HUD specifically identifies violations of HOME-ARP program requirements pertaining to this Agreement or the Program undertaken hereunder, Subrecipient agrees to comply with any new or modified requirements to ensure this Agreement and the activities hereunder remain in or are brought into compliance with such requirements. The City shall provide prompt notice to the Subrecipient of any such modifications. Subrecipient further agrees to execute an amendment to modify the terms of this Agreement in such manner as necessary to formally reflect and implement new HOME requirements or correct identified deficiencies.

5.12 Interpretation; Entire Agreement

This Agreement is the sole agreement between the two parties, and no prior or subsequent discussions, negotiations, or agreements, whether verbally or in writing, shall be merged with this Agreement. Any questions or dispute regarding the interpretation of the terms of this Agreement shall be decided by the City. The City's decision on any dispute under this Agreement, which shall be decided by the City. The City's decision on any dispute under this Agreement, which shall be furnished in a manner of its choosing, shall be final and binding. In the event of a conflict between this Agreement and/or any regulatory requirements, the regulatory requirements control and the City reserves the right to resolve the conflict and determine the Subrecipient's compliance with such provisions.

5.13. Applicable Law

This Agreement shall be construed and interpreted in accordance with California law. In the event of legal action resulting from a dispute hereunder, the parties agree that the State and Federal courts of the State of California shall have jurisdiction and that the proper forum for such action shall be in Orange County, California.

5.14 Headings & Pronouns

The headings in this Agreement are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine, or neutral gender, shall include all other genders, and singular nouns used herein shall include the plural and vice versa.

5.15 Construction

The parties have participated jointly in the negotiation and drafting of this Agreement and have 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.

5.16 Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

5.17 Signature Authority

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

[Signature page follows.]

IN WITNESS WHEREOF, the City and Subrecipient have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

SUBRECIPIENT

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 PURCHASING:

Carol Molina
Finance Director

Date: _____

**CITY OF COSTA MESA
SUBRECIPIENT AGREEMENT
WITH TRELLIS INTERNATIONAL
FOR HOUSING RELATED SPECIAL SERVICES
FOR QUALIFYING POPULATIONS – TRANSPORTATION
SERVICES HOUSING SUPPORT (WRAP AROUND SERVICES)**

THIS SUBRECIPIENT AGREEMENT (the “Agreement”) is made and entered into as of July 1st, 2023 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation of the State of California whose business address is 77 Fair Drive, Costa Mesa, California 92626 (the “City”) and TRELLIS INTERNATIONAL, a California nonprofit corporations (the “Subrecipient”).

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (“ARPA”); and

WHEREAS, to address the need for homelessness assistance and supportive services, \$5 billion in federal ARPA funds were appropriated and administered through the federal HOME Investment Partnerships Program (“HOME”); and

WHEREAS, on September 13, 2021, HUD published Notice CPD-21-10 entitled, “Requirements for the Use of Funds in the HOME-American Rescue Plan Program which establishes the requirements for the use of HOME-ARP funds (the “Notice CPD-21-10”) ; and

WHEREAS, on April 8, 2021, the US Department of Housing and Urban Development (“HUD”) allocated funds to grantees using the HOME formula established in 24 CFR 92.5 and 92.60; and

WHEREAS, City was allocated \$1,816.742.00 (“HOME-ARP Funds”) for housing related supported services for qualifying populations; and

WHEREAS, the City seeks to address the needs and gaps identified in the City’s HOME-ARP Allocation Plan approved by HUD on January 23, 2023; and

WHEREAS, supportive services are identified as one of four activities eligible for HOME-ARP funding including: (1) services identified in section 401(29) of the McKinney Vento Homeless Assistance Act (42 USC 11360(29), (2) homelessness prevention services, and (3) housing counseling services.

WHEREAS, the Costa Mesa City Council has authorized the award of HOME-ARP funds to Subrecipient for the purpose of providing help to vulnerable populations re-engage and develop skills, relationships, and habits to allow transition back to work and address mental health and substance abuse issues and supporting transportation services (“Program”).

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, the City and Subrecipient agree, for themselves and for their respective successors and assigns as follows:

SECTION 1: GENERAL PROGRAM DESCRIPTION; ROLES & RESPONSIBILITIES

1.1 Program Description.

As further described herein and in the City's Scope of Work, attached hereto as Exhibit "A," and Subrecipient's Proposal, attached hereto as Exhibit "B," both of which are incorporated herein, the goal of the Program is to provide housing related supportive services to qualifying populations who are current residents of Costa Mesa, or who have strong community ties to Costa Mesa to attain safe, stable, and sanitary housing in order to prevent homelessness or housing insecurity.

1.2 City Role & Responsibilities

The City is responsible to HUD for the oversight of the Program and compliance with applicable federal requirements, including the HOME requirements outlined in 24 CFR Part 92. This will include, but not be limited to, the following:

1.2.1 Program Design. Furnishing the Subrecipient with the Scope of Work and any other Program requirements, including any future changes to HOME regulations or HOME Program guidance issued by HUD;

1.2.2 Environmental Review. Completing necessary environmental reviews and/or determinations pursuant to 24 CFR 92.352 and 24 CFR 58;

1.2.3 IDIS Setup, Drawdown, and Completion. Entering project setup, drawdown, and completion information along with associated reporting in HUD's Integrated Disbursement and Information System ("IDIS"); and

1.2.4 Subrecipient Monitoring. Completing remote and on-site monitoring reviews of the Subrecipient's operation of the program.

1.3 Subrecipient Role and Responsibilities

Subrecipient is responsible for the implementation of the Program, including interaction with applicants to the Program and program recipients. In all cases, Subrecipient will implement the Program in compliance with the City's requirements and all applicable federal requirements including Notice CPD-21-10. In no case will the Subrecipient be considered the "responsible entity" for environmental reviews required under 24 CFR 58. In this role Subrecipient will:

1.3.1 Marketing. Market and advertise the Program pursuant to the HUD's Affirmative Fair Housing Marketing Plan and in accordance with the requirements in 24

CFR 92.351, including the requirements to: (i) identify those portions of the population of the City that are least likely to apply, (ii) establish specific marketing actions (e.g. advertising in specialty publications, native languages, etc.) intended to reach such populations, and (iii) maintain records of the results of such activities;

1.3.2 Application Intake. Develop needed application materials and establish and implement an application process in accordance with the City's requirements;

1.3.3 Screening. Review individual applications, including income determinations, in accordance with the City's requirements and the HOME requirements in 24 CFR Part 92 to establish applicant's eligibility for the Program and notify applicants of their status.

1.3.4 Program Orientation. Provide individual orientations to recipients and participants explaining the Program requirements

1.3.5 Inspections. Where applicable, inspect units to ensure that such units meet the Program's property standards, including but not limited to conducting visual assessments of potential lead-based paint hazards in any properties constructed prior to 1978 in accordance with 24 CFR Part 35;

1.3.6 Program Policies. Apply the City's requirements identified in the Scope of Work, including any updates thereto provided by the City pursuant to the notice provisions in Section 5.2 of this Agreement, ensuring that individual awards meet all HOME and Program requirements; and

1.3.7 Management of Program Recipient and Property Participants. Address questions, concerns, or disputes between program recipients and property participants (landlords), provide clarifications of the City's requirements, federal requirements, and HOME requirements, and otherwise work with program recipients and other participants to ensure effective and compliant delivery of assistance.

SECTION 2: USE AND DISBURSEMENT OF HOME FUNDS

2.1 HOME-ARP Award

As part of this Agreement, the City is providing up to a maximum of \$29,640.00 in HOME-ARP funding for program and administrative expenses as identified in the Scope of Work for FY 2023-24. In the event the term is extended, the City shall provide up to a maximum of \$87,952.00 in annual HOME-ARP funding. HOME-ARP funding shall be used for the Program more specifically described in Section 1.1, in accordance with federal requirements, this Agreement, and the City's requirements, to the extent applicable.

2.2 Term

The term of this Agreement shall begin upon July 1, 2023 and continue for a period of one (1) year ending on June 30, 2024. The term of the Agreement may be extended up to four (4) one (1) year renewal terms upon mutual written agreement of the parties, subject to the availability and/or allocation of HOME-ARP funds for the Program. Upon expiration of this Agreement, the Subrecipient shall have thirty (30) days to make the final requests for reimbursement. The recordkeeping and reporting requirements of Sections 3.6 and 3.8 respectively, remain in effect in accordance with the terms of those sections.

2.3 Anticipated Productions

The City and Subrecipient anticipate at least 100 eligible unique individuals or families will receive assistance under this Agreement.

2.4 Project Completion Deadlines

The Subrecipient must provide the City with all necessary project information (i.e. specific recipient information) for entry into IDIS within sixty (60) days of the last payment made pursuant to this Agreement.

2.5 Program Income

City and Subrecipient acknowledge and agree that the design of Program does not anticipate the receipt of "**Program Income**," as defined in 24 CFR 92.2, by the Subrecipient. Notwithstanding, in the event that any Program Income is received by the Subrecipient, Subrecipient will promptly remit same to the City.

2.6 Disbursement of Funds

Subrecipient must remit disbursement requests (or, in the case where no reimbursement is due, a report explaining inactivity) at least quarterly and may request payments no more than once per month. In all cases, Subrecipient is prohibited from requesting HOME-ARP funds from the City until such funds are needed to pay HOME-ARP eligible costs. Requests for disbursements are limited to the amount needed at the time of such request.

2.6.1 Reimbursement Basis. The City will provide HOME-ARP funds to the Subrecipient for Program costs on a quarterly basis subject to, and upon receipt and approval of, (i) an original invoice and (ii) true copies of other receipts, agreements, or other documentation supporting and evidencing how the HOME-ARP funds have been expended during the applicable quarter. Funds will be provided on a reimbursement basis only.

2.6.2 Project Costs. To request payment of allowable costs (i.e., rental or utility assistance), Subrecipient shall submit copies of records demonstrating payment by the subrecipient (e.g. copies of checks).

All requests for project specific soft costs must be supported by (i) time-sheet documentation for any costs associated with Subrecipient staff, (ii) invoices for any third-party costs, and/or (iii) other source documentation (e.g. receipts and mileage logs for travel expenses, etc.)

2.6.3 Administrative Costs. Administrative costs of the Program are eligible only under general management oversight and coordination at 24 CFR 92.207(a), except that the costs of inspecting the housing and determining the income eligibility of the family are eligible as costs of the Program. Requests for payment of eligible administrative costs must be supported by time-sheet documentation for any costs associated with Subrecipient staff, invoices for any third-party costs, and/or similar documentation. Any travel expenses charged (e.g. mileage, per diems, etc.) must be consistent with the travel requirements listed in 2 CFR 200.474.

2.6.4 Final Payment. Subrecipient shall submit a final payment request no later than thirty (30) days following the end of the Term of this Agreement, consistent with Section 2.2 of this Agreement.

SECTION 3: ADMINISTRATIVE AND PROGRAM REQUIREMENTS

3.1 Applicability of Uniform Administrative Requirements

In performing under this Agreement, the requirements of 2 CFR Part 200 apply to the Subrecipient, except for the following provisions: § 200.306, § 200.307, § 200.311 (except as provided in 24 CFR 92.257), § 200.312, § 200.329, § 200.333, and § 200.334. The provisions of 2 CFR 200.305 apply as modified by 24 CFR 92.502(c). If there is a conflict between definitions in 2 CFR 200 and 24 CFR Part 92, the definitions in 24 CFR Part 92 govern. While not intended to be an exhaustive list, Subrecipient acknowledges that the requirements of 2 CFR 200 include, inter alia, compliance with:

3.1.1 Procurement. Standards and procedures consistent with 2 CFR 200.318 through 200.326 related to the procurement of property or services with HOME-ARP funds.

3.1.2 Audit. The requirement under 2 CFR 200.501 that the Subrecipient must obtain a single-or program-specific audit if, during any given Subrecipient fiscal year, Subrecipient expends more than \$750,000 in federal funds; and

3.1.3 Cost Principles. The cost principles included in 2 CFR 200 Subpart F, including that any costs charged to HOME-ARP be supported by adequate documentation, allocable to the program, necessary, and reasonable.

3.2 Administrative Funding

Subject to any funding limit provided in Section 2.1, Subrecipient may use HOME-ARP funds for administrative expenses associated with operating the Program. Eligible

administrative costs include costs associated with activities described in the general management oversight and coordination requirements at 24 CFR 92.207(a) to the extent that such activities are allowable under this Agreement. These include, but may not be limited to, costs associated with coordinating and overseeing the Program; advertising and promoting the Program, including affirmatively marketing the Program pursuant to the requirements of 24 CFR 92.351; maintaining appropriate Program records, including financial records, and submitting progress, financial, and other reporting to the City, taking applications, conducting intake interviews, and otherwise processing applications that do not proceed; and conducting required unit inspections.

3.2.1 Treatment of Income Determination and Inspection Costs. Pursuant to 24 CFR 92.209(a), the Subrecipient may also use HOME-ARP project funding for its project-specific soft costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants.

Alternatively, the costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants, in whole or to the extent they exceed the limit established herein, may be charged as an administrative cost, provided that in no case may a single item of cost be charged both as an administrative expense and as a project-related soft cost as provided for herein.

3.3. Reversion of Assets

Upon receipt of the final payment by the City under this Agreement and after payment by the Subrecipient of any final eligible costs under this Agreement, the Subrecipient must transfer to the City any remaining HOME-ARP funds on hand and any accounts receivable attributable to the use of HOME-ARP funds to the City.

3.4 Compliance with Other Federal Requirements.

Subrecipient must comply with all applicable federal requirements, including those listed in 24 CFR Part 92, Subpart H and 24 CFR Part 5, Subpart A, and the nondiscrimination requirements of section 282 of the Act, as amended. This includes, but is not limited to, compliance with:

3.4.1 Equal Opportunity and Fair Housing. In accordance with 24 CFR 92.351, no person shall on the ground of race, color, religion, sex, disability, familial status, national origin, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program activity funded in whole or in part from HOME funds. In addition, Subrecipient shall develop and operate the Program in accordance with the requirement contained in 24 CFR 5.105, including but not limited to the following requirements:

(a) The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958 B1963 Comp., P. 652 and 3 CFR 1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of 1964 (42 U.S. C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;

(b) The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S. C. 6101-07) and implementing Regulations at 24 CFR Part 146;

(c) The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S. C. 794) and implementing regulations at 24 CFR Part 8;

(d) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S. C. 1701u) and implementing regulations at 24 CFR Part 135;

(e) The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60;

(f) The requirements of 24 CFR 92.351, 2 CFR 200. 321, Executive Orders 11625, as amended, and 12432 (concerning Minority Business Enterprise), and 12138, as amended (concerning Women's Business Enterprise); and

(g) The requirements of 24 CFR 5.105(a)(2) requiring that HUD- assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibiting subrecipients, owners, developers, or their agents from inquiring about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity.

3.4.2 Lobbying Disclosure Requirements. In accordance with the requirements of 24 CFR Part 87, the Subrecipient certifies, to the best of its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such lower-tier parties shall certify and disclose accordingly; and

(d) Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3.4.3 Drug-Free Workplace. The drug-free workplace requirements of 2 CFR Part 2429 and City's Council Policy No. 100-5 attached hereto as Exhibit "C" and incorporated herein;

3.4.4 Debarred or Suspended Entities. By signing this Agreement, Subrecipient certifies that it is not presently listed by a federal agency as debarred, suspended, or proposed for debarment from any federal contract activity. If during the term of this Agreement this information changes, Subrecipient shall notify City without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed department. Further, in carrying out its responsibilities hereunder, Subrecipient will not employ, contract with, or otherwise make use of subcontractors, service providers, Subrecipients, or any other party that is debarred, suspended, or proposed for debarment from any federal contract activity.

3.4.4 Environmental Review. While the City is responsible for environmental reviews and determinations under this Agreement, Subrecipient will cooperate and assist in documenting the environmental reviews and determinations under this Agreement, Subrecipient will cooperate and assist in documenting the environmental status of each assisted unit, including but not limited to the initial preparation of an *Environmental Review for Activity/Project that is Exempt of Categorically Excluded Not Subject to Section 58.5* checklist. In no case will Subrecipient execute an agreement with respect to a specific unit to be assisted without notification from the City that the project is either exempt from environmental review or that needed reviews have been completed.

3.4.5 Lead Based Paint. Subrecipient will ensure that all assisted units in properties which were originally constructed prior to 1978 pass a visual assessment pursuant to the requirements of 24 CFR 35.

3.4.6 Conflict of Interest. Pursuant to 24 CFR 92.356, no employee, agent, Subrecipient, officer, or elected official or appointed official of the City or the Subrecipient, Individually know as a “**Covered Person**,” that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to HOME-ARP assisted activities, is eligible to receive HOME-ARP assistance under the Program or to have a financial interest or financial interest or financial benefit in any contract, subcontract, or other agreement with respect to the HOME-ARP funded activities contemplated in this Agreement, or the proceeds from such activities. This provision shall apply to both Covered Persons and those with whom they have business or immediate, family ties, during their tenure with the City or Subrecipient or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), a child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person. In the event a Covered Person, or a person with whom the Covered Person has business or family ties, is otherwise eligible and applies to the Program, Subrecipient will immediately notify the City. City, in its sole discretion, may pursue an exception from HUD under the provisions of 24 CFR 92.356(d) to allow participation notwithstanding the conflict of interest. Only HUD may grant such an exception; neither the City nor the Subrecipient may grant such an exception on its own. Moreover, the City and Subrecipient shall comply with the conflict-of-interest requirements in 2 CFR 200.317 and 2 CFR 200.318 in the procurement of property and services.

3.4.7 Subrecipient Activities. Subrecipient will comply with the reasonable rate of compensation requirements in accordance with 24 CFR 92.358.

3.4.8 Faith-Based Organizations. Faith-based organizations are eligible to participate in the HOME-ARP program on the same basis as any other organization but must comply with the requirements of 24 CFR 5.109.

3.5. VAWA Regulations

The City and Subrecipient both acknowledge and agree that each are subject to the requirements of 24 CFR 92.359 and 24 CFR 5, Subpart L, which implements provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA). Subrecipient also agrees to follow and implement the applicable VAWA requirements required by 24 CFR 92.359(g), for all applicants to the Program, and all TBRA recipients for the period that tenant based rental assistance is provided. Moreover, the Subrecipient agrees that all leases that are approved by the Subrecipient shall contain a VAWA lease term/addendum, as described in 24 CFR 92.359(e).

3.6 Recordkeeping

Subrecipient shall maintain detailed records of all its activities under this Agreement, including records on all persons served pursuant to this Agreement, and all required Program records applicable to TBRA assistance that are described in 24 CFR 92.508.

Representatives of the City, HUD (including HUD's Office of Inspector General), the Comptroller General of the United States (aka the U.S. Government Accountability Office or "**GAO**"), or their designees may examine any records or information accumulated pursuant to this Agreement. All confidential information shall be treated as such by all aforementioned City, HUD, or GAO representatives or designees. Subrecipient will maintain administrative and financial records as required by 24 CFR 92.508, applicable to the activities to be carried out under this Agreement, including but not necessarily limited to:

3.6.1 General Administrative and Financial Records.

(a) Information about contractors, vendors, and other service providers to include, but not necessarily be limited to, verification of non-department and suspension, verification of qualifications and experience, legally binding contracts and agreements, invoices and payment records, and related correspondence (see 24 CFR Part 23 and 2 CFR Part 2424);

(b) Financial information including, but not necessarily limited to, audits and related correspondence, accounting and financial records, indirect cost analyses, and internal controls and reconciliations;

(c) Financial records identifying the source and use of funds for each person assisted under the Program pursuant to this Agreement, as well as underlying documentation (e.g. timesheet records, invoices/receipts, proof of payment, etc.) for all costs charged to HOME-ARP;

(d) Records demonstrating compliance with the Uniform Administrative Requirements of 2 CFR 200, as applicable.

3.6.2 HOME-ARP Recipients Records. HOME-ARP recipient records in accordance with 24 CFR 92.508(a)(3) that demonstrate that each HOME-ARP assisted tenant met the requirements of the HOME-ARP program, including but not limited to:

(a) Full descriptions of each tenant or family assisted with Program funds, including the location (address of each unit) and the form of TBRA assistance;

(b) The source and application of funds for each HOME-ARP recipient, including supporting documentation in accordance with 2 CFR 200.302; and records to document the eligibility and permissibility of the HOME-ARP recipient's costs;

(c) Records, consistent with the Program Guidelines, demonstrating that each HOME-ARP recipient meets the Program's standards;

(d) Records demonstrating that each assisted recipient or family is income eligible in accordance with 24 CFR 92.203, as modified by Notice CPD-21-10, to the extent applicable;

(e) Copies of all agreements between the Subrecipient and HOME-ARP recipients.

3.6.3 Records of Other Federal Requirements. Other records that include documentation of compliance with other federal requirements in accordance with 24 CFR 92.508 that includes the following requirements to the extent applicable to the Program:

(a) Documentation of Subrecipient's efforts to affirmatively further fair housing, including both marketing efforts and records on the extent to which each racial and ethnic group and single-headed households (by gender of household head) applied for, participated in, or benefited from the Program;

(b) Records concerning lead-based paint in accordance with 24 CFR Part 35;

(c) Records related to compliance with the VAWA provisions of 24 CFR 92.359, including but not limited to evidence proper notices were provided to applicants and TBRA recipients and summaries of requests for VAWA protections and actions taken;

(d) Records supporting any requests for exceptions to the conflict of interest provisions in accordance with 24 CFR 92.356; and

(e) Records required by Notice CPD-21-10 for the waivers and suspensions used by the Program, to the extent applicable.

3.7 Record Retention

All Program records shall be maintained by the Subrecipient for a minimum of five (5) years beyond the final payment under this Agreement. Notwithstanding, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have commenced before the expiration of the retention periods outlined, such records must be retained until completion of the actions and resolution of all issues or the expiration of the retention period, whichever occurs later.

3.8 Reporting Requirements

The Subrecipient agrees to submit any and all reports required by the City or HUD within thirty (30) days of the City or HUD's request. Regular quarterly reports including updates on program implementation are due to the City within fifteen (15) days of the end of each quarter on October 15, January 15, April 15 and July 15 during the term of this Agreement. Using forms approved by the City, such reports may be submitted either in hard-copy or electronically, and will include information on the marketing and startup of the Program, number of applications received, challenges or concerns about implementation, and estimates of the timing of upcoming commitments and expenditures of HOME-ARP funds.

The City reserves the right to unilaterally alter, supplement, or otherwise modify the frequency, content, or form of delivery of required reports as needed to maintain adequate

oversight of the Program, address changes to HOME-ARP regulations, or to address findings related to noncompliance by the Subrecipient.

SECTION 4: DEFAULT, DEMEDIES, AND TERMINATION

4.1. Default

The following are considered a default by the Subrecipient under this Agreement:

- (a) Subrecipient fails, in any manner, to fully perform and carry out any of the terms, covenants, and conditions of this Agreement;
- (b) Subrecipient refuses or fails to proceed with the work and tasks contemplated in this Agreement in accordance with such diligence as will ensure their completion within the time fixed by the schedule set forth in this Agreement;
- (c) Material noncompliance with any applicable HOME-ARP regulatory requirements in 24 CFR Part 92 or any other applicable federal requirements; or any applicable State or local law, regulation, ordinance, or requirement related to the Program; and
- (d) Dissolution or other termination of existence; insolvency; forfeiture of right to do business in the State of California or business failure; appointment of a receiver of any part of the Subrecipient's property; the calling of any meetings of, or the assignment for the benefit of, creditors of the Subrecipient; or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Subrecipient which are not dismissed within 60 days.

4.2. Remedies

In the event of default by Subrecipient hereunder, which is not cured within ten (10) days of the mailing of written notice by the City as described in Section 5.4., the City may seek any combination of the following remedies:

- (a) Suspend payments under this Agreement pending the correction of a default or deficiency;
- (b) Disallow part or all of any of the Program or cost hereunder which is not in compliance with this Agreement, the City's requirements, applicable federal requirements, or HOME-ARP regulations;
- (c) Suspend, in whole or part, this Agreement pending correction; or, following any cure period provided by the City, terminate this Agreement for cause as provided in 2 CFR 200.339;

(d) Recommend to HUD that it initiate suspension or debarment proceedings as authorized under 2 CFR Part 180;

(e) Take any other action available under 2 CFR 200.338;

(f) Require the repayment of previously disbursed HOME-ARP funds for questioned costs;

(g) Require Subrecipient to participate in training or technical assistance; and

(h) Make use of any other remedies that may be legally available to the City.

4.3 Termination for Convenience

In addition to any termination for cause provided herein, this Agreement may be terminated for convenience by the City upon ten (10) days written notice. In the event of termination under this section, Subrecipient shall suspend the collection of applications and execution of agreements with Program recipients following receipt of such notice. Subrecipient shall further provide final reporting and a final request for reimbursement within sixty (60) days of any termination under this section. Subrecipient will have no claim of payment or claim of benefit for any cancelled activities undertaken under this Agreement and shall not be entitled to, and hereby waives, all claims for lost profits and all other damages and expenses.

SECTION 5: ADDITIONAL PROVISIONS

5.1 Fees to Program Recipients Prohibited

Subrecipient is prohibited from charging application or other fees for the purpose of covering costs of administering the Program.

5.2. Notice

Except in the case of a notice of default, which must be delivered via mail or delivery service, the City may issue written notices as required or anticipated herein to the Subrecipient via email, mail, delivery service, or in person as may be appropriate. Notices delivered via mail or delivery service shall be deemed delivered two (2) days after being placed in the United States mail or delivery service, postage pre-paid, addressed to the Subrecipient as follows:

Trellis International
711 W. 17th Street, Unit E-5
Costa Mesa, CA 92627
Attn: Ian Stevenson

Notices due to the City shall be in writing and may be delivered via email, mail, delivery service, or in person as may be appropriate. Notwithstanding, a notice of default to the City must be delivered via certified mail with return receipt requested and shall be deemed delivered upon signature of the City's representative identified below. Notices to the CITY should be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Mikelle Daily, Grant Administrator

5.3 City Liability

The City shall have no liability except as specifically provided in this Agreement. The City, by execution of this Agreement assumes no liability for damages caused to persons or property by reason of Subrecipient providing goods or services herein or for injury to any employee, agent or subcontractor of the Subrecipient performing under this Agreement.

5.4 Indemnification

Subrecipient shall indemnify, defend and hold free and harmless City, its elected officials officers, employees, agents, and volunteers from and against any and all claims, demands, actions, suits or other legal proceedings brought against City, its elected officials, officers, employees, agents and volunteers, arising out of or relating to the performance of this Agreement by Subrecipient, its officers, employees, agents, volunteers and/or subcontractors.

Subrecipient shall further indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, suits, actions or proceedings arising from or relating to any failure of Subrecipient to comply with any applicable laws or regulations.

5.5 Insurance

5.5.1 Minimum Scope and Limits of Insurance. Subrecipient 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 and One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

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

(c) Workers' compensation insurance as required by the State of California. Subrecipient 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 Subrecipient for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional error 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. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Subrecipient 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.

5.5.2 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 Subrecipient pursuant to its contract with the City; products and completed operations of the Subrecipient; premises owned, occupied or used by the Subrecipient; automobiles owned, leased, hired, or borrowed by the Subrecipient."

(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 Subrecipient'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 Subrecipient'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.

5.5.3 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 name insured can satisfy any such deductible or self-insured retention.

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

5.5.5 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 Subrecipient may be held responsible for payments of damages to persons or property.

5.8 Compliance with all Laws

Subrecipient shall comply with all applicable federal, state and local laws and regulations in the performance of this Agreement and shall keep in effect any and all licenses, permits, notices and certificates as are required thereby. Subrecipient shall further comply 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.

5.9 Independence of Subrecipient

Nothing in this Agreement shall be deemed or construed to represent that Subrecipient, or any of Subrecipient's employees or agents, are the agents, representatives, or employees of the City. Subrecipient acknowledges that it is an independent contractor in its performance under this Agreement. Anything in this Agreement that provides the City with the right to direct Subrecipient in its performance of its obligations under this Agreement is solely for purposes of compliance with local, state and federal regulations.

5.10 Binding Effect; Assignment

This Agreement is binding on the City and Subrecipient, and their respective successors and assigns. Subrecipient shall not assign or transfer its interest in this Agreement without the prior written approval of the City which shall be in the City's sole and exclusive discretion.

5.11 Amendments

This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties. Notwithstanding, in the event that (i) HUD imposes new or modified requirements in the HOME-ARP Program through regulation, administrative notice, publication, or other notice, or (ii) HUD specifically identifies violations of HOME-ARP program requirements pertaining to this Agreement or the Program undertaken hereunder, Subrecipient agrees to comply with any new or modified requirements to ensure this Agreement and the activities hereunder remain in or are brought into compliance with such requirements. The City shall provide prompt notice to the Subrecipient of any such modifications. Subrecipient further agrees to execute an amendment to modify the terms of this Agreement in such manner as necessary to formally reflect and implement new HOME requirements or correct identified deficiencies.

5.12 Interpretation; Entire Agreement

This Agreement is the sole agreement between the two parties, and no prior or subsequent discussions, negotiations, or agreements, whether verbally or in writing, shall be merged with this Agreement. Any questions or dispute regarding the interpretation of the terms of this Agreement shall be decided by the City. The City's decision on any dispute under this Agreement, which shall be decided by the City. The City's decision on any dispute under this Agreement, which shall be furnished in a manner of its choosing, shall be final and binding. In the event of a conflict between this Agreement and/or any regulatory requirements, the regulatory requirements control and the City reserves the right to resolve the conflict and determine the Subrecipient's compliance with such provisions.

5.13. Applicable Law

This Agreement shall be construed and interpreted in accordance with California law. In the event of legal action resulting from a dispute hereunder, the parties agree that the State and Federal courts of the State of California shall have jurisdiction and that the proper forum for such action shall be in Orange County, California.

5.14 Headings & Pronouns

The headings in this Agreement are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine, or neutral gender, shall include all other genders, and singular nouns used herein shall include the plural and vice versa.

5.15 Construction

The parties have participated jointly in the negotiation and drafting of this Agreement and have 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.

5.16 Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

5.17 Signature Authority

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

[Signature page follows.]

IN WITNESS WHEREOF, the City and Subrecipient have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

SUBRECIPIENT

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 PURCHASING:

Carol Molina
Finance Director

Date: _____

**AMENDMENT NUMBER FOUR
TO 2020-2021 SUBRECIPIENT AGREEMENT
AMONG THE CITY OF COSTA MESA, AS GRANTEE UNDER THE
COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS PROGRAM,
THE COSTA MESA HOUSING AUTHORITY AND MERCY HOUSE LIVING CENTERS**

This Amendment Number Four ("Amendment") is made and entered into this 20th day of June 2022 ("Effective Date"), by and among the CITY OF COSTA MESA ("CITY"), a municipal corporation and a grantee under the U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant-Coronavirus ("CDBG-CV") Program (Catalog of Federal Domestic Assistance Number 14-218; Grant No: B-20- MW-06-0503), the COSTA MESA HOUSING AUTHORITY, a public body corporate and politic ("AUTHORITY"), and MERCY HOUSE LIVING CENTERS, a nonprofit corporation ("SUBRECIPIENT"). CITY and AUTHORITY are collectively referred to herein as "CITY."

WHEREAS, CITY and SUBRECIPIENT entered into an agreement dated October 6, 2020 for SUBRECIPIENT to provide shelter, supportive services and housing navigation services for homeless men and women (the "Agreement"); and

WHEREAS, CITY and SUBRECIPIENT entered into an Amendment One dated June 15, 2021 to amend the use of CDBG-CV funds and extend the term through June 30, 2022 (the "Amendment One"); and

WHEREAS, CITY and SUBRECIPIENT entered into an Amendment Two dated June 21, 2022 to amend the Agreement term to expire on June 30, 2023 and to increase the amount of Community Development Block Grant-Coronavirus ("CDBG-CV") funds to \$392,633.00; and

WHEREAS, CITY and SUBRECIPIENT entered into an Amendment Three dated November 9, 2022, to amend the Agreement to extend the term through December 31, 2023, expand the Scope of Services, and increase SUBRECIPIENT'S compensation accordingly; and

WHEREAS, City and Consultant now desire to further extend the term, through December 31, 2024 and to provide compensation accordingly; and

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the Agreement shall be extended through December 31, 2024.
2. Section 4 of the Agreement shall be amended to increase Consultants total compensation by One Million Fifty Thousand Dollars (\$1,050,000.00). Commencing on the Effective Date of this Amendment, Consultant's total compensation, inclusive of the Agreement and all amendment thereto, shall not exceed One Million Five Hundred Fifty Dollars (\$1,550,000.00).
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.

4. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
5. This Amendment 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.

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

CONSULTANT

Signature

Name and Title

Date: _____

CITY OF COSTA MESA

John Stevens
Mayor
ATTEST:

Date: _____

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:

Lori Karaguezian
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Lori Ann Farrell Harrison
City Manager

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
SCOPE OF SERVICES

City of Costa Mesa ARPA Rental Assistance Program

SCOPE OF WORK

Program Overview

The City of Costa Mesa (City) is seeking the services of an experienced local non-profit and/or consultant (Program Administrator) to implement and administer the American Rescue Plan Act (ARPA) Rental Assistance Program (Program). The purpose of the Program is to provide very-low income Costa Mesa residents with financial assistance to maintain housing at-risk of being lost or secure permanent housing for those experiencing homelessness.

Program Administrator Requirements

Program Administrator shall manage the application, verification, payment and reporting for the Program as follows:

- Provide technical assistance to individuals applying for rental assistance.
- Determine applicant eligibility and complete intake documentation.
- Determine maximum allowable rent payment per the Orange County Housing Authority (OCHA) Payment Standards (City to provide).
- Distribute rental assistance payments to landlords. Payments will be made in the form of grants payable to the landlord/property owner for a maximum term of six (6) months.
- Distribute rental arrears payments (as applicable) to landlords. Rental arrears payment will be made in the form of a grant to the landlord/property owner for a maximum of six (6) months of past-due rent. Rental arrears payments do not count toward the maximum term of rental assistance payments.
- Assess applicant eligibility and amount of assistance required based on evaluation of family or individual's financial need. Participating households shall earn no more than 50% of the Area Median Income (AMI) and pay no more than 30% of their Adjusted Gross Income toward rent.
- Develop, prepare, distribute and process Program application forms, surveys and reporting materials.
- Provide outreach and circulate information of the availability of the Program in coordination with the City.
- Ensure each case file is appropriately closed-out and case files shall be maintained for a period of no less than four (4) years.

Verify the following requirements of Program applications:

- Household is a current resident of Costa Mesa or is currently homeless with strong ties to Costa Mesa (i.e. Live, Work, School).
- Household income at or below 50% AMI as determined by a Part 5 HUD Income Calculator.
- Current rental payments as evidenced by an executed lease.
- Documented need for the Program assistance.
- Tenant and landlord/property owner self-certification (under penalty of perjury) that they are not receiving any other form of rental subsidy or assistance for the participating household.

Verify the following Program grant payment requirements with landlord/property owner:

- Validate lease/rental agreement between tenant and landlord.
- Obtain a landlord/property owner affidavit affirming Program terms.
- Create and send letters to applicants confirming or denying their Program grant payment.
- Issue rental assistance payments directly to landlord/property owner and send an invoice to the City.

PROGRAM SPECIFICATIONS

Distribution of Funds

Funds will be disbursed from the Program Administrator directly to the landlord/property owner for rental assistance on behalf of an approved program participant. No funds will be disbursed directly to Program beneficiaries.

Amount of rental assistance shall be objectively determined based on the following formula:

- $(\text{Household's Adjusted Gross Income} \times 0.3) - \text{Base Rent} = \text{Maximum Rental Assistance Payment}$
 - In special cases, and only when expressly approved by the City, Program Administrator may provide financial assistance equal to 100% of a households rent when failure to do so would result in a shortfall.

Prior to the award of funds, Program Administrator shall submit the following documents to the City:

From the Landlord/Property Owner:

- W-9 for the Landlord/Property Owner receiving rental payment; and
- Signed affidavit affirming that the Landlord/Property Owner has not and will not receive payment for the same month(s) rent due for the same tenant from any other rental assistance program.

From the Tenant/Household:

- Executed Rental Assistance Agreement that includes a signed affidavit affirming that the tenant is not receiving rent from any other sources (rental assistance programs, sub-lessees, roommates, etc.).

Reporting Requirements

Monthly - Program Administrator shall submit quarterly reports addressing progress of objectives identified in the Scope of Work by the 15th of the month following the close of each prior month.

Quarterly - Program Administrator shall submit quarterly invoices for services provided to the City by the 15th of the month following the close of the quarter. Quarterly invoices must include back-up documentation for all costs submitted for reimbursement. Only those items in the approved budget, or an approved amendment, will be eligible for reimbursement.

Annually – Program Administrator shall provide an annual report within 45 days of the completion of each contract year. The annual report shall provide a summary of applicants who were approved and received rental assistance to include the following data:

- Name and address
- Participant eligibility
- Income level, ethnicity and race category
- Documented need for rental assistance
- Total rental assistance payment approved including the amount paid and for what month(s)/year

Program Administrator shall provide a summary of applicants who were denied rental assistance to including the following:

- Name and address
- Reason for rental assistance program denial

Program Administrator shall prepare, submit and report the results of a Client Satisfaction Survey of all program applicants to determine their satisfaction with participating in the program and working with the Program Administrator.

If the contract between the City and Program Administrator is extended, the Program Administrator shall provide annual reports following each subsequent contract year.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1202

Meeting Date: 6/20/2023

TITLE:

COSTA MESA BRIDGE SHELTER CAPACITY PROJECT

DEPARTMENT: CITY MANAGER'S DEPARTMENT

PRESENTED BY: NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER

CONTACT INFORMATION: LORI KARAGUEZIAN, SENIOR MANAGEMENT ANALYST, 714-754-5347

RECOMMENDATION:

Staff recommends the City Council:

1. Approve Amendment No. One to the Memorandum of Understanding with the City of Newport Beach to increase their annual payment by \$275,000 for an updated annual contribution of \$1,275,000 and a one-time payment of \$50,000 to cover capital costs; and appropriate said funds to the Housing Authority Budget.
2. Approve proposed Amendment No. One to the Subrecipient Agreement with Bracken's Kitchen increasing the compensation by \$73,000 for a new annual not-to-exceed amount of \$400,600.
3. Approve Amendment No. One to the Subrecipient Agreement with Mercy House increasing the compensation by \$185,286 for a new annual not-to-exceed amount of \$2,185,286.
4. Authorize the City Manager and City Clerk to execute all agreements and any amendments to the agreements.

BACKGROUND:

In April 2021, the City of Costa Mesa opened the 72-bed Bridge Shelter at 3175 Airway Avenue. The Shelter provides temporary housing coupled with wrap-around services to support clients on their journey to securing permanent housing. Three (3) of the Shelter's 72 beds are separate from the dorms and allocated for emergency use (i.e., less than 24 hours) in extenuating situations.

In November 2020, the City of Costa Mesa and Newport Beach entered into a Memorandum of Understanding (MOU) to share the costs of developing and operating the Shelter. Consequently, 20 of the Shelter's 72 beds are set aside for occupancy by Newport Beach clients, for which they pay \$50,000 per bed or \$1,000,000 annually.

The remaining 49 beds are allocated for exclusive use by Costa Mesa clients, plus the 3 floating beds for emergency use, as needed (e.g. detox, domestic violence risk, etc.).

Mercy House, a local non-profit, runs the day-to-day Shelter operations, which include client intake and exit, case management, janitorial services, 24-hour security and transportation services for up to 72 guests. The Shelter Operator contract with Mercy House is currently funded at \$2,000,000 per year. In addition to the contract with Mercy House, the City of Costa Mesa spends \$1.2 million for street outreach and other supportive services for both shelter clients and unhoused individuals unable and/or unwilling to enter the shelter to ensure the strongest transition to permanent housing. Since inception, the City's homelessness efforts have resulted in 286 individuals transitioning to permanent housing from both the shelter and the City's outreach efforts.

Bracken's Kitchen, another local non-profit operates the Shelter's commercial kitchen, which includes the preparation and service of three meals per day for up to 72 guests. The Kitchen Operator contract with Bracken's Kitchen is currently funded at \$327,600 per year.

Over the past 12 months, the Shelter has been at or near maximum capacity with an average waiting list of approximately 30 individuals expressing interest in entering the Shelter upon availability of beds. As a result, both Newport Beach and Costa Mesa propose adding additional beds to increase Shelter capacity and expand service delivery for those experiencing unsheltered homelessness.

ANALYSIS:

The Bridge Shelter Capacity Project proposes adding 16 beds to increase total capacity from 69 to 85 beds. Of the 16 additional beds, five (5) are allocated for use by Newport Beach, and eleven (11) are allocated for use by Costa Mesa with five (5) of those being available for use by Newport Beach for an additional cost when not occupied by Costa Mesa clients. Increasing capacity at the Shelter requires amendments to three (3) agreements:

Newport Beach MOU

The current MOU guarantees Newport Beach access to 20 of the Shelter's 69 beds at a cost of \$50,000 per bed or \$1,000,000 annually. The proposed Amendment No. One adds five (5) beds for use by Newport Beach clients at an additional cost of \$55,000 per bed or \$275,000 annually, including the cost of daily meals for Newport clients. Upon approval, Newport Beach will have guaranteed access to 25 beds at a total annual cost of \$1,275,000.

Further, up to five (5) of the additional eleven (11) Costa Mesa beds can be available for use by Newport Beach clients if and when they are not occupied by Costa Mesa clients, for an additional cost basis billed at a rate of \$155 per bed, per day.

Lastly, the proposed Amendment No. One requires Newport Beach to make a total one-time payment of \$50,000 to cover capital costs associated with increasing Shelter capacity (i.e., beds, lockers, storage, etc.). Newport Beach staff plan to take a recommendation to their City Council on June 13, 2023 to approve Amendment No. One to the MOU.

Mercy House - Shelter Operator Agreement

On July 1, 2021, the City entered into an agreement with Mercy House to provide shelter operator services at the Bridge Shelter for up to 72 guests at an annual cost of \$2,000,000.

Mercy House has agreed to a new annual not-to-exceed amount of \$2,185,286 to hire two (2) new staff members and increase hours for the on-site Navigation Supervisor to accommodate the additional capacity.

Bracken's Kitchen - Kitchen Operator Agreement

On April 19, 2022, the City entered into an agreement with Bracken's Kitchen to operate the Shelter's commercial kitchen for up to 72 guests at an annual cost of \$327,600 or \$12.50 per person, per day.

Bracken's Kitchen has submitted an updated proposal to operate the Shelter's kitchen for up to 88 guests at an annual cost of \$400,600, which is still \$12.50 per person, per day. While the updated not-to-exceed contract amount will be increased to \$400,600, Bracken's Kitchen only invoices the City for actual meals served, so the total amount expended can be less.

Lastly, increasing capacity at the Shelter is essential as evidenced by a continuous lack of vacancy and a substantial list of unsheltered individuals waiting to secure a bed. To ensure the success of the shelter operator and clients shelter expansion is being approached incrementally. At a future date, staff will return with additional analysis about expanding the shelter further to reach a total of 100 beds.

Approval of amendments to the agreements with Newport Beach, Mercy House, and Bracken's Kitchen will initiate the addition of 16 beds, increasing the Shelter's capacity from 69 to 85 beds.

ALTERNATIVES:

The City Council can opt to deny approval of the amendments and maintain the Shelter's current capacity of 69 beds.

FISCAL REVIEW:

There is no impact to the General Fund. Operating costs for the Bridge Shelter are funded through the Housing Authority Fund. The increased costs associated with adding bed capacity at the Bridge Shelter are offset by Newport Beach's contribution and grant funds available in the Housing Authority's Budget (e.g. SB 2 funds).

LEGAL REVIEW:

The City Attorney's office has reviewed this report and approved it as to form and has approved the proposed amendments to the relevant agreements.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Diversify, Stabilize and Increase Housing to Reflect Community Needs
- Strengthen the Public's Safety and Improve the Quality of Life

CONCLUSION:

Staff recommends the City Council:

1. Approve Amendment No. One to the Memorandum of Understanding with the City of Newport Beach to increase their annual payment by \$275,000 for an updated annual contribution of \$1,275,000 and a one-time payment of \$50,000 to cover capital costs; and appropriate said funds to the Housing Authority Budget.
2. Approve proposed Amendment No. One to the Subrecipient Agreement with Bracken's Kitchen increasing the compensation by \$73,000 for a new annual not-to-exceed amount of \$400,600.
3. Approve Amendment No. One to the Subrecipient Agreement with Mercy House increasing the compensation by \$185,286 for a new annual not-to-exceed amount of \$2,185,286.
4. Authorize the City Manager and City Clerk to execute all agreements and any amendments to the agreements within the authorized parameters.

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
AMONG THE CITY OF COSTA MESA,
THE COSTA MESA HOUSING AUTHORITY, AND
MERCY HOUSE LIVING CENTERS
FOR
SHELTER OPERATOR SERVICES**

This First Amendment ("Amendment") to a Professional Services Agreement for Shelter Operator Services is made and entered into this 13th day of June, 2023 ("Effective Date"), by and among the CITY OF COSTA MESA, a municipal corporation, COSTA MESA HOUSING AUTHORITY ("Authority"), and MERCY HOUSE LIVING CENTERS ("Contractor"). City and Authority are collectively referred to herein as "City."

WHEREAS, City and Contractor entered into a professional services agreement for the provision of shelter operator services at the City's homeless shelter on June 15, 2021; and

WHEREAS, City intends to increase the capacity of the shelter. Due to the increase in capacity and to account for inflation, City further intends to increase compensation to Contractor as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Lease as follows:

1. Section 2.1 of the Agreement is amended to increase Contractors annual compensation commencing on the Effective Date of this Amendment by Two Hundred Eighty Nine Thousand Two Hundred Twenty Dollars and Sixteen Cents (\$289,220.16) in consideration of the increased capacity at the shelter and to account for inflation. Contractor's maximum annual compensation shall not exceed Two Million Two Hundred Eighty Nine Thousand Two Hundred Twenty Dollars and Sixteen Cents (\$2,289,220.16).
2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.
3. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.
4. This Amendment 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 together with this Amendment Number Two and Amendment Number One.

[Signatures appear on following page]

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

LESSOR

By: _____

Date: _____

Its: _____

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

COSTA MESA HOUSING AUTHORITY

Lori Ann Farrell Harrison
Executive Director

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVE AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

**AMENDMENT NO. ONE TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF COSTA MESA AND
THE CITY OF NEWPORT BEACH**

This AMENDMENT NO. ONE TO **MEMORANDUM OF UNDERSTANDING** ("Amendment No. One") is dated as of July 1, 2023 ("Effective Date of Amendment No. One"), and entered into by and among the City of Costa Mesa, a municipal corporation organized and existing under California law ("Costa Mesa") and the City of Newport Beach, which is a California charter city ("Newport Beach"), (cumulatively the "Parties," and at times individually a "Party"), with reference to and in consideration of the following:

RECITALS

- A. On December 15, 2020, Newport Beach and Costa Mesa entered into a Memorandum of Understanding ("Agreement") for the provision of temporary housing, and the provision of certain services to individuals experiencing homelessness located within the boundaries of the Parties at the property located at 3175 Airway Avenue, in the City of Costa Mesa ("Property");
- B. Newport Beach is currently allocated twenty (20) beds and Costa Mesa is allocated forty-nine (49) beds for use by individuals experiencing homelessness in Newport Beach and Costa Mesa, respectively;
- C. Costa Mesa intends to add sixteen (16) beds to increase the total number of beds available to the Parties from sixty-nine (69) to eighty-five (85), of which, eleven (11) beds are allocated for exclusive use by Costa Mesa, five (5) beds are allocated for exclusive use by Newport Beach, with up to five (5) of Costa Mesa's allocated beds optionally available for use by Newport Beach as provided for herein;
- D. The Parties desire to enter into this Amendment No. One to increase Newport Beach's allocation from twenty (20) to twenty-five (25) beds, memorialize availability and cost of up to five (5) Costa Mesa beds for use by Newport Beach and, accordingly, increase Newport Beach FF&E Payment and Newport Beach Operations Payment to cover the associated costs.

AGREEMENT

Section 4.2 of the Agreement shall be amended in its entirety and replaced with the following:

"4.2 Newport Beach Contribution for Furniture, Fixtures and Equipment. Newport Beach shall make a one-time contribution of Two Hundred Thousand Dollars (\$200,000) (ten thousand dollars [\$10,000] per bed to which it has use rights as provided for herein) ("Newport Beach FF&E Payment") for the purpose of purchasing furniture, fixtures and equipment including, beds, desks, mattresses, linens, indoor and outdoor storage equipment, office equipment, tables, chairs, kitchen supplies, and the like ("FF&E"). Additionally, within thirty (30) days of the Effective Date of Amendment No. One, Newport Beach shall make a one-time Newport Beach FF&E Payment of Fifty Thousand Dollars (\$50,000) towards the five (5) additional beds allocated to Newport Beach. Costa Mesa shall be solely responsible for paying all other costs for any and all FF&E, as may be necessary or desirable for the Project or provision of Services."

Section 4.3 of the Agreement shall be amended in its entirety and replaced with the following:

“4.3 Newport Beach Annual Contribution for Operations Costs. Upon Project Commencement, Newport Beach shall be obligated to pay an annual operational cost of One Million Dollars (\$1,000,000) (“Newport Beach Operations Payment”), with Newport Beach Operations Payment to be made in four quarterly installments, within thirty (30) days of the end of each quarter, prorated for the first operational quarter, which is specifically to provide for operational costs of Fifty Thousand Dollars (\$50,000) per bed for the twenty (20) beds originally provided in the Agreement, to which Newport Beach has use rights as provided for herein, for the initial Term of the Agreement, and optional term extensions, if mutually agreed to by the Parties, subject to annual increases as provided in Section 4.4 hereof. Additionally, on the Effective Date of Amendment No. One, Newport Beach shall be obligated to pay an additional annual operational cost of Two Hundred Seventy-Five Thousand Dollars (\$275,000) (“Newport Beach Additional Operations Payment”), with the Newport Beach Additional Operations Payment to be made in four quarterly installments, within thirty (30) days of the end of each quarter, prorated for the first operational quarter, which is specifically to provide for operational costs of Fifty-Five Thousand Dollars (\$55,000) per bed for the five (5) additional beds allocated to Newport Beach. Lastly, on the Effective Date of Amendment No. One, as provided for in Section 4.7 hereof, Newport Beach shall pay a cost of One Hundred Fifty-Five Dollars (\$155) per bed, per day for the actual use of each of the five (5) Costa Mesa beds which may be made available, in Costa Mesa’s sole discretion, for use by a Newport Beach referral. Billing for Newport Beach’s use of these Costa Mesa beds shall coincide with Newport Beach Operations Payment schedule outlined above. The Parties expressly agree that Newport Beach shall not be liable for any operational costs prior to the date the Shelter is fully operational and open to Newport Beach for the housing of Shelter Residents. Newport Beach shall be obligated to make its annual Newport Beach Operations Payment regardless of the level of use of the beds to which it has use rights.”

Section 4.4 of the Agreement shall be amended in its entirety and replaced with the following:

“4.4 CPI Increase. Commencing one year following the approval date of this Agreement and at the sole discretion of the Costa Mesa City Manager, there shall be an option to increase the Newport Beach Operations Payment by the percentage increase in the Consumer Price Index for the preceding twelve-month period. For purposes hereof “Consumer Price Index” shall mean the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers (CPI-U); provided, however, any increase to the annual contribution shall be a minimum of 2% and a maximum of 4%.”

Section 4.7 of the Agreement shall be amended in its entirety and replaced with the following:

“4.7 Allocation of Beds. Newport Beach will work collaboratively with Costa Mesa to ensure the Central SPA cities are coordinating with the County and that the shelter beds addressed in this Agreement are prioritized to meet the greatest needs of both Parties, with sixty (60) beds for Costa Mesa’s exclusive use and twenty-five (25) beds for Newport Beach’s exclusive use for its referrals. However, at Costa Mesa’s sole discretion, and only after exhausting the Wait List for Costa Mesa interested parties, up to five (5) of Costa Mesa’s beds may be made available to person(s) referred by Newport Beach. The Parties expressly agree that it is the Parties’ intent to transition Shelter Residents to long-term stable housing and Newport Beach’s consent shall be required to continue to house any person referred by Newport Beach at the Shelter for more than six (6) months.”

Section 4.8 of the Agreement shall be amended in its entirety and replaced with the following:

“4.8 No Subletting. Subletting of Beds will not be allowed. Newport Beach shall be allocated use of twenty-five (25) beds for Newport Beach to refer homeless individuals deemed by Newport Beach to be highest priority persons referred to the Project by Newport Beach over time.”

INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be executed by each of their duly authorized officers as follows:

Dated: June __, 2023

CITY OF COSTA MESA

By: _____
Lori Ann Farrell Harrison
City Manager

APPROVED AS TO FORM.

Kimberly Hall Barlow
City Attorney

ATTEST:

Brenda Green
City Clerk

Dated: June __, 2023

CITY OF NEWPORT BEACH

By: _____
Grace Leung
City Manager

APPROVED AS TO FORM.

Aaron C. Harp
City Attorney

ATTEST:

Leilani I. Brown
City Clerk

**AMENDMENT NUMBER TWO TO
PROFESSIONAL SERVICES AGREEMENT
WITH
BRACKEN'S KITCHEN, INC**

This Amendment Number Two ("Amendment") to Professional Services Agreement is made and entered into this 6th day of June, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City") and BRACKEN'S KITCHEN, INC, a California non-profit corporation ("Contractor").

WHEREAS, City and Contractor entered into an agreement on April 19, 2022, for Contractor to provide food and commercial kitchen management services at the City's homeless shelter located at 3175 Airway Avenue, Costa Mesa (the "Agreement"); and

WHEREAS, City and Contractor entered into Amendment Number One on March 7, 2023, exercising the first of three options to extend the term for one additional year, which is set to expire on April 18, 2024; and

WHEREAS, due to an increase in services at the homeless shelter, City seeks to increase the maximum compensation allowed to Contractor in consideration of the additional meals required.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Lease as follows:

1. Section 2.1 of the Agreement is amended to increase Contractor's maximum compensation to an amount not to exceed Four Hundred Thousand Six Hundred Dollars (\$400,600).
2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.
3. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.
4. This Amendment 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 together with the Agreement, Amendment Number One and this Amendment Number Two.

[Signatures appear on following page]

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

CONTRACTOR

Signature

Date: _____

Name and Title

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

DEPARTMENTAL APPROVAL:

Lori Karaguezian
Project Manager

Date: _____

APPROVE AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1204

Meeting Date: 6/20/2023

TITLE:

COMMITMENT OF \$4,000,000 TO AMERICAN FAMILY HOUSING FOR THE TRAVELODGE NORTH HOUSING PROJECT AS PART OF HOMEKEY ROUND 3

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER

CONTACT INFORMATION: NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER
(714) 754-5274

RECOMMENDATION:

Staff recommends the City Council:

1. Approve a commitment of \$2,500,000 in Low- and Moderate-Income Housing Asset Funds and \$1,500,000 in ARPA funds to American Family Housing for conversion of the Travelodge North Motel as a Homekey Round 3 permanent housing project.
2. Authorize the City Manager or their designee to execute a Commitment Letter with American Family Housing in the amounts listed above for the Travelodge North Homekey project.
3. Authorize the City Manager to execute all applicable agreements to bring the Travelodge North Homekey project to fruition.

BACKGROUND:

Homekey Program

On July 16, 2020, the State of California's Department of Housing and Community Development (HCD) announced the availability of \$600 million in Homekey Round 1 funding to rapidly acquire and activate housing for people experiencing homelessness and impacted by COVID-19.

On September 9, 2021, HCD announced the availability of \$1.45 billion in Homekey Round 2 funds to continue the State's effort to acquire and activate housing for those experiencing homelessness. The County of Orange ("County") was awarded \$10,150,000 in Homekey Round 2 funds to acquire and convert the Motel 6 South located at 2274 Newport Blvd, Costa Mesa, into 87 units of permanent affordable housing. Subsequently, the Costa Mesa City Council approved a total allocation of \$5,850,000 as local matching funds to assist in the conversion of the Motel 6 Homekey Project.

On March 29, 2023, HCD announced the availability of \$736 million in Homekey Round 3 funds to expand the State's supply of affordable and supportive housing for those experiencing or at-risk of

homelessness. Following HCD's announcement of Homekey Round 3, the County released a Request For Information (RFI) to procure a list of developers with potential housing projects meeting Homekey eligibility and feasibility requirements. A local nonprofit, American Family Housing (AFH), responded to the RFI with a proposal for the acquisition, conversion, and ongoing operation of the Travelodge North located at 1400 Bristol Street, Costa Mesa, as Permanent Supportive Housing for those experiencing or at-risk of homelessness ("Project"). The County has preliminarily accepted AFH's proposal and plans to take the Project to their Board of Supervisors for final approval in July 2023.

ANALYSIS:

One of the goals of the Costa Mesa City Council is to diversify, stabilize and increase housing to reflect community needs. While the City boasts a comprehensive system of care for those experiencing and at-risk of homelessness, one of the few remaining gaps is the availability of permanent affordable housing coupled with intensive wrap-around services, otherwise known as Permanent Supportive Housing (PSH). AFH's proposed project would add 78 total units of housing (76 units of PSH and 2 Manager's Units), which would both diversify and increase the City's housing stock. Additionally, upon completion, all 78 units will be credited toward the City's 6th Cycle Regional Housing Needs Assessment (RHNA) allocation of 11,760 new housing units.

American Family Housing

AFH is a nonprofit organization based out of Midway City with nearly 40 years of experience in the provision of services to those experiencing and at-risk of homelessness, as well as the development and operation of affordable, supportive and bridge housing. AFH currently owns and operates 49 housing projects containing 386 affordable units in Los Angeles and Orange Counties. Three of these projects received Homekey Round 2 awards and are currently in development.

With a staff of 95 employees, over 20 social work interns and a strong base of volunteerism, AFH has the capacity and expertise to successfully complete and operate the Travelodge North Homekey Project.

Project Site

The Travelodge North is located at 1400 Bristol Street, Costa Mesa, at the southwest corner of Red Hill Avenue and Bristol Street, which is roughly 100 yards from the City of Newport Beach. The 3.5-acre parcel is currently improved with 120 motel rooms and includes amenities such as a food service area, large lobby with office space and an on-site restaurant.

The property is situated within minutes of all essential services, including a bus stop, grocery store, pharmacy, medical care, a park and a library. AFH is currently in escrow to purchase the Travelodge North for an acquisition price of \$24,000,000, or \$200,000 per unit, with an estimated closing date of February 29, 2024.

Project Scope

AFH is proposing an acquisition and construction project to convert the motel into permanent housing. The Project includes the renovation of all exterior spaces including façade and landscaping improvements, demolition of an existing pool to establish a community courtyard, and path-of-travel upgrades to comply with Americans with Disabilities Act requirements; renovation of all interior spaces including floor-to-ceiling upgrades of all living quarters, installation of kitchenettes, and reconfiguration of existing office space for the provision of on-site services.

Due to the smaller size of the existing rooms (average size is 250 sq. ft), AFH is proposing to demolish 42 of the 120 existing units to create 76 studio and one-bedroom apartments. These renovations will bring all units into compliance with minimum floor space requirements and provide additional square-footage to accommodate the kitchenettes.

Project Budget

The estimated total development cost to complete the Travelodge Homekey Project is \$45,386,520 and is funded from the following sources:

Sources of Funding	Amount
Homekey Program Award	\$27,700,000
Homekey - Relocation	\$ 750,000
City of Costa Mesa	\$ 4,000,000
City of Newport Beach	\$ 3,000,000
County of Orange HOME	\$ 2,400,000
County of Orange MHSA	\$ 4,421,520
Private Loan	\$ 3,115,000
TOTAL SOURCES	\$45,386,520

As in the table above, AFH is anticipating to receive funding from five different sources:

- 1. Homekey** - The Homekey Program provides formula grant funding based on the number of rooms being acquired. AFH is anticipating an award of \$240,000 per unit for a total award of \$28,450,000 to acquire and develop the 120-room Travelodge into 76 permanent housing units.
The Homekey Program also provides funding to develop and administer a relocation plan, as needed, to ensure the housing needs of current residents are addressed.
- 2. City of Newport Beach** - City of Newport Beach staff intend to take a recommendation to their City Council in July 2023 to approve an award of \$3,000,000 in local matching funds to AFH for conversion and ongoing operation of the Travelodge North as 76 units of PSH. Newport Beach's award of funds is contingent upon the award of all other sources of funding, as well as due diligence items typical of similar affordable housing projects.

3. City of Costa Mesa - The City of Costa Mesa ("City") has funds available to support an award of \$4,000,000 to AFH from the following sources:

- a. Low- and Moderate-Income Housing Asset Fund (LMIHAF) - The Costa Mesa Housing Authority, as Successor to the former Costa Mesa Redevelopment Agency, has a current, unencumbered balance in the LMIHAF of \$2.9 million which can be expended on the development of affordable housing. Staff recommends maintaining a balance in the LMIHAF as a portion of these funds are expended on the ongoing administration and monitoring of City-funded housing. Funds awarded from the LMIHAF will be in the form of a 3% simple interest residual receipts loan to be repaid over the life of the Project from a portion of its positive cash flow.
- b. American Rescue Plan Act (ARPA) - The City has a current, unencumbered balance of ARPA funds, which can be expended on the development of affordable housing. ARPA funds awarded will be in the form of a grant and will not be repaid.

As with Newport Beach, all City funds awarded to AFH for the Project are contingent upon the award of all other sources of funding, as well as positive outcomes regarding required pre-development activities (i.e. environmental review and financial feasibility analysis).

4. County of Orange - On March 20, 2023, the County released the 2023 Supportive Housing Notice of Funding Available (NOFA) making available \$67.1 million from various sources, including HOME Investment Partnership (HOME) and Mental Health Services Act (MHSA) funds, to promote the development of supportive housing. As part of this NOFA, AFH intends to apply to the County for two development loans from the following sources:

- a. HOME Funds - \$2,400,000
- b. MHSA Funds - \$4,421,520

Further, in order to support the ongoing operations of the Project, AFH intends to apply to the County for 48 Project-Based Housing Choice Vouchers, which subsidize the difference between the tenant's contribution and the determined rent for the specific unit.

The primary benefit of developing affordable housing are the long-term, deed-restricted affordability covenants. Per Homekey requirements, the Project will operate as PSH for a minimum term of 55 years. While the upfront cost to complete the Project is significant, when spread out over a term of 55 years, the total development cost is equivalent to \$750,273 per year, or \$9,619 per unit, per year.

Project Operations

Keeping in-line with their proven model of success, AFH will assume the role of both property manager and lead service provider. AFH will have staff on-site 24 hours a day to manage the property and address the needs of tenants. Additionally, AFH will partner with service providers specializing in various fields to ensure tenants have access to a full spectrum of resources.

All 76 PSH units will be for occupancy by currently unhoused, extremely-low income individuals earning at or below 30% of the Area Median Income (AMI). As mandated by the Homekey Program, tenant selection for the 48 units subsidized by County Project-Based Vouchers (PBV) will be routed

through the Coordinated Entry System (CES), which prioritizes individuals based on length of homelessness and the presence of a diagnosed disability. Further, of the 28 non-PBV units, the cities of Costa Mesa and Newport Beach will have exclusive access to 16 units and 12 units, respectively.

At a later date, AFH will submit to the City for review a Management and Operations Plan detailing every aspect of how they intend to manage and operate the Project.

Upon completion, the Project will be operated as Permanent Supportive Housing for a minimum term of 55 years.

Project Timeline

As with all Homekey projects, State HCD requires units to be available for occupancy within 12 months from the date of award. During Homekey Round 2, the average time from application to award was roughly six (6) months. Should both Newport Beach and Costa Mesa City Councils approve an award of funds to AFH, the County intends to pursue approval from their Board of Supervisors in July 2023, which would place the estimated date of completion sometime in early 2025.

ALTERNATIVES:

The City Council can choose to deny an award of funds to AFH for the Travelodge Homekey Project, which would result in the Project failing to move forward as it would lack sufficient gap financing.

FISCAL REVIEW:

There is no fiscal impact to the City's General Fund. The City's LMIHAF funds are restricted by the State and can only be used for low and moderate income housing development which Project Homekey programs are eligible for. Federal ARPA funds can also be used for permanent housing and to serve the needs of high risk individuals including those experiencing homelessness.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Diversify, Stabilize and Increase Housing to Reflect Community Needs

CONCLUSION:

Staff recommends the City Council:

1. Approve a commitment of \$2,500,000 in Low- and Moderate-Income Housing Asset Funds and \$1,500,000 in ARPA funds to American Family Housing for conversion of the Travelodge North as a Homekey Round 3 affordable housing project.

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