



CITY OF COSTA MESA

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

Agenda

Tuesday, November 7, 2023

6:00 PM

**City Council Chambers
77 Fair Drive**

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

The City Council meetings are presented in a hybrid format, both in-person at City Hall and as a courtesy virtually via Zoom Webinar. 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. Agendas and reports can be viewed on the City website at <https://costamesa.legistar.com/Calendar.aspx>.

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

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

CLOSED SESSION - 4:00 P.M.

CALL TO ORDER

ROLL CALL

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

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATION OF LITIGATION - TWO CASES
Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: 1921 Harbor Blvd. LLC dba High Seas
Orange County Superior Court Case No. Pending
3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to California Government Code Section 54956.8
APN: 420-012-16
Agency Negotiators: Lori Ann Farrell Harrison, City Manager
Negotiating Parties: State of California
Under Negotiation: Price and Terms of Payment
4. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to California Government Code Section 54957.6 (a)
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager and Alma Reyes, Deputy City Manager
Name of Employee Organization: Costa Mesa Firefighters Association (CMFA).

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

NOVEMBER 7, 2023 – 6:00 P.M.

JOHN STEPHENS
Mayor

JEFFREY HARLAN
Mayor Pro Tem - District 6

ANDREA MARR
Council Member - District 3

MANUEL CHAVEZ
Council Member - District 4

LOREN GAMEROS
Council Member - District 2

ARLIS REYNOLDS
Council Member - District 5

DON HARPER
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

LORI ANN FARRELL HARRISON
City Manager

CALL TO ORDER

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

MOMENT OF SOLEMN EXPRESSION

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

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS:

1. [Proclamation: Native American Heritage Month, 2023](#) [23-1447](#)
Attachments: [11-07-2023 Native American Heritage Month](#)

2. [Proclamation: Movember, 2023](#) [23-1449](#)

Attachments: [11-07-2023 Movember](#)

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 3 minutes. Additional comments will be heard at the end of the meeting.

1. Council Member Reynolds
2. Council Member Chavez
3. Council Member Gameros
4. Council Member Harper
5. Council Member Marr
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 ALI23-1444 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** **23-1446**

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Malik Anthony Atalla, Kendra Boost, Christopher Matlick, Jeff Schoneman, High Seas.

3. **ADOPTION OF WARRANT RESOLUTION** **23-1442**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2708.

Attachments: [1. Summary Check Register 10-12-23](#)
[2. Summary Check Register 10-19-23](#)
[3. Summary Check Register 10-26-23](#)

4. **MINUTES** **23-1445**

RECOMMENDATION:

City Council approve the minutes of the regular meeting of October 17, 2023.

Attachments: [1. 10-17-2023 Draft Minutes](#)

5. **PURCHASE OF THE FOSTER & FREEMAN DCS®5 DIGITAL CAPTURE SYSTEM FOR THE POLICE DEPARTMENT CRIME SCENE UNIT** **23-1429**

RECOMMENDATION:

Staff recommends City Council:

1. Approve and authorize the purchase of a DCS®5 Digital Capture System from Foster & Freeman for the Crime Scene Unit (CSU) in the amount of \$112,106.
2. Authorize the City Manager to execute a Purchase Order, and any other documents required in connection with the purchase of the DCS®5 Digital Capture System.

Attachments: [1. Quote - Foster and Freeman DCS5 PRO](#)

6. [ACCEPTANCE OF THE 2023-2024 CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL \(ABC\) GRANT](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt the proposed Resolution No. 2023-XX authorizing the acceptance of grant funds in the amount of \$40,000 from the California Department of Alcoholic Beverage Control in connection with its Alcohol Policing Partnership Program.
2. Approve budget appropriation of \$40,000 from the Alcoholic Beverage Control Grant.

Attachments: [1. ABC OTS exhibits](#)
[2. 24-OTS102 STD 213 w SCO block](#)
[3. Draft Resolution No. 2023-xx Authorizing ABC Grant Acceptance](#)

7. [SUB RECIPIENT AGREEMENT FOR THE 2022 URBAN AREAS SECURITY INITIATIVE GRANT](#)

RECOMMENDATION:

Staff recommends the City Council:

Authorize the City Manager, or designee, to execute the attached Sub-Recipient Agreement with the City of Anaheim for the FY 2022 Urban Areas Security Initiative (UASI) Grant Program.

Attachments: [1. UASI 2022 Agreement](#)

8. **[PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES 23-1439
FOR THE COSTA MESA SKATE PARK EXPANSION](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to David Volz Design Landscape Architects, Inc., 151 Kalmus Drive, Suite M8, Costa Mesa, California in the amount of \$287,476 for the design of the Costa Mesa Skate Park located at 900 Arlington Drive, Costa Mesa, and authorize the City Manager and the City Clerk to execute the PSA.
2. Authorize a ten percent (10%) contingency in the amount of \$28,748 in order to cover additional work or unforeseen circumstances.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement within Council authorized limits.

Attachments: [1. PSA with David Volz Design Landscape Architects, Inc.](#)

9. **[2025 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM](#)** **[23-1440](#)**

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2023-xx, approving projects for inclusion in the Orange County Transportation Authority's (OCTA) Federal Transportation Improvement Program (FTIP) for Fiscal Years 2024/25 through 2029/30 (Attachment 1).

Attachments: [1. Proposed 2025 FTIP Resolution](#)

10. BICYCLE SAFETY EDUCATION PROGRAM FOR SCHOOLS 23-1441

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Walk 'n Rollers, 8800 Venice Boulevard, Suite 301, Los Angeles, CA 90034 for the development of a Bicycle Safety Education Program for Schools in the amount of \$149,967 (Attachment 1).
2. Authorize a ten percent (10%) contingency in the amount of \$14,996 for unforeseen costs.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

Attachments: 1. Proposed PSA with Walk N. Rollers, Inc.

**11. REJECT ALL BIDS - ADAMS AVENUE AND PINECREEK DRIVE23-1428
INTERSECTION PROJECT, FEDERAL PROJECT NO. CML-5312(104),
CITY PROJECT NO. 23-01**

RECOMMENDATION:

Staff recommends the City Council reject all bids for the Adams Avenue and Pinecreek Drive Intersection Project, Federal Project No. CML-5312(104), City Project No. 23-01, and direct staff to re-advertise the project.

Attachments: 1. Bid Analysis

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: (Next Page)

1. [AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA AMENDING TITLE 9 \(LICENSES AND BUSINESS REGULATIONS\) OF THE COSTA MESA MUNICIPAL CODE BY ADDING CHAPTER II \(REGULATION OF CERTAIN BUSINESSES, ARTICLE 24 \(JUST CAUSE RESIDENTIAL TENANT PROTECTIONS\)\)](#)

RECOMMENDATION:

1. Introduce and give first reading, waiving further reading, to Ordinance No. 2023-XX Amending Title 9 (Licenses and Business Regulations) of the Costa Mesa Municipal Code by Adding Chapter II (Regulation of Certain Businesses), Article 24 (Just Cause Residential Tenant Protections) and/or adopt Ordinance No. 2023-XX, an Urgency Ordinance Amending Title 9 (Licenses and Business Regulations) of the Costa Mesa Municipal Code by Adding Chapter II (Regulation of Certain Businesses), Article 24 (Just Cause Residential Tenant Protections).
2. Appropriate a total of \$300,000 from uncommitted American Rescue Plan Funds (ARPA) to provide supplemental rental assistance to households facing no-fault just cause eviction, and authorize the City Manager, City Attorney, and City Clerk to approve and execute new or amended agreements with existing program providers.
3. Allocate \$250,000 from uncommitted ARPA funds to the Law Offices of Jones Mayer, increasing the scope of the contract to include eviction and rental-related legal services, including but not limited to court filings, to enforce the eviction protection provisions of the Costa Mesa Municipal Code regarding unlawful acts in connection with no-fault just cause evictions.
4. Approve the addition of three (3) Full Time Equivalent (FTE) staff positions to implement, monitor, and enforce the subject Ordinance, with an additional FTE at the discretion of the City Manager. The staff positions include one Community Outreach Worker in the Neighborhood Improvement Division, one (1) Senior Planner, and one (1) Code Enforcement Officer II in the Economic and Development Services Department. Appropriation authority is requested at an estimated \$300,000 for the remainder of the fiscal year from uncommitted ARPA (American Rescue Plan Act) Funds to cover the fiscal impact of the additional positions.

Attachments: [Agenda Report](#)

[1. Draft Eviction Ordinance](#)

[2. Draft Eviction Urgency Ordinance.](#)

[3. Costa Mesa Notice of Termination of Tenancy](#)

NEW BUSINESS:

1. [FISCAL YEAR 2022-23 PRELIMINARY UNAUDITED YEAR-END 23-1443 FINANCIAL REPORT](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager, or her designee, to concur with FiPAC recommendations on the allocation and appropriation of Fiscal Year 2022-23, if available, year-end savings estimated between \$4.0 million to \$6.0 million in order of priority as follows:
 - a) Transfer \$1.1 million to Fund 401 for the Lions Park Café;
 - b) Transfer \$1.5 million to Fund 401 for Fire Station #4 Training Tower;
 - c) Deposit \$500,000 (up to \$1.0 Million, if available for surplus funds of \$6.0 million) to the Workers' Compensation Fund Balance designation;
 - d) Transfer \$900,000 to Housing Fund 222 for Housing Element and Visioning;
 - e) Transfer \$300,000 to Equipment Fund 602 to pay the balance of one Fire Engine Apparatus; and
 - f) Transfer \$1.2 million to Fund 401 for improvements to the City's Golf Course and Tennis Center.

2. **LIONS PARK CAFÉ PROJECT**

23-1383

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager and City Clerk to execute Amendment Number Five to the Professional Services Agreement (PSA) with Johnson Favaro, 5898 Blackwelder Street, Culver City, CA 90232, in the amount of \$130,250 with a three-year contract extension, and any future amendments.
2. Authorize the City Manager and City Clerk to execute Amendment Number Two to the PSA with STV Construction, Inc., 1055 West Seventh Street, Suite 2900, Los Angeles, CA 90017, in the amount of \$226,960 with a three-year contract extension, and any future amendments.
3. Authorize the City Manager to execute Change Order No. 2 to the Purchase Order with Tovey/Shultz Construction, Inc., 18261 Collier Avenue, Unit A, Lake Elsinore, CA 92530, in the amount of \$1,929,805, and any future amendments.
4. Create and/or amend the City's budget appropriations and allocations in the amounts and funds as needed to effectuate the changes identified above.

Attachments: [1. Lions Park Cafe Building Rendering and Layout](#)

[2. Johnson Favaro Amendment Request](#)

[3. STV Amendment Request](#)

[4. Tovey/Shultz Change Order Request](#)

3. **REQUEST FOR CITY COUNCIL DIRECTION REGARDING THE
POTENTIAL PREPARATION OF A MORATORIUM AND/OR OTHER
ALTERNATIVE PROCEDURE TO DISCONTINUE OR SUSPEND
ACCEPTANCE AND PROCESSING OF CANNABIS RETAIL
APPLICATIONS**

RECOMMENDATION:

Staff recommends the City Council provide direction regarding the potential preparation of a moratorium and/or other alternative procedure to discontinue or suspend acceptance and processing of cannabis retail applications.

Attachments: [Agenda Report](#)

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

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1447

Meeting Date: 11/7/2023

TITLE:

Proclamation: Native American Heritage Month, 2023

DEPARTMENT: City Manager's Office



CITY OF COSTA MESA, CALIFORNIA

Proclamation

WHEREAS, Native American Heritage Month is observed by acknowledging the contributions of Native Americans, who have inhabited the region for a millennium and have contributed significantly to the growth, prosperity, and identity of our country, from before its inception to the present day; and

WHEREAS, Native American Week began in 1976, and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and

WHEREAS, California is home to 109 federally recognized Indian tribes; and

WHEREAS, Costa Mesa's first inhabitants were native American Indians of the Tongva Tribe, who settled on the mesa near the banks of the Santa Ana River in what today is now the Diego Sepulveda Adobe; and

WHEREAS, Costa Mesa honors and lifts up the enduring perseverance, diverse cultures, and excellence of all the people who first called this City, State, and nation home; and

WHEREAS, Native Americans have moving stories of tragedy, triumph, and traditions that need to be shared with future generations; and

WHEREAS, the City is aware of the historical importance of local and national tribes and the way Native Americans continue to enrich our heritage and add to all aspects of our society by sharing their customs and traditions.

NOW, THEREFORE, I, John B. Stephens, Mayor of the City of Costa Mesa, do hereby proclaim November 2023 as **Native American Heritage Month** and encourage all residents to celebrate the rich cultures of indigenous people, honor their sacrifices, acknowledge the unique challenges Native Americans face, historically and present, and recognize their continued significance in our community.

DATED *this 7th day of November 2023.*

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



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1449

Meeting Date: 11/7/2023

TITLE:

Proclamation: Movember, 2023

DEPARTMENT:

City Manager's Office



CITY OF COSTA MESA, CALIFORNIA

Proclamation

WHEREAS, Movember started in Australia in 2003 and has since become a global movement with over 6 million MoBros and MoSisters part of the initiative today; and

WHEREAS, is uniquely observed to address the global health crisis among men and raise awareness for the three biggest health issues facing men: mental health and suicide prevention, prostate and testicular cancer; and

WHEREAS, men's health is in crisis, and they are dying on average five years earlier than women, largely for preventable reasons; and

WHEREAS, 1 in 7 men will be diagnosed with prostate cancer in his lifetime, and treatment options for prostate cancer vary depending on a man's age, stage, and grade of his cancer, as well as other existing medical conditions, and testicular cancer, is the most common cancer in males between the ages of 15 and 34; and

WHEREAS, 1 in 4 adults in the U.S. will experience a mental health problem in any given year, and 87 men in the U.S. die by suicide every day; and

WHEREAS, the City of Costa Mesa is committed to raising awareness about men's health issues and their effect on fathers, sons, brothers, uncles, and husbands across Costa Mesa and the world; and

WHEREAS, the City of Costa Mesa encourages its residents to talk about their mental health and commit to a stigma-free culture; and

WHEREAS, the City of Costa Mesa joins communities across our nation to challenge men to grow and make a commitment to get active and MOVE.

NOW, THEREFORE, I, John B. Stephens, Mayor of the City of Costa Mesa, do hereby proclaim November 2023 as **Movember**, and urge all Costa Mesa residents to join in the movement to change the face of men's health.

PRESENTED this 7th day of November 2023.

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



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1444

Meeting Date: 11/7/2023

TITLE:

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

RECOMMENDATION:

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



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1446

Meeting Date: 11/7/2023

TITLE:

READING FOLDER

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

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Malik Anthony Atalla, Kendra Boost, Christopher Matlick, Jeff Schoneman, High Seas.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1442

Meeting Date: 11/7/2023

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: Finance Department

PRESENTED BY: Carol Molina, Finance Director

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

RECOMMENDATION:

City Council approve Warrant Resolution No. 2708.

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. 23-20 "A" for -\$715.38, On Cycle 23-21 for \$3,346,743.32, and On Cycle 23-22 for \$3,445,244.74 and City operating expenses for \$ 6,092,482.24.

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

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>
0244908	10/13/23	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
TOTAL					0.00

amount

1,423,570.57

2,087.74

207,954.93

0.00

0.00

(697.05)

1,632,916.19

Report ID: CCM20010

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Oct 12, 2023

Run Time 11:44:26 AM

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>
016573	10/13/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
016574	10/13/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
016575	10/13/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
<u>TOTAL</u>					<u>0.00</u>

End of Report

Report ID: CCM2001V

City of Costa Mesa Accounts Payable
CCM VOID CHECK LISTING

Page No. 1

Run Date Oct 12, 2023

Run Time 11:42:07 AM

Bank: CITY
Cycle: ANNUAL

<u>Payment Ref</u>	<u>Cancel Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Date</u>	<u>Payment Amt</u>
0244678	10/11/2023	V	Jeffrey Horn	0000009003	09/29/23	(697.05)
<i>Line Description:</i> did not received.						
TOTAL						(\$697.05)

End of Report

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
016505	10/13/23	P	Aaron Davis	0000020908	1,279.54
			Line Description: Ethic & Legal Consideration		
016506	10/13/23	P	Alisa Ochoa	0000029944	300.00
			Line Description: Art Comm Mtn Jul-Sep 2023		
016507	10/13/23	P	Allison Mann	0000001338	300.00
			Line Description: Art Comm Mtn Jul-Sep 2023		
016508	10/13/23	P	Andrea Aguilar	0000030366	111.00
			Line Description: SHaw HRC Boot Camp		
016509	10/13/23	P	Ann Barrett	0000024521	33.82
			Line Description: Basic Peer Support		
016510	10/13/23	P	Anthony Melendez	0000026153	139.12
			Line Description: Honor Guard Training		
			Basic Peer Support		
			ICI Gang Foundation Specialty		
016511	10/13/23	P	Bradley Nabong	0000030034	24.00
			Line Description: Drug Abuse Recognition		
016512	10/13/23	P	Bryan Wadkins	0000005802	259.00
			Line Description: IACP Conference-BW		
016513	10/13/23	P	Carlos Diaz	0000013277	1,250.00
			Line Description: College Tuition Reimb-Summer23		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
016514	10/13/23	P	Charlene M Ashendorf	0000017428	300.00
			Line Description: Art Comm Mtn Jul-Sep 2023		
016515	10/13/23	P	Christian Apahidean	0000029090	24.00
			Line Description: Drug Abuse Recognition		
016516	10/13/23	P	Christopher Greeley	0000026152	40.00
			Line Description: Field Training Officer		
016517	10/13/23	P	Costa Mesa Employees Association	0000006284	4,144.18
			Line Description: Payroll Deduction 23-21		
016518	10/13/23	P	Costa Mesa Executive Club	0000006286	140.00
			Line Description: Payroll Deduction 23-21		
016519	10/13/23	P	Costa Mesa Firefighters Association	0000001812	8,227.39
			Line Description: Payroll Deduction 23-21		
016520	10/13/23	P	Costa Mesa Police Association	0000001819	7,260.00
			Line Description: Payroll Deduction 23-21		
016521	10/13/23	P	Costa Mesa Police Management Assn	0000005082	315.00
			Line Description: Payroll Deduction 23-21		
016522	10/13/23	P	Daniel Bruno	0000029161	40.00
			Line Description: Field Training Officer		
016523	10/13/23	P	Daniel Holl	0000023321	16.00
			Line Description: ICS 400		

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>
016524	10/13/23	P	Deborah Wondercheck	0000029941	300.00
			Line Description: Art Comm Mtn Jul-Sep 2023		
016525	10/13/23	P	Donald Soldan	0000018603	235.64
			Line Description: RIO/CEET Reginal Instructor		
016526	10/13/23	P	Eliasar Maldonado	0000016255	235.64
			Line Description: Registered Instructor Orientn		
016527	10/13/23	P	Elizabeth Duesund	0000020538	138.86
			Line Description: CCUG Annual Training		
016528	10/13/23	P	Eloisa Peralta	0000026154	74.00
			Line Description: Women Leaders in Law Enfmnt		
016529	10/13/23	P	Emanuel Sanchez Haro	0000030370	407.00
			Line Description: EVOC		
016530	10/13/23	P	Erica Lucia	0000029943	300.00
			Line Description: Art Comm Mtn Jul-Sep 2023		
016531	10/13/23	P	Erik Rosado	0000018722	24.00
			Line Description: field Training Officer Update		
016532	10/13/23	P	Francisco Diaz	0000030368	40.00
			Line Description: Corrections Training Officer		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
016533	10/13/23	P	Gloria Lemus	0000017139	29.48
			Line Description: Crisis Intervention&Behaviour		
016534	10/13/23	P	Griffin Dooley	0000030016	402.63
			Line Description: Outreach Milage Exp-Sep 23		
			Outreach Milage Exp-Aug 23		
016535	10/13/23	P	Guyon Foxwell	0000029370	1,250.00
			Line Description: College Tuition Reimb-Summer23		
016536	10/13/23	P	Heidi Zuckerman	0000029942	300.00
			Line Description: Art Comm Mtn Jul-Sep 2023		
016537	10/13/23	P	Ian Howard	0000029410	40.00
			Line Description: Field Training Officer		
016538	10/13/23	P	Isaiah Ashby	0000027738	16.00
			Line Description: Basic Peer Support		
016539	10/13/23	P	James Haney	0000029091	16.00
			Line Description: Basic Peer Support		
016540	10/13/23	P	James Mun	0000029931	1,275.35
			Line Description: Outreach Milage-Sept 23		
			Outreach Milage Reimb-Aug 23		
016541	10/13/23	P	Jared Barnes	0000014094	201.24
			Line Description: Special Planning Event		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
016542	10/13/23	P	Jason Chamness	0000014287	259.00
			Line Description: IACP Conference		
016543	10/13/23	P	Jay Kim	0000029617	16.00
			Line Description: Basic Peer Support		
016544	10/13/23	P	Jeffrey Horn	0000009003	697.05
			Line Description: Qrtly Retiree Medical Payment		
			Qrtly Retiree Medical Payment		
016545	10/13/23	P	Jennifer Sommers	0000021555	139.50
			Line Description: AWI Conference		
016546	10/13/23	P	Jesse Chartier	0000023836	24.00
			Line Description: Internal Affairs		
016547	10/13/23	P	Joe Lopez	0000026113	40.00
			Line Description: Domestic Violence Investigatn		
016548	10/13/23	P	Jonathan Roman	0000030128	24.00
			Line Description: Drug Abuse Recognition		
016549	10/13/23	P	Jonathan Smith	0000023435	103.50
			Line Description: ABC00TC Grant Training		
016550	10/13/23	P	Jonathan Tripp	0000023628	16.00
			Line Description: Crisis Intervention Training		
016551	10/13/23	P	Joyce LaPointe	0000006332	333.00

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Women Leader in Law Enforcemnt IACP Conference-JLP		
016552	10/13/23	P	Kathleen Sapida	0000029556	16.00
			<i>Line Description:</i> Female Enforcer&Emotional Surv		
016553	10/13/23	P	Laura Davis	0000012465	16.00
			<i>Line Description:</i> Femal Enforcer&Emotional Surv		
016554	10/13/23	P	Mark Working	0000030369	407.00
			<i>Line Description:</i> EVOC		
016555	10/13/23	P	Matthew Gonzales	0000026766	40.00
			<i>Line Description:</i> Field Training Officer		
016556	10/13/23	P	Michelle Bradbury	0000014380	74.00
			<i>Line Description:</i> Women Leader in Law Enfrcmnt		
016557	10/13/23	P	Miguel Villana Allende	0000030367	79.12
			<i>Line Description:</i> Crisis Intervention		
016558	10/13/23	P	Mohcine Chirar	0000021517	202.09
			<i>Line Description:</i> Safety Shoes		
016559	10/13/23	P	Monique Beckner	0000008066	500.00
			<i>Line Description:</i> Clothing Allowance 23-24		
016560	10/13/23	P	Nicole Brown	0000012358	74.00
			<i>Line Description:</i> Women Leader in Law Enfcmnt		

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>
016561	10/13/23	P	Raja Sethuraman	0000005084	41.06
			<i>Line Description:</i> League of CA Lyft Svcs		
016562	10/13/23	P	Ramon Hernandez	0000024528	21.94
			<i>Line Description:</i> CA Homicide Inv Assn Conf		
016563	10/13/23	P	Rene Macias	0000000536	25.00
			<i>Line Description:</i> Court Parking Exp Reimb		
016564	10/13/23	P	Richard Lippincott	0000027736	25.00
			<i>Line Description:</i> Honor Guard Training		
016565	10/13/23	P	Ruben Salas	0000017869	55.00
			<i>Line Description:</i> Commercial Driver License		
016566	10/13/23	P	Sandy Soukhaseum	0000025300	104.80
			<i>Line Description:</i> CA Sex & Arson Registry Trng		
016567	10/13/23	P	Sarah Davila	0000026049	434.53
			<i>Line Description:</i> Practical Shooting Incident		
016568	10/13/23	P	Shane Dean	0000029614	24.00
			<i>Line Description:</i> Safe Schools Conference		
016569	10/13/23	P	Stephanie Selinske	0000011795	74.00
			<i>Line Description:</i> Women Leader in Law Enfcmnt		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
016570	10/13/23	P	Steve Ely	0000029457	543.63
			Line Description: MISAC Conf Lodging Exp		
016571	10/13/23	P	Tony Gracia	0000029589	95.76
			Line Description: Outreach Milage-Aug 23		
			Outreach Milage-Sep 23		
016572	10/13/23	P	US Bank	0000002228	173,471.06
			Line Description: Annual Membership		
			CNG Fuel for Unit #342		
			Label Maker		
			Mag Safe Card Holder		
			Office Supplies		
			Business Meeting		
			Employee Uniforms		
			Office Supplies (Admin)		
			Office Supplies (Transport)		
			Office Supplies (Energy/Sust)		
			Monitor		
			CN6-342		
			Monthly-Tablet-Ely		
			Monthly-Microsoft 365		
			Monthly-Tablet-Lorenzana		
			Monthly-Online Queue System		
			Teams Pro Annual Subscript-7		
			Monthly-Online Meeting Pltfrm		
			Empty Sandbags-Hurricane Hilar		
			VISIO Plan 2		
			Supp-Upcoming Dept Meeting		
			Power BI Prem User Online Svs		
			Latex 110/115 Printer Ink & Op		
			UV3 Clear Gloss Printable UV L		
			Biennial Renewal-Civil Enginee		
			CA Building Plans Examiner Cer		
			Screen Protector City Cell Pho		
			Coffee Supplies		

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i>		
			PC Mouse/USB 6ft Adapters (20)		
			400-Ez Band Black 36' Tree Tie		
			2 Snapcharge Laptop Lockers		
			CEAOC Luncheon R. Sethuraman		
			Mouse&Keyboard Wrist Rest/Pad		
			Cannabis Cloud Base Storage		
			Planning Comm. Busines Meeting		
			CE Cert Class-OFC M Arredondo		
			Valve Actuator		
			Ice Machine Cleaner		
			Automatic Soap Dispenser		
			Keurig Compatible Descaling So		
			RSD		
			Stick Pins 1 1/4"		
			Oral Board Lunch		
			Meet & Greet Supplies		
			Mesa Water		
			Oral Board Meals		
			Training Registration		
			Conference		
			Monthly Connection Fee		
			Conference Hotel Booking Fee		
			Conference Hotel 2 Night Stay		
			New Uniforms; Assistant Fire C		
			Gatorade FS 2		
			Gatorade for FS 1		
			Gatorade for FS 4		
			Collar Brass;AFC Captain Level		
			Tuffy Security Products/Cup Ho		
			Electric Fan		
			Office Supplies		
			Fuel for OES Prepo Storm		
			Lodging for OES Prepo Storm		
			Lunch/Dinner-OES Prepo Storm		
			Protective Case Fire Invest Ca		
			Food-Youth Sports		
			CIP-Refreshments/Food		
			Yrly Mbrshp-Pro Dev-WLS		
			Supp-23 Hurricane Hilary		

SUMMARY CHECK REGISTER

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-Community Garden
Supplies/Snacks for EMS Classr
Air Fresheners-NHCC
Door Stops-NHCC/Movies in Park
Membership Payment
Annual Membership Sub
Office Supp-BCC
Food/Supp-Youth Sports
Food/Supp-On-site Reg Staff
Excursion Fee-Camp CM 8/8 8/10
Excursion Fee-Teen Camp 7/26/2
Coffee; Command Staff Meeting
Rec Equip-LEAP
Health Items-LEAP
Office Equip-LEAP
Arts/Crafts Supp-LEAP
Office of Emergency Management
Event Parking
Event Supplies
Mural Supplies
Food/Supp-Day Camp
Credit-Excursion Fee-Day Camp
Excursion Fee-Day Camp 7/27 8/
Membership Image Srvs
Stell Sawhorses-Sta 6
Best Buy Total Membership
Filters for Sta 6 Fridges
Repair of Sta 3 Stove Burner
File Sharing Membership Fire P
Filters for Station 6 Ice Mach
Honeywell O2 Gas Detector Sens
Office Chairs for Sta 5 Kitche
Fuel; Cal OES Prepo
Dinner;Cal OES Prepo
Hotel; CAL OES Prepo
Meals; Cal OES Prepo
Tools-ROCKS
Food/Supp-ROCKS
Rec Equip-ROCKS

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: Office Supp-ROCKS
Drawing Supp-ROCKS
Safety Items-ROCKS
Bottled Water-ROCKS
Arts/Crafts Supp-ROCKS
Massage Website Sub
Supplies-Teen Center
Excursion Fee 7/31/23
Food/Supp-Teen Center
Excursion Parking Fee 8/4/23
Snacks-Teen Center Registratio
Supplies-Scarecrow Fest
K-9 Equipment
Board Training
Water-Conference Room Meeting
Frames for Employee Recognitio
Supplies for Employee Recognit
Annual Renewal Harvard Busines
SIU-Tape for Fake Kilos
KanexPro & HDMI Cables for Tra
Credit
Wall Mount Fans for Locker Roo
Computer Software for Jail
Cleaning Solutions Solvents Ja
Misc. Shop Supplies
Prime Membership
Monthly Cloud Subs
Annual Subscription Premier
Food/Supp-Teen Program
Rec Equip-Youth Sports
Office Supp-Youth Sports
Excursion-Teen Prog 8/2/23
Excursion-Teen Prog 8/9/23
Excursion- Teen Prog 8/8/23
Excursion-Teen Prog 7/25/23
Excursion Parking-Teen Prog 8/
Excursion/Parking-Teen Prog 8/
CPOA FOP Legal Coverage
FAA Drone Registration 2 Drone

SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i>		
			Rec Equip-DAC		
			Maint Equip-DAC		
			Office Equip-DAC		
			Safety Items-DAC		
			Lifeguard Training Courses		
			CPR/1st Aid Training Courses		
			Refund-CPR/1stAid Train Course		
			Refund-Lifeguard Training Cour		
			Teen Academy		
			Storage Boxes		
			BBQ Grill Cover		
			Prize Wheel Supplies		
			Crime Prevention Meeting		
			NMUSD/IKEA Back to School		
			Animal Srvs		
			MCV Supplies		
			Office Supplies		
			Animal Srvs Office		
			Animal Srvs Storage		
			Animal Srvs Supplies-Pet Food		
			SanDisk Ultra-Office Supplies		
			Traffic Supplies MCV Battery J		
			Food-Staff Meeting		
			Supp-Movies in Park		
			Supp-Special Events		
			Refreshments-Seniors		
			Equip-Center/Outreach		
			Refresh/Supp-Intl Food Fair		
			Centerpiece Supp-Special Event		
			Food-Veterans Social Group		
			Laptop Case		
			Small Tools		
			Tuition/CHIA		
			Lodging/K9 HITS		
			1/2 Tuition/PIX4D		
			Tuition/FTO Updates		
			CHIA Membership Dues		
			Desktop Glass Whiteboard		
			Toll Road use for Unit 726		

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i>		
			Tuition/Legislative Update		
			Lodging/Gang Investigations		
			Tuition/Adv Critical Incident		
			Tuitions		
			Credit Card Srvs Charge		
			Paintball Harness, Alpha Pods		
			Supp-Special Event		
			Equip-Cricut Training		
			Shipping Supp-Rreturn		
			Ergonomic Office Equip		
			Greeting Cards-Seniors		
			Credit-Supp-Intl Food Fair		
			Refreshments-Water Station		
			Supp-Ivana's Crafty Corner		
			Refresh/Supp-Intl Food Fair		
			Snr Ctr New Membership Supp		
			Monthly Streaming Subscription		
			Aquatic Training		
			Scarecrow Festival Supp		
			Women in Leisure Svs-Training		
			Rec Equip-DAC		
			Maint Equip-DAC		
			Emergency Supp-Shelter		
			Office Supp-Fields		
			Name Plate-Spring 23 Sn Champ		
			Stamp Signature		
			Wagon-Box Truck Equip		
			Emergency Equip Prep-Hurricane		
			Snacks-Commn, Commt, Workshops		
			Power Cords		
			Office Supplies		
			Prime Monthly Fee		
			Office/Cleaning Supplies		
			Meals-Commissioners(PACS)		
			Squeegee-Cleaning Glass Surfac		
			Domain Name Registration		
			City Council Meeting-Meals		
			Refund-Biodegradeable Plates		
			Speacial Study Session-Meals		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: Advantage Annual Plan Renewal
Biodegradeable Plates-Salem's
Coffee-CMO
Dais Snacks-Council
Membership Renewal-CM
League Conf Flight-DCM
Paper Supp-Central Svs
reMarkable Monthly Fee
Arts/Crafts Supp-Shadow Box
Chargers Promo Items-Council
OCCMA Mbrshp Renewal-CM, DCM
Deposit-Refresh Svs-Pony10U Ce
reMarkable Monthly Fee
OC Women's Health Summit
OC Hispanic Heritage-Spnsrshp
Dais Snacks-Council Study Sesh
Stylebook
Mobile App Acct
Macbook Design Tablet
Monthly Subscription Fees
Business Meeting Food
Items-Shelter
Pro Dev Notary
Prime Membership
Boots-CE OFC Mike B
Pro Dev CPR-Tony Gracia
Mileage Tracking Software
iCloud Storage-Stephani E
Notary Registration Pro Dev
Outreach Clients Ride Share
Office Supply Compressed Air
Shelter Storage Unit Boxes

016576	10/13/23	P	Vijay Chawla	0000025171	40.00
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Line Description: Field Training Officer

016577	10/13/23	P	Zachary Finkelstein	0000029123	450.00
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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: Intermediate Fire Behavior

TOTAL	\$207,954.93
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Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0244897	10/13/23	P	BIT Pros Inc	0000029087	17,605.79
<i>Line Description:</i> Fan Clutch-#524					
Leak Repair-#522					
Turbo Assy Replace-#514					
Cab Lock Sensor-#525					
Leak Caused Loos Fitting-#551					
A/C Compressor-#551					
Shift PumOp-#524					
Hose Removal/Replace-#552					
Protection Valve Replace-#517					
Fan Clutch-#524					
Defective Module-#515					
0244898	10/13/23	P	Bob Hall & Associates	0000027193	32,430.00
<i>Line Description:</i> Recruitment Consulting					
Recruitment Consulting					
Recruitment Consulting					
0244899	10/13/23	P	BrightView Landscape Services Inc	0000026055	202,913.71
<i>Line Description:</i> Landscape Maint Svc-Sept 23					
Irrigation Svcs-Sept 23					
0244900	10/13/23	P	Cabco Yellow Inc	0000028576	21,151.25
<i>Line Description:</i> Sr Medical Transp Svcs-July 23					
Sr Mobility Prog-Jul 23					
0244901	10/13/23	P	City of Brea	0000008323	39,172.00
<i>Line Description:</i> 2023-24 ILJAOC Mbrshp					
0244902	10/13/23	P	MK Electric Inc	0000029674	22,576.58
<i>Line Description:</i> Electrical Repair @ Joann Bike					

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0244903	10/13/23	P	National Auto Fleet Group	0000021631	310,971.15
			Line Description: Sales Tax 7.75% Allman GR Series Portable Ligh Shipping Fee		
0244904	10/13/23	P	Orange County Treasurer Tax Collector	0000003489	19,934.75
			Line Description: Parking Citation Process Aug23		
0244905	10/13/23	P	SCA of CA, LLC	0000029971	122,315.87
			Line Description: Street Sweeping-Sept 23		
0244906	10/13/23	P	Siemens Industry Inc	0000002904	16,588.00
			Line Description: Purchase & Installation three		
0244907	10/13/23	P	Southern California Edison Company	0000004088	227,046.87
			Line Description: 734 James 9/6-10/04/23 707 W18th 9/6-10/4/23 SD Fwy On/Off 9/1-9/30/23 NPRT Fwy/Baker 9/1-9/30/23 19th/NPT 9/1-9/30/23 Baker/Royal Palm 9/1-9/30/23 Volcom Sk Pk 8/31-10/1/23 980 Arlington 8/31-10/01/23 970 Arlington 8/31-10/01/23 2750 Fairview 8/31-10/01/23 1895 Irvine 8/30-9/28/23 Tennis Center 8/31-10/01/23 Signal Various 9/6-10/04/23 Street Lights 9/1-9/30/23 EE/OBF Loan-10/2/23 Fac & Equip 9/1-9/30/23 BCC 9/6-10/4/23 Sunflower/Plaza 9/1-9/30/23 EE/BF Loan-10/02/23		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
<i>Line Description:</i> 885 Junipero 8/31-10/01/23 1624 Gisler 8/30-9/28/23 Joann Bike Trail 9/1-9/30/23 3460 Smalley 8/30-9/28/23 1990 Placentia 9/5-10/3/23 Park Maint 9/1-9/30/23 744 James 9/6-10/4/23 711 W 18th 9/6-10/4/23 2590 Placentia 9/6-10/4/23 740 James 9/6-10/4/23 567 W 18th 9/6-10/4/23					
0244909	10/13/23	P	TDG Engineering, Inc.	0000030004	42,216.50
<i>Line Description:</i> Fairview Road Active Transport					
0244910	10/13/23	P	WLC Architects Inc	0000023955	19,292.78
<i>Line Description:</i> FS 4 Training Facility CM FS1 HVAC Improvement					
0244911	10/13/23	P	Ware Disposal Inc	0000000255	42,185.17
<i>Line Description:</i> Scheduled Dump Day Events Scheduled Dump Day Events Scheduled Dump Day Events Scheduled Dump Day Events Costa Mesa Bulky Item Collecti Costa Mesa Bulky Item Collecti Solid Waste Collection Srvs CF Scheduled Dump Day Events Solid Waste Collection CF					
0244912	10/13/23	P	West Coast Arborists Inc	0000004498	33,680.40
<i>Line Description:</i> Tree Maint 9/1-9/15/2023					
0244913	10/13/23	P	A & A Wiping Cloth Inc	0000018633	2,763.79

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Warehouse Stock		
0244914	10/13/23	P	Aamco Transmissions & Total Car Care	0000029544	4,537.33
			Line Description: Transmission Repair-Unit #789		
0244915	10/13/23	P	Alldata	0000018288	1,500.00
			Line Description: Online Subscription		
0244916	10/13/23	P	Anne Marie Lister	0000030342	415.00
			Line Description: Face Pntg 4 Scarecrow Fest		
0244917	10/13/23	P	Blue Cosmo	0000026920	684.92
			Line Description: Satellite Phone Svcs-Sep 23		
0244918	10/13/23	P	Brandy Young-Guzman	0000029791	1,000.00
			Line Description: ArtVenture Phtography Svcs		
0244919	10/13/23	P	CBE	0000015149	669.85
			Line Description: Copier Maint 9/5-10/4/23		
			Copier Maint 9/5-10/4/23		
			Copier Maint 9/5-10/4/23		
			Copier Maint 9/5-10/4/23		
			Copier Usage 9/5-10/4/23		
			Copier Maint 9/5-10/4/23		
0244920	10/13/23	P	CDW Government Inc	0000005402	825.75
			Line Description: Docking Station		
0244921	10/13/23	P	California Park & Recreation Society	0000005095	3,388.32
			Line Description: CPRS Mbrshp 10/31/23		

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>
0244922	10/13/23	P	Canon Financial Services Inc	0000023241	995.42
			Line Description: Copier Lease 9/1-9/30/23 Copier Lease 8/20-9/19/23		
0244923	10/13/23	P	Cassius Rutherford	0000026851	300.00
			Line Description: Park/Comm Svs Comm Jul-Sep 23		
0244924	10/13/23	P	ChartRequest	0000030374	84.25
			Line Description: Record Retrieval-Investigation		
0244925	10/13/23	P	Cindys Jumpers LLC	0000029874	2,290.80
			Line Description: Corn Maze Obstacle, Canopy		
0244926	10/13/23	P	Circus Joy	0000029376	800.00
			Line Description: Scarecrow Event Performance		
0244927	10/13/23	P	Cobey Huish	0000029924	7,000.00
			Line Description: Refund Permit PS20-00431		
0244928	10/13/23	P	Costa Mesa Civic Playhouse	0000030345	1,000.00
			Line Description: Art Crawl Host		
0244929	10/13/23	P	Costa Mesa Lock & Key	0000001817	992.19
			Line Description: Locks Lock & Key Svcs-Jail Replace Cylinder		
0244930	10/13/23	P	County of Orange	0000003486	1,129.32

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Teletype Svcs-Sept 2023		
0244931	10/13/23	P	Daniels Tire Service	0000001922	9,526.18
			<i>Line Description:</i> Warehouse Stock Warehouse Stock Warehouse Stock Warehouse Stock		
0244932	10/13/23	P	Data Ticket Inc	0000010929	3,952.01
			<i>Line Description:</i> Ck #242039 Replacement		
0244933	10/13/23	P	Dekra-Lite	0000016194	3,674.09
			<i>Line Description:</i> Snoopy House Decorations		
0244934	10/13/23	P	Dell Computer Corp	0000001962	145.04
			<i>Line Description:</i> Keyboard		
0244935	10/13/23	P	Dennis Grubb & Assoc. Willdan Engr. Co	0000030346	6,358.93
			<i>Line Description:</i> FD Plan Check-Jun 23 FD Plan Check-Sep 23 FD Plan Check-Jul 2023 FD Plan Check-Aug 23		
0244936	10/13/23	P	Ecolab Pest Elimination	0000024420	1,364.69
			<i>Line Description:</i> Pest Control Svcs-Sept 23		
0244937	10/13/23	P	Edwin Everett	0000005981	500.00
			<i>Line Description:</i> Cothing Allowance 23-24		
0244938	10/13/23	P	Elizabeth Dorn Parker	0000029192	300.00
			<i>Line Description:</i> Park/Comm Svs Comm Jul-Sep 23		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0244939	10/13/23	P	Entrust Janitorial LLC	0000030309	875.00
			Line Description: Janitorial Svcs @ 3190 Airport		
0244940	10/13/23	P	FM Thomas Air Conditioning Inc	0000017151	11,627.26
			Line Description: HVAC Maint Svcs-Aug 23		
			Cooling Maint		
			Sensor Replacement		
			HVAC Maint Svcs-Sept 23		
0244941	10/13/23	P	Farhan Chowdhury	0000030269	90.00
			Line Description: Basketball Referee-10/9/23		
0244942	10/13/23	P	Fed Ex	0000002190	19.59
			Line Description: Ground Delivery		
0244943	10/13/23	P	Federal Technology Solutions Inc	0000024174	7,654.15
			Line Description: Data Connections - 4th Floor R		
0244944	10/13/23	P	Fisher Derderian	0000030055	300.00
			Line Description: Art Comm Mtn Jul-Sep 2023		
0244945	10/13/23	P	Fleet Services Inc	0000002239	877.08
			Line Description: Brakes-#525		
0244946	10/13/23	P	Fortel Traffic Inc	0000015480	7,171.86
			Line Description: Radar Speed Feedback Sign		
0244947	10/13/23	P	Getty Images US Inc	0000003307	3,520.00

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Oct 12, 2023

Run Time 11:41:02 AM

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Subscription Renewal		
0244948	10/13/23	P	Grainger	0000002393	1,570.97
			<i>Line Description:</i> Hardware		
			Hardware		
			Hardware		
			Hardware		
			Hardware		
			Hardware		
			Hardware		
0244949	10/13/23	P	Graybar Electric Company Inc	0000002397	72.62
			<i>Line Description:</i> Electrical Supplies		
			Electrical Supplies		
0244950	10/13/23	P	Green Choice Design Group Inc	0000021689	11,350.00
			<i>Line Description:</i> Review Plans & Spec@TWLP		
0244951	10/13/23	P	HCI Systems Inc	0000023295	8,904.40
			<i>Line Description:</i> Fire Alarm System Upgrade @ Se		
0244952	10/13/23	P	Hanks Electrical Supplies	0000002445	658.85
			<i>Line Description:</i> Electrical Supplies		
			Electrical Supplies		
			Electrical Supplies		
0244953	10/13/23	P	Harbor All Glass & Mirror Inc	0000002453	2,879.60
			<i>Line Description:</i> Glass Replacement		
0244954	10/13/23	P	Hoag Memorial Hospital Presbyterian	0000002546	42.77
			<i>Line Description:</i> 2nd Qtr CY23 Pharmaceuticals		

SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0244955	10/13/23	P	Interstate Batteries of California Coast	0000002700	157.06
			Line Description: Batteries		
0244956	10/13/23	P	Irv Seaver Motorcycles	0000010272	1,840.32
			Line Description: Brakes		
0244957	10/13/23	P	Irvine Ranch Water District	0000005112	1,281.32
			Line Description: 308 University 9/6-10/5/23		
			258 Brentwood 9/6-10/5/23		
			2603 Elden 9/6-10/5/23		
			106 Del Mar 9/6-10/5/23		
			261 Monte Vista 9/6-10/5/23		
			220 23rd St 9/6-10/5/23		
			170 Del Mar 9/7-10/5/23		
0244958	10/13/23	P	Jeffrey Brian Abbit	0000029375	700.00
			Line Description: STROLLING MAGIC & COMEDY SHOW		
0244959	10/13/23	P	Jennifer W Harrison	0000029300	575.00
			Line Description: FACE PAINTING		
0244960	10/13/23	P	KOA Corporation	0000003129	3,045.00
			Line Description: Adams Imprv Proj-Aug 23		
			Adam Imprv Proj-Jul 23		
			Adam Imprv Proj-Apr 22		
			Adam Imprv Proj-Jan 22		
0244961	10/13/23	P	Kelly Brown	0000029489	300.00
			Line Description: Park/Comm Svs Comm Jul-Sep 23		
0244962	10/13/23	P	LN Curtis & Sons	0000002983	429.06

SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Fightfighting Equipment (FFE)		
0244963	10/13/23	P	Linscott Law & Greenspan Engineers Inc	0000010877	2,220.00
			<i>Line Description:</i> On-Call Services 2023-2024		
0244964	10/13/23	P	Loomis	0000019082	425.04
			<i>Line Description:</i> ARMORED CAR SERVICES		
0244965	10/13/23	P	Manufactured Home Inspection, INC.	0000030219	7,250.00
			<i>Line Description:</i> Rehab Grant-1789 Newport Blvd		
0244966	10/13/23	P	Mouse Graphics	0000001170	1,215.42
			<i>Line Description:</i> New Area Maps for Patrol		
0244967	10/13/23	P	National Data & Surveying Services	0000021249	525.00
			<i>Line Description:</i> 24Hr ADT/Speed Counts-1978 Ora 24Hr ADT/Speed Counts-Coast Dr 24Hr ADT/Speed Counts-1984 Ana ADT/Speed Counts-Monrovia Bet. ADT/Speed Counts-Iowa Bet Colo		
0244968	10/13/23	P	Norwood Management LLC	0000029243	13,261.00
			<i>Line Description:</i> Rent October 2023		
0244969	10/13/23	P	Office Depot	0000003394	7,842.37
			<i>Line Description:</i> Supplies-PS Admin Supplies-Police Investigations Supplies-Police Admin/Support Supplies-CEO-Comms&Marketing Supplies-Police Field Ops Supplies-Police Records Supplies-Senior Center		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Supplies-Finance Admin Supplies-Police Admin Supplies-Transport Supplies-City Clerk Supplies-Fire&Rescue Supplies-Telecom Ops Supplies-City Manager		
0244970	10/13/23	P	Orange County Mosquito & Vector Control	0000021750	747.55
			<i>Line Description:</i> Inspection Treatment Aug 2023		
0244971	10/13/23	P	Orange County Museum of Art	0000017995	2,431.25
			<i>Line Description:</i> MEMBERSHIP		
0244972	10/13/23	P	Orange County School of Arts Foundation	0000029792	3,500.00
			<i>Line Description:</i> ArtVentur Entertainment		
0244973	10/13/23	P	Pacific Medical Waste	0000029793	186.54
			<i>Line Description:</i> Biohazard Disposal Aug 2023		
0244974	10/13/23	P	Paul's Pet Food Express	0000026626	239.61
			<i>Line Description:</i> Food for PSD Aran Food & Supplies for PSD Bodi		
0244975	10/13/23	P	Peace of Mind Financial Consulting Inc	0000029150	7,840.00
			<i>Line Description:</i> Srvs for Sep 2023		
0244976	10/13/23	P	Priority Landscape Services LLC	0000026592	6,000.00
			<i>Line Description:</i> Tree Care & Plantings Aug 2023		
0244977	10/13/23	P	Prudential Overall Supply	0000025480	396.40

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Towel Svcs-Aug 2023		
0244978	10/13/23	P	RVCAP INC	0000030073	4,082.46
			<i>Line Description:</i> 730 Body Repair Body Repair-713		
0244979	10/13/23	P	RWC Group	0000025932	4,709.27
			<i>Line Description:</i> Maintenance for Repair of Ambu		
0244980	10/13/23	P	SHI International Corp	0000016007	1,035.38
			<i>Line Description:</i> ELECTRONIC EQUIPMENT		
0244981	10/13/23	P	Santa Ana College	0000003752	2,944.00
			<i>Line Description:</i> Post Training Post Training		
0244982	10/13/23	P	Scott Glabb	0000020105	300.00
			<i>Line Description:</i> Park/Comm Svs Comm Jul-Sep 23		
0244983	10/13/23	P	Sean Simon	0000029869	90.00
			<i>Line Description:</i> Basketball Referee-10/9/23		
0244984	10/13/23	P	Sharpline Solutions Inc	0000025805	1,316.62
			<i>Line Description:</i> Mounting Base, Anchor, Pedestr		
0244985	10/13/23	P	Shaw HR Consulting Inc	0000021706	1,140.00
			<i>Line Description:</i> Reasonable Accomodation		
0244986	10/13/23	P	Shyanne Wright	0000030053	300.00

SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
<i>Line Description:</i> Park/Comm Svs Comm Jul-Sep 23					
0244987	10/13/23	P	Skylite Tec	0000030252	2,090.00
<i>Line Description:</i> Install new Skylights @ Heller					
0244988	10/13/23	P	Southern California Fleet Services Inc	0000030072	3,767.65
<i>Line Description:</i> Stock-Drier					
Stock-Elbow Connector					
Stock-Throttle Valve					
Stock-Rod Level, Leveling Valv					
0244989	10/13/23	P	Sparkletts	0000015725	132.89
<i>Line Description:</i> Water Delivery Svcs - Fire					
0244990	10/13/23	P	Spectrum Gas Products	0000012653	711.58
<i>Line Description:</i> Received Cyl for Maint					
Gas Products Oxygen Medical					
Hydrotest, Oxygen Medical					
Medical Lg Cyl Rent					
Medical Cyl Rent					
Medical Lg Cyl Rent					
Medical Cyl Rent					
Gas Products Oxygen Medical					
Medical Lg Cyl Rent					
0244991	10/13/23	P	Staples Advantage	0000024532	6,124.94
<i>Line Description:</i> Office Supplies-Police					
Office Supplies-Parks					
Office Supplies-Fire					
Office Supplies-HR					
Office Supplies-Building					
Office Supplies-Code Enforceme					
Office Supplies-City Manger					
Office Supplies-Planning					

SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0244992	10/13/23	P	State of California Dept of Justice	0000001534	833.00
			Line Description: Livescan/Fingerprinting Servic		
0244993	10/13/23	P	Susan Lachner	0000025019	150.00
			Line Description: ENTERTAINMENT AGREEMENT		
0244994	10/13/23	P	Terry Wall	0000030052	300.00
			Line Description: Park/Comm Svs Comm Jul-Sep 23		
0244995	10/13/23	P	The Intersect Group, LLC	0000030170	2,697.81
			Line Description: Temp-Alexis L Week End 10/1/23		
			Temp-Dustin C Week End 10/1		
0244996	10/13/23	P	Time Warner Cable	0000011202	640.97
			Line Description: Equipment Fees-PD Areas 1 & 2		
			Cable Box Upgrade for 2nd Fl		
			Cable Services-City Hall		
			Cable Service-City Hall		
			2310 Placentia A Internet/Cabl		
0244997	10/13/23	P	Twist and Shout Events Inc.	0000030371	870.00
			Line Description: Caricature Artist for Barkocto		
0244998	10/13/23	P	Tyler Technologies Inc	0000027279	831.25
			Line Description: Land Management System		
0244999	10/13/23	P	USI Inc	0000005890	247.91
			Line Description: LAMINATING MATERIALS		

SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245000	10/13/23	P	Uline	0000010970	3,038.36
			Line Description: Supplies for Property		
0245001	10/13/23	P	United Site Services of California Inc	0000015552	294.09
			Line Description: Portable Toilet Srvs 8/1-8/31		
			Portable Toilet Srvs 6/21-7/18		
			Portable Toilet Srvs 7/1-7/31		
			Portable Toilet 6/21-7/18		
0245002	10/13/23	P	United Tactical Systems, LLC	0000029251	10,323.80
			Line Description: Pepperball launchers & soft ca		
0245003	10/13/23	P	Verified First LLC	0000027240	55.00
			Line Description: Pre-Employment Credit Checks		
			Pre-Employment Credit Checks		
0245004	10/13/23	P	Verizon Wireless	0000008717	11,683.06
			Line Description: FIRE IPADS		
			Cellular Srvs 7/16-8/15/23		
			FIRE IPADS 8/29-9/17/2023		
			WIRELESS PHONE 8/18-9/17/2023		
			WIRELESS PHONE 8/18-9/17/23		
			Broadband Srvs 7/24-8/23/23		
0245005	10/13/23	P	Vulcan Materials Company	0000007403	290.61
			Line Description: Asphalt Potholes Sidewalk Ramp		
			Asphalt Potholes Sidewalk Ramp		
0245006	10/13/23	P	Waterline Technologies Inc	0000014520	419.34
			Line Description: DRC Pool Treatment		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245007	10/13/23	P	Waxie Sanitary Supply	0000004480	550.51
			Line Description: Sanitary Supply Sanitary Supply		
0245008	10/13/23	P	Wet Okole Hawaii Inc	0000029644	2,101.12
			Line Description: Patrol Unit Seat Covers		
0245009	10/13/23	P	Yunex LLC	0000029573	10,246.78
			Line Description: Maintenance Services Agreement TS Newport & Bay KD		
0245010	10/13/23	P	Zoll Medical Corporation	0000021290	2,951.38
			Line Description: Auto Pulse Equipment		
					TOTAL \$1,423,570.57

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245011	10/13/23	P	CHC: Creating Healthier Communities	0000008015	10.00
			Line Description: Payroll Deduction 23-21		
0245012	10/13/23	P	CalPERS Long-Term Care Program	0000006287	184.27
			Line Description: Payroll Deduction 23-21		
0245013	10/13/23	P	Pamela Lilly	0000025324	750.00
			Line Description: Payroll Deduction 23-21		
0245014	10/13/23	P	State of California	0000001546	150.00
			Line Description: Payroll Deduction 23-21		
0245015	10/13/23	P	State of California	0000001546	776.70
			Line Description: Payroll Deduction 23-21		
0245016	10/13/23	P	State of California	0000001546	216.77
			Line Description: Payroll Deduction 23-21		
TOTAL					\$2,087.74

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
016578	10/20/23	P	Caroline Tse	0000027094	80.00
		Line Description: Conference Parking Exp Reimb			
016579	10/20/23	P	Ellen Medalle	0000029921	83.60
		Line Description: Conference Parking Exp Reimb			
016580	10/20/23	P	Robert Matsuura	0000026533	80.00
		Line Description: Conference Parking Exp Reimb			
016581	10/20/23	P	Travel Costa Mesa	0000024750	312,303.98
		Line Description: BIA Receipts Sep 2023			
TOTAL					\$312,547.58

amount

312,547.58

991,451.43

(1,369.90)

1,302,629.11

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245017	10/20/23	P	Cabco Yellow Inc	0000028576	23,826.00
		Line Description:	Sr Mobility Prog-Sep 23 Sr Medical Transptn-Sep 23		
0245018	10/20/23	P	County of Orange	0000007209	37,618.51
		Line Description:	Radio Repair-Jul 2023 Radio Repair 4 Fire-Jul 2023 NPDES Water Quality FY23-24 NPT Bay TMDLs Cost Share 23-24		
0245019	10/20/23	P	FALCK MOBILE HEALTH CORP.	0000019807	198,650.50
		Line Description:	Surge Unit-Aug 2023 Ambulance Svcs 9/1-9/15/23 Ambulance Svsc 9/16-9/30/23		
0245020	10/20/23	P	IGM Technology Corp	0000029367	25,903.00
		Line Description:	Gravity Budget Software		
0245021	10/20/23	P	Kazoni Construction	0000029763	271,320.84
		Line Description:	Range Upgrade #22-03/#200094 Retention Proj #22-03/#200094		
0245022	10/20/23	P	Lyons Security Service Inc	0000027168	24,216.86
		Line Description:	Security Svcs at SC Sept 2023 24 Hr Security at Lions Park		
0245023	10/20/23	P	Pinnacle Petroleum, Inc	0000029315	80,555.97
		Line Description:	Unleaded Fuel-Corp Yard Unleaded Fuel-PD Unleaded Fuel-PD		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245024	10/20/23	P	WHP Trainingtowers	0000030251	79,294.90
			Line Description: PRE-FABRICATED TRAINING TOWERS		
0245025	10/20/23	P	Yunex LLC	0000029573	80,280.52
			Line Description: Routine June 2023		
			Callout June 2023		
			Routine for July 2023		
			Callout for July 2023		
			17th & Tustin KD		
			Placentia & 16th KD		
			Callout for May 2023		
			Newport & Victoria KD		
			Adams & Pinecreek KD		
			TS Harbor & South Coast KD		
0245026	10/20/23	P	AAA Electric Motor Sales & Service Inc	0000019861	33.83
			Line Description: Electrical Supplies		
0245027	10/20/23	P	ARC	0000022726	330.58
			Line Description: Thank You & Today Banners		
			Adventure City Hall Banner		
0245028	10/20/23	P	Agriserve Pest Control Inc	0000025268	400.00
			Line Description: Fruit Tree Suppression		
0245029	10/20/23	P	Allstar Fire Equipment Inc	0000000986	2,366.39
			Line Description: Safety Boots		
0245030	10/20/23	P	Amazing Tents & Events	0000029486	595.00
			Line Description: Pep Rally Stage Items		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245031	10/20/23	P	American Alarm Systems Inc	0000008900	127.50
			Line Description: FireMonitoring 11/1/23-1/31/24		
0245032	10/20/23	P	B & M Lawn & Garden Center	0000001151	236.86
			Line Description: General Svcs		
			General Svcs		
			General Svcs		
0245033	10/20/23	P	BBI-Beau Bureaux Interiors	0000026977	1,163.16
			Line Description: Delivery		
			Sales Tax 7.75%		
			Staff Chairs for Council Chamb		
0245034	10/20/23	P	Beau Hossler	0000029714	90.00
			Line Description: Basketball Referee 10/16/23		
0245035	10/20/23	P	Blue Cosmo	0000026920	1,369.90
			Line Description: Satellite Phone Svcs-Aug 2023		
			Satellite Phone Svcs-Aug 2023		
			Satellite Phone Svcs-Jul 2023		
			Satellite Phone Svcs-Jul 2023		
0245036	10/20/23	P	Bound Tree Medical LLC	0000011695	2,743.61
			Line Description: EMS Supplies		
			EMS Supplies		
0245037	10/20/23	P	Bracken's Kitchen Inc	0000029468	14,518.59
			Line Description: Shelter Food Svcs 10/2-10/8/23		
0245038	10/20/23	P	Bureau Veritas North America Inc	0000016616	1,800.50
			Line Description: Bing Plan Reivew		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Bldng Plan Reivew Fire Plan Review		
0245039	10/20/23	P	CALBO	0000001483	2,365.00
			<i>Line Description:</i> Ed Week Registration-10 Empls		
0245040	10/20/23	P	CBE	0000015149	1,351.83
			<i>Line Description:</i> Copier Maint 9/5-10/4/23 Copier Maint 7/5-8/4/23 Copier Maint 9/5-10/4/23 Copier Maint 9/5-10/4/23 Copier Maint 9/5-10/4/23		
0245041	10/20/23	P	CDW Government Inc	0000005402	3,894.20
			<i>Line Description:</i> ELECTRONIC EQUIPMENT ELECTRONIC EQUIPMENT		
0245042	10/20/23	P	Canon Financial Services Inc	0000023241	910.61
			<i>Line Description:</i> Copier Lease 9/20-10/19/23 Copier Lease 10/1-10/31/23		
0245043	10/20/23	P	City of Huntington Beach	0000002599	14,616.00
			<i>Line Description:</i> Helicopter Svcs-Aug 2023		
0245044	10/20/23	P	Community Controls	0000020782	400.00
			<i>Line Description:</i> Electrical Gates Maint		
0245045	10/20/23	P	Continental Interpreting Services Inc	0000024355	1,300.00
			<i>Line Description:</i> 2 Interpreters/Meeting		
0245046	10/20/23	P	County of Orange	0000003486	4,042.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> AFIS Fees-Oct 2023		
0245047	10/20/23	P	County of Orange	0000003473	886.10
			<i>Line Description:</i> Refuse Disposal@CO-Aug 23 Refuse Disposal@CO-Sep 23		
0245048	10/20/23	P	ECKERSALL LLC	0000025412	855.00
			<i>Line Description:</i> GIS Svcs 9/1-9/15/23		
0245049	10/20/23	P	Engineering Services & Design of Socal	0000030126	1,650.00
			<i>Line Description:</i> Construction Plans for PD poly		
0245050	10/20/23	P	Entenmann Rovin Company	0000002130	63.85
			<i>Line Description:</i> Badge Refinish		
0245051	10/20/23	P	Expo Propane Inc	0000017819	2,493.91
			<i>Line Description:</i> Propane-Corp Yard		
0245052	10/20/23	P	Flowater	0000029719	323.25
			<i>Line Description:</i> Water Filtration System for Co		
0245053	10/20/23	P	Fuel Pros Inc	0000026476	665.00
			<i>Line Description:</i> L2 Alarm Check FS #2 DO Inspection-Sep 23 CY DO Inspection-Sep 23 FS #6 Do Inspection-Sep 23		
0245054	10/20/23	P	GBS Linens	0000023879	743.38
			<i>Line Description:</i> Linen Cleaning Svcs		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245055	10/20/23	P	Galls LLC	0000002297	523.74
		Line Description:	Uniform-Dean Uniform-Luque Uniform-Dean Uniform-Bruno Uniform-M Perkins		
0245056	10/20/23	P	Grainger	0000002393	137.07
		Line Description:	High Visibility Yellow Vests		
0245057	10/20/23	P	Gunner Concrete	0000029574	1,118.40
		Line Description:	Concrete Delivery Concrete Delivery		
0245058	10/20/23	P	Industrial Electric Service	0000030340	986.67
		Line Description:	Convection Over Repair-Sr Cntr		
0245059	10/20/23	P	International Coatings Company Inc	0000025519	605.98
		Line Description:	Flat Fast Dry Paint		
0245060	10/20/23	P	James Snordan	0000029974	90.00
		Line Description:	Basketball Referee-10/11/23		
0245061	10/20/23	P	Kelly Spicers Stores	0000029500	654.84
		Line Description:	Color Copier Paper		
0245062	10/20/23	P	Knorr Systems Inc	0000005036	1,036.52
		Line Description:	DRC Pool Chemical DRC Pool Chemical		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245063	10/20/23	P	Leonides Ayvirre	0000030378	400.00
			Line Description: Chalk Artist for ARTventure		
0245064	10/20/23	P	LineGear Fire & Rescue Equipment	0000026007	14,961.10
			Line Description: PPE AND FFE EQUIPMENT		
			Workrite Uniforms		
			PPE AND FFE EQUIPMENT		
			Workrite Uniforms		
			PPE AND FFE EQUIPMENT		
0245065	10/20/23	P	Los Angeles Times	0000003000	2,281.81
			Line Description: Legal Notices 9/1-9/30/23		
			Re-Notice of CAPER Legal Publi		
0245066	10/20/23	P	Nyhart	0000021283	800.00
			Line Description: GASB 73 Valuation		
0245067	10/20/23	P	Omari Smith	0000029906	90.00
			Line Description: Basketball Referee 10/16/23		
0245068	10/20/23	P	Oracle America Inc	0000003419	2,586.14
			Line Description: MICROSOFT FOCUS VISUAL		
0245069	10/20/23	P	Orange County Health Care Agency	0000000492	521.00
			Line Description: Annual AST Fees FS1		
			Haz Mat Disclosure FS1		
			Haz Mat Disclosure Comm CTR		
0245070	10/20/23	P	Park Consulting Group, Inc	0000029398	7,125.00
			Line Description: Modifications for TESSA		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245071	10/20/23	P	Prudential Overall Supply	0000025480	1,710.54
		Line Description:	PD Towel Svcs-Sept 23 St/Traffic Op Uniforms-Sep 23 Facilities Uniforms-Sep 23 Fleet Towel Svcs-Sep 23 Fleet Uniforms-Sep 23 Park Uniforms-Aug 2023 Fleet Uniforms-Aug 2023 Fleet Towel Svcs-Aug 2023 Facilities Uniforms-Aug 2023 St/Traffic Op Uniform-Aug 23 Parks Uniform-Sep 23		
0245072	10/20/23	P	Quality Logo Products, Inc	0000029346	1,422.30
		Line Description:	Stress Balls-Crime Prevention		
0245073	10/20/23	P	RWB Party Props Inc	0000030059	856.29
		Line Description:	Animal Svcs Barktober @ Tewink		
0245074	10/20/23	P	Red Wing Business Advantage Account	0000003772	216.30
		Line Description:	Safty Boots Alex Gonzalez		
0245075	10/20/23	P	Resource Building Materials	0000024350	1,438.46
		Line Description:	Washed Concrete Sand for Sand Concrete Sand for Sandbags		
0245076	10/20/23	P	SCA of CA, LLC	0000029971	6,277.00
		Line Description:	Bi-Weekly Pressure Washing Bus Quarterly Pressure Washing Bus CleanStreet Powerwashing Newpo		
0245077	10/20/23	P	Sean Simon	0000029869	90.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Basketball Referee-10/11/23		
0245078	10/20/23	P	Siemens Industry Inc	0000002904	3,442.50
			<i>Line Description:</i> Equipment Repair Equipment Repair		
0245079	10/20/23	P	Sign Depot	0000004018	2,260.63
			<i>Line Description:</i> City hall 4th Public Works - s		
0245080	10/20/23	P	Signature Party Rentals	0000026916	3,901.19
			<i>Line Description:</i> DELIVERY LABOR STAGE AND LIGHT RENTAL		
0245081	10/20/23	P	SizeUp Inc	0000027101	4,995.00
			<i>Line Description:</i> Annual Software Subscription		
0245082	10/20/23	P	Southern California Edison Company	0000004088	6,664.40
			<i>Line Description:</i> 350 Bristol 9/8-10/8/23 3190 Airport 9/8-10/8/23 152 Baker 9/8-10/8/23 1587 Sunflower 9/7-10/5/23 Arlington Ped 9/8-10/8/23 3175 Airway 9/8-10/8/23 360 Ogle 9/11-10/09/23 2944 Bristol 9/14-10/12/23		
0245083	10/20/23	P	Southern California Fleet Services Inc	0000030072	53.06
			<i>Line Description:</i> Stock-Hose		
0245084	10/20/23	P	Southern California Gas Company	0000004092	532.14
			<i>Line Description:</i> 3175 Airway 9/8-10/10/23		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: 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>
0245085	10/20/23	P	Southern California Shredding Inc	0000025605	225.00
		<i>Line Description:</i>	On-Site Shredding Services		
			On-Site Shredding Services		
			On-Site Shredding Services		
0245086	10/20/23	P	Sparkletts	0000015725	936.12
		<i>Line Description:</i>	Water Delivery Svcs - City Man		
			Water Delivery Svcs - City Cou		
			Water Delivery Svcs - City Cle		
			Water Delivers Svcs - Dev. Svc		
			Water Delivery Svcs - Finance		
			Water Delivery Svcs - Public W		
			Water Delivery Svcs - HR		
			Water Delivery Svcs - Parks		
0245087	10/20/23	P	Stacy Moffatt	0000030375	600.00
		<i>Line Description:</i>	Chalk Artist for ARTventure		
0245088	10/20/23	P	State of California Dept of Justice	0000001534	2,227.00
		<i>Line Description:</i>	Livescan/Fingerprinting Aug 23		
0245089	10/20/23	P	T Tactical Solutions Inc	0000026642	1,680.90
		<i>Line Description:</i>	Spit Hoods		
0245090	10/20/23	P	T-Mobile USA	0000021384	125.00
		<i>Line Description:</i>	Phone Record Retrieval		
0245091	10/20/23	P	TDG Engineering, Inc.	0000030004	6,861.12
		<i>Line Description:</i>	Fairview Road Active Transport		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245092	10/20/23	P	The Intersect Group, LLC	0000030170	5,939.99
		<i>Line Description:</i>	Temp-Alexis L Week End 9/24/23 Temp-Alexis L Week End 10/8/23 Temp-Dustin C Week End 10/8/23 Temp-Dustin C Week End 9/24/23		
0245093	10/20/23	P	Time Clock Sales & Service Company Inc	0000004263	175.81
		<i>Line Description:</i>	SERVICE CLOCK		
0245094	10/20/23	P	Time Warner Cable	0000011202	738.83
		<i>Line Description:</i>	HVAC Alarm-Library Cable Services Bridge Shelter Ethernet Fiber4 Svs-City Hall		
0245095	10/20/23	P	Timothy Lee Campbell	0000029859	1,200.00
		<i>Line Description:</i>	ARTWORK INSTALLATION		
0245096	10/20/23	P	Triton Technology Solutions Inc	0000021687	600.00
		<i>Line Description:</i>	Audio / Video Technology Repai		
0245097	10/20/23	P	Turnout Maintenance Company LLC	0000020182	1,007.33
		<i>Line Description:</i>	Cleaned Fire Apparel Cleaned Fire Apparel		
0245098	10/20/23	P	US Postmaster	0000004377	10,000.00
		<i>Line Description:</i>	Prepaid Item-Bulk Mail		
0245099	10/20/23	P	USI Inc	0000005890	899.39
		<i>Line Description:</i>	LAMINATING MATERIALS		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Oct 19, 2023

Run Time 1:07:09 PM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245100	10/20/23	P	Verizon Wireless	0000008717	2,685.64
		Line Description: Cellphone Usage 8/16-9/15/23			
0245101	10/20/23	P	Verizon Wireless	0000008717	1,737.91
		Line Description: Calnet NextGen 8/31/23			
0245102	10/20/23	P	Vulcan Materials Company	0000007403	145.96
		Line Description: Asphalt Potholes Sidewalk Ramp			
0245103	10/20/23	P	Ware Disposal Inc	0000000255	1,079.90
		Line Description: CMBS Waste Srvs October			
0245104	10/20/23	P	World Oil Environmental Services	0000001088	804.30
		Line Description: Hazardous Waste Disposal			
		Hazardous Waste Disposal			
		Hazardous Waste Disposal			
		Hazardous Waste Disposal			
TOTAL					\$991,451.43

End of Report

Report ID: CCM2001V

City of Costa Mesa Accounts Payable
CCM VOID CHECK LISTING

Page No. 1
Run Date Oct 19,2023
Run Time 1:07:35 PM

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Cancel Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Date</u>	<u>Payment Amt</u>
0244324	10/18/2023	V	Blue Cosmo	0000026920	09/01/23	(1,369.90)
<i>Line Description:</i> Did not received.						
TOTAL						(\$1,369.90)

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245117	10/27/23	O	Orange County Treasurer-Tax Collector <i>Line Description: Overflow</i>	0000003489	0.00
0245118	10/27/23	O	Orange County Treasurer-Tax Collector <i>Line Description: Overflow</i>	0000003489	0.00
TOTAL					0.00

amount
400.00
3,141,862.41
1,084.27
26,522.61
(3,627.95)
(8,904.40)
(400.00)
0.00
3,156,936.94

Report ID: CCM2001V

City of Costa Mesa Accounts Payable
CCM VOID CHECK LISTINGPage No. 1
Run Date Oct 26, 2023
Run Time 1:37:50 PMBank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Cancel Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Date</u>	<u>Payment Amt</u>
0244135	10/26/2023	V	Keith L Kilmer <i>Line Description:</i> Did not received payment	0000028509	08/18/23	(3,627.95)
0244951	10/24/2023	V	HCI Systems Inc <i>Line Description:</i> Duplicate payment	0000023295	10/13/23	(8,904.40)
0245063	10/26/2023	V	Leonides Ayvirre <i>Line Description:</i> Payable name is incorrect. Re-issue check.	0000030378	10/20/23	(400.00)
TOTAL						(\$12,932.35)

End of Report

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Oct 20,2023

Run Time 9:38:34 AM

Bank: CITY
Cycle: AMNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0245105	10/20/23	P	Eduardo Iniestra	0000029307	400.00
		<i>Line Description:</i>	DJ SERVICES		
				TOTAL	\$400.00

End of Report

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245106	10/27/23	P	All American Asphalt	0000000971	1,885,030.97
		<i>Line Description:</i>	Retention Payable #22-08 Pavement Rehab #22-08/#400015 Pavement Rehab #22-08/#450009 Pavement Rehab #22-08/#450010		
0245107	10/27/23	P	All American Asphalt	0000000971	79,115.92
		<i>Line Description:</i>	Retention Proj #22-01		
0245108	10/27/23	P	BCS Consultants	0000029856	21,249.98
		<i>Line Description:</i>	CAMERA INSTALLATION SALES TAX (7.75%)		
0245109	10/27/23	P	Benefit Coordinators Corp	0000029594	42,224.10
		<i>Line Description:</i>	Dleta Dental-October 2023		
0245110	10/27/23	P	Bracken's Kitchen Inc	0000029468	16,326.56
		<i>Line Description:</i>	Shelter Meal Svcs 10/9-10/23/23		
0245111	10/27/23	P	Environmental Concepts	0000030362	59,900.00
		<i>Line Description:</i>	CMPD Non-Intrusive Settlement		
0245112	10/27/23	P	Executive Facilities Services Inc	0000029510	96,758.62
		<i>Line Description:</i>	Janitorial Svcs - FS#1-6 Janitorial Svcs - Balearic Janitorial Svcs - City Hall Janitorial Svcs - Bridge Shelt Janitorial Svcs - Corp Yard (n Janitorial Svcs - Corp Yard (o Janitorial Svcs - PD Communica Janitorial Svcs - Police Sub-S Janitorial Svcs - NHCC		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Janitorial Svcs - DRC Janitorial Svcs - PD Janitorial Svcs - All Park Loc Janitorial Svcs - All Park Loc Janitorial Svcs - Senior Cente Janitorial Svcs - Senior Cente Janitorial Svcs - Police Sub-S Janitorial Svcs - PD Communica Janitorial Svcs - Corp Yard (o Janitorial Svcs - Corp Yard (n Janitorial Svcs - Bridge Shelt Janitorial Svcs - PD Janitorial Svcs - DRC Janitorial Svcs - NHCC Janitorial Svcs - FS#1-6 Janitorial Svcs - Balearic Janitorial Svcs - City Hall		
0245113	10/27/23	P	LINA	0000015623	32,507.91
			<i>Line Description:</i> NYL Admin Fees-Sep 23 Voluntary Life Ins Prem-Oct 23 Active Life/AD&D Ins Prem-Oct Retiree Life In Prem-Oct 23 LTE Ins Prem-Oct 23		
0245114	10/27/23	P	Mercy House	0000003138	170,464.03
			<i>Line Description:</i> CMBS Consulting-Jul 2023		
0245115	10/27/23	P	Newport Center Animal Hospital	0000025961	20,000.00
			<i>Line Description:</i> Animal Shelter Svcs Sep 23		
0245116	10/27/23	P	Orange County Treasurer-Tax Collector	0000003489	231,557.82
			<i>Line Description:</i> 23-24 Property Tax-Fairview Fm 23-24 Property Tax-Shalimar Pk 23-24 Property Tax-745 W18th		

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i>		
			23-24 Property Tax-711 W 18th		
			23-24 Property Tax-707 W 18th		
			23-24 Property Tax-734 JamesSt		
			23-24 Property Tax-740 JamesSt		
			23-24 Property Tax-744 JamesSt		
			23-24 Property Tax-721 JamesSt		
			23-24 Property Tax-717 JamesSt		
			23-24 Property Tax-Sr Cntr		
			23-24 Property Tax-FS #3		
			23-24 Property Tax-DD Library		
			23-24 Property Tax-Boys Club		
			23-24 Property Tax-Shelter		
			23-24 Property Tax-Historical		
			23-24 Property Tax-Chargers FB		
			23-24 Property Tax-Shelter WH		
			23-24 Property Tax-DRC		
			23-24 Property Tax-565 W 18th		
			23-24 Property Tax-Marina View		
			23-24 Property Tax-Heller Pk		
			23-24 Property Tax-Pinkley Pk		
			23-24 Property Tax-Heller Pk		
			23-24 Property Tax-Corsica Pk		
			23-24 Property Tax-MV Library		
			23-24 Property Tax-FS #1		
			23-24 Property Tax-Royal Palm		
			23-24 Property Tax-Estancia Pk		
			23-24 Property Tax-Suburbia Pk		
			23-24 Property Tax-TR6693 LotA		
			23-24 Property Tax-Tanager Pk		
			23-24 Property Tax-Gisler Pk		
			23-24 Property Tax-TeWinkle Pk		
			23-24 Property Tax-Skating Pk		
			23-24 Property Tax-JHSC		
			23-24 Property Tax-PaularinoPk		
			23-24 Property Tax-FS #6		
			23-24 Property Tax-Wakeham Pk		
			23-24 Property Tax-Del Mar Pk		
			23-24 Property Tax-Shiffer Pk		
			23-24 Property Tax-Shiffer Pk		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
<i>Line Description:</i> 23-24 Property Tax-FS #2 23-24 Property Tax-Wilson Pk 23-24 Property Tax-Banning Tra 23-24 Property Tax-ChH/PD/FS#5 23-24 Property Tax-CM Golf Crs 23-24 Property Tax-Fairview Pk 23-24 Property Tax-GHJR 23-24 Property Tax-Corp Yard 23-24 Property Tax-FS #4 23-24 Property Tax-Golf Course 23-24 Property Tax-Hamilton Gn 23-24 Property Tax-Banning Tr					
0245119	10/27/23	P	Place Works Inc	0000023119	38,946.25
<i>Line Description:</i> Fairview Development Cntr					
0245120	10/27/23	P	The Home Depot Credit Services	0000002560	18,978.60
<i>Line Description:</i> Warehouse Inventory General Supp-Graffiti Abatemen Auto Part/Supp-Fleet Equip Mai Tools- Fire Response/Control General Supp-Signs/Markings Refund-Warehouse Inventory Electrical Supp-Bldg Maint General Supp-Street Maint Promo Items-Snoopy House FS6 Roof Replacement Agriculture-Park Maint General Supp-Bldg Maint Hardware Supp-Bldg Maint Hardware Supp-Park Maint Plumbing Supp-Bldg Maint					
0245121	10/27/23	P	West Coast Arborists Inc	0000004498	28,447.80
<i>Line Description:</i> Maint Svcs 9/16-9/30/23					

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245122	10/27/23	P	AT & T	0000001107	165.41
			Line Description: 911 Cama Trunks 10/14-11/13/23		
0245123	10/27/23	P	AT & T	0000001107	74.90
			Line Description: Internet-Fleet Svs		
0245124	10/27/23	P	AT & T Teleconference Services	0000001107	597.38
			Line Description: Teleconference Svs-August 23		
0245125	10/27/23	P	Adam Ereth	0000029232	800.00
			Line Description: Planning Comm Mtng-Oct 2023		
			Planning Comm Mtng-Sep 2023		
0245126	10/27/23	P	Advanced Problem Solving LLC	0000030254	9,131.25
			Line Description: TRAINING PACKAGE		
			ONE-TIME SETUP FEE		
0245127	10/27/23	P	Ai Ley Tan	0000029642	1,000.00
			Line Description: Wellness Prog-Sep 23		
0245128	10/27/23	P	Allstar Fire Equipment Inc	0000000986	8,243.23
			Line Description: Fire Helmets		
			Fire Helmets		
0245129	10/27/23	P	Ami Sheth Sagel	0000030384	275.00
			Line Description: Rfnd Subpoena Dep 001-00367812		
0245130	10/27/23	P	Amtex Manufacturing & Supply Company Inc	0000001038	231.64

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Webbing		
0245131	10/27/23	P	Angel Auto Spa LLC	0000027465	2,990.48
			Line Description: PD Vehicle Wash-Sep 2023 City Vehicle Wash-Sept 2023		
0245132	10/27/23	P	Angely Vallarta	0000029193	800.00
			Line Description: Planning Comm Mtng-Sep 2023 Planning Comm Mtng-Oct 2023		
0245133	10/27/23	P	Atkinson Andelson Loya Ruud & Romo	0000027289	11,694.92
			Line Description: Legal Svcs-Jul 2023		
0245134	10/27/23	P	Barber & Bauermeister	0000030382	176.13
			Line Description: Rfnd Subpoena Dep 001-00368092		
0245135	10/27/23	P	Bayport Homes Inc	0000026573	4,500.00
			Line Description: Refund Permit #PS23-00068		
0245136	10/27/23	P	Blue Cosmo	0000026920	684.92
			Line Description: Satellite Phone Svcs-Oct 23		
0245137	10/27/23	P	Braden & Tucci	0000011833	275.00
			Line Description: Rfnd Subpoena Dep 001-00366615		
0245138	10/27/23	P	Building Industry Assn of So Calif Inc	0000017609	775.00
			Line Description: 23-24 Mbrshp		
0245139	10/27/23	P	CADD Microsystems Inc	0000029581	1,850.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> ApplicationSpclst 8/17-8/18/23		
0245140	10/27/23	P	CAPF	0000004755	2,419.00
			<i>Line Description:</i> Firefighters LTD-Oct 23		
0245141	10/27/23	P	CDW Government Inc	0000005402	13,829.55
			<i>Line Description:</i> Sales Tax 7.75% HP Color Laser Jet Printer Sales Tax 7.75% 4k UHD Commercial Monitor Recycling Fee Cleaning Cartridges VMWARE SERVER SUPPORT		
0245142	10/27/23	P	CLEA	0000004754	3,267.00
			<i>Line Description:</i> Police Offers LTD-Oct 2023		
0245143	10/27/23	P	CM Triangle Enterprises LLC	0000030085	3,825.00
			<i>Line Description:</i> Replace Ck#242306		
0245144	10/27/23	P	CPS HR Consulting	0000001791	229.20
			<i>Line Description:</i> Test Rental Services-8/29/23		
0245145	10/27/23	P	CSG Consultants Inc	0000001887	132.00
			<i>Line Description:</i> Fire Plan Check Svcs-Sep 23		
0245146	10/27/23	P	California Forensic Phlebotomy Inc	0000001500	4,860.14
			<i>Line Description:</i> Blood Drawn Svcs-Sep 23		
0245147	10/27/23	P	Calm.com, Inc	0000029324	9,875.00
			<i>Line Description:</i> Annual Subscription-Calm		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245148	10/27/23	P	Canon Financial Services Inc	0000023241	9,746.00
		<i>Line Description:</i>	Copier Lease 10/20-11/19/23		
			Copier Lease 10/1-10/31/23		
			Copier Lease-Oct 23		
			Copier Maint-Sep 23		
			Copier Lease 10/20-11/19/23		
			Copier Lease-Oct 2023		
0245149	10/27/23	P	Careers In Government Inc	0000009382	5,725.00
		<i>Line Description:</i>	Annual Membership Oct 23-24		
0245150	10/27/23	P	Carly Holton	0000030385	220.00
		<i>Line Description:</i>	Refund Towing Fee DR 23-013832		
0245151	10/27/23	P	Chandler Asset Management	0000022081	8,755.31
		<i>Line Description:</i>	Investment Mgmt Svcs-Jul 23		
			Investment Mgmt Svcs-Aug 23		
0245152	10/27/23	P	Cindy Ly	0000030397	318.35
		<i>Line Description:</i>	Refund Permit BX23-00592		
0245153	10/27/23	P	Cintas Corporation #640	0000023262	562.06
		<i>Line Description:</i>	KITCHEN CLEANING SUPPLIES		
			KITCHEN CLEANING SUPPLIES		
			KITCHEN CLEANING SUPPLIES		
0245154	10/27/23	P	City Fabrick	0000030110	11,670.00
		<i>Line Description:</i>	Shalimar/Ketcum Pk Design-Jul		
0245155	10/27/23	P	CoStar Realty Information Inc	0000024413	600.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Development Srvs License Agree		
0245156	10/27/23	P	Continental Interpreting Services Inc	0000024355	2,256.25
			<i>Line Description:</i> City Council Mtng Interpreters Interpreter-Emergency Op Cntr Mt		
0245157	10/27/23	P	Costa Mesa Alliance for Better Streets	0000029750	100.00
			<i>Line Description:</i> Refund Rec Dep 2007888.002		
0245158	10/27/23	P	Costa Mesa Auto Glass	0000010001	877.09
			<i>Line Description:</i> Window Tint-Unit #779 Window Tint-Unit #420 Window Tint-Unit #769		
0245159	10/27/23	P	Costa Mesa Lock & Key	0000001817	201.00
			<i>Line Description:</i> Lock & Key Services		
0245160	10/27/23	P	Costa Mesa Newport Harbor Lions Club	0000001818	1,000.00
			<i>Line Description:</i> Golf Tournament Sponsorship		
0245161	10/27/23	P	Costa Mesa Newport Harbor Lions Club	0000001818	5,000.00
			<i>Line Description:</i> 2023 Fish Fly Sponsorship		
0245162	10/27/23	P	County of Orange	0000003486	1,129.32
			<i>Line Description:</i> Teletype Svcs-Oct 2023		
0245163	10/27/23	P	D'Alessio Investments LLC	0000018692	150.00
			<i>Line Description:</i> Refund Citation 41213		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245164	10/27/23	P	Dell Computer Corp	0000001962	3,115.36
			Line Description: Intel Ethernaet Dual Ports Networking Cables Optiplex Micro Dell Wall Mount Sales Tax 7.75%		
0245165	10/27/23	P	Digital Magic Signs	0000012837	366.56
			Line Description: Graphics-Unit #730 Graphics-Unit #726		
0245166	10/27/23	P	Dixon Resources Unlimited	0000027441	2,703.75
			Line Description: Resodemtoal Permit Pkng On-Cal		
0245167	10/27/23	P	ECKERSALL LLC	0000025412	1,211.25
			Line Description: GIS Svcs 9/15-9/30/23		
0245168	10/27/23	P	Entenmann Rovin Company	0000002130	4,090.70
			Line Description: Cap Pieces		
0245169	10/27/23	P	Enterprise Rent A Car	0000002131	6,488.50
			Line Description: Undercover Car Rental Undercover Car Rental Undercover Car Rental Undercover Car Rental Undercover Car Rental		
0245170	10/27/23	P	Everett Dorey LLP	0000026882	1,572.75
			Line Description: Legal Svcs-Sep 2023		
0245171	10/27/23	P	Families Forward Inc	0000024105	6,605.17

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 1st Qtr 2023-24 Grant		
0245172	10/27/23	P	Ford Fleet Care	0000026262	12,317.75
			<i>Line Description:</i> Ford Vehicle Repair-Aug 23		
0245173	10/27/23	P	Ford Walker Haggerty & Behar	0000005108	15.45
			<i>Line Description:</i> Rfnd Subpoena Dep 001-00370752		
0245174	10/27/23	P	Fred M Boerner Motor Co	0000025932	3,863.54
			<i>Line Description:</i> Brakes Replace-Unit #555		
0245175	10/27/23	P	Freedom Committee of Orange County	0000030398	100.00
			<i>Line Description:</i> Refund Rec Dep 2007884.002		
0245176	10/27/23	P	Fundacion Corazones Magicos Inc	0000030392	750.00
			<i>Line Description:</i> Refund Rec Dep 2007846.002		
0245177	10/27/23	P	G & W Towing	0000002289	80.00
			<i>Line Description:</i> Towing Svcs-Unit #703 Towing Svcs-Unit #696		
0245178	10/27/23	P	Galls LLC	0000002297	4,009.54
			<i>Line Description:</i> Uniform-Chavez Uniforms-Job Shirts Uniform-Davilla Safety Vest-Pallo Safety Vest-Wharton Uniform-Pallo Uniform-Senger Uniform-Andersen		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245179	10/27/23	P	Gina Marie Aguirre	0000030027	275.00
			Line Description: Rfnd Subpoena Dep 001-00362473		
0245180	10/27/23	P	Grainger	0000002393	1,676.42
			Line Description: Hardware		
			Hardware		
			Hardware		
			Bulkhead Tank Fitting		
			Battery Jump Starter		
			Fleet Stock		
			Hardware		
0245181	10/27/23	P	Granicus LLC	0000015382	11,620.92
			Line Description: Encoding Software10/1-12/31/23		
0245182	10/27/23	P	Hanks Electrical Supplies	0000002445	856.23
			Line Description: Electrical Supplies		
			Electrical Supplies		
			Electrical Supplies		
			Electrical Supplies		
			Electrical Supplies		
0245183	10/27/23	P	Headsets Direct Inc	0000030403	412.67
			Line Description: Headset for Telecomm		
0245184	10/27/23	P	Hirsch Pipe & Supply Company Inc	0000026475	374.42
			Line Description: Plumbing Supplies		
			Plumbing Supplies		
			Plumbing Supplies		
0245185	10/27/23	P	IAM Pacific Wellness Inc.	0000029833	175.00
			Line Description: FS-6 Diagnose Concern		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245186	10/27/23	P	Integrated Impressions	0000003403	2,742.38
			Line Description: SHIPPING SALES TAX (7.75%) USB DEVICES FOR LMS LAUNCH		
0245187	10/27/23	P	Itzel Garcia	0000030399	50.00
			Line Description: Refund Rec Dep 2007886.002		
0245188	10/27/23	P	Jacob Sink	0000030402	1,500.00
			Line Description: Refund Permit #PS23-00650		
0245189	10/27/23	P	Jaeger Engineering	0000030393	226.12
			Line Description: Refund Permit BX23-00617		
0245190	10/27/23	P	James Snordan	0000029974	90.00
			Line Description: Basketball Referee-10/18/23		
0245191	10/27/23	P	Jimmy Vivar	0000029412	800.00
			Line Description: Planning Comm Mtng-Sep 2023 Planning Comm Mtng-Oct 2023		
0245192	10/27/23	P	Joe Mar Polygraph & Investigation	0000027462	750.00
			Line Description: Pre-Employment Polygraphs Pre-Employment Polygraphs		
0245193	10/27/23	P	John Stephens	0000002112	128.83
			Line Description: Commissionors Breakfast Mtng		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245194	10/27/23	P	Jonathan Zich	0000026312	800.00
			Line Description: Planning Comm Mtng-Oct 2023 Planning Comm Mtng-Sep 2023		
0245195	10/27/23	P	Jorge Valle	0000030391	250.00
			Line Description: Refund Rec Dep 2007849.002		
0245196	10/27/23	P	Jose Rojas	0000029411	800.00
			Line Description: Planning Comm Mtng-Oct 2023 Planning Comm Mtng-Sep 2023		
0245197	10/27/23	P	Karen Klepack	0000030322	800.00
			Line Description: Planning Comm Mtng-Oct 2023 Planning Comm Mtng-Sep 2023		
0245198	10/27/23	P	Keith L Kilmer	0000028509	3,627.95
			Line Description: Investigative Svcs Investigative Svcs		
0245199	10/27/23	P	Kelli Starr	0000023097	444.00
			Line Description: Refund Rec Dep 2007847.002		
0245200	10/27/23	P	Kellys Pool Service	0000013443	540.00
			Line Description: DRC Pool Maint-Sep 2023 DRC Pool Maint-Oct 2023		
0245201	10/27/23	P	Kimball Midwest	0000006819	710.89
			Line Description: Shop Supplies		
0245202	10/27/23	P	Kjar McKenna & Stockalper LLP	0000030383	171.18

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Rfnd Subpoena Dep 001-00372717		
0245203	10/27/23	P	Knorr Systems Inc	0000005036	519.61
			Line Description: DRC Pool Chemical		
0245204	10/27/23	P	LN Curtis & Sons	0000002983	702.63
			Line Description: Ultra Stinger Flashlight		
0245205	10/27/23	P	LSA Associates Inc	0000003007	9,618.75
			Line Description: Central Parking Review-Sep 23		
0245206	10/27/23	P	La Quinta Costa Mesa	0000030047	645.00
			Line Description: Comm Outreach 9/27-10/2/23		
0245207	10/27/23	P	Landis Tolson	0000029877	90.00
			Line Description: Basketball Referee-10/23/23		
0245208	10/27/23	P	Lawrence Pearlman	0000030386	464.00
			Line Description: Refund Towing Fee DR23-013554		
0245209	10/27/23	P	Lawrence Whitfield	0000030401	500.00
			Line Description: Refund Permit #PS22-01534		
0245210	10/27/23	P	Leonides Aguirre	0000030378	400.00
			Line Description: Chalk Artist for ARTventure Chalk Artist for ARTventure		
0245211	10/27/23	P	Lexipol LLC	0000017141	4,846.99
			Line Description: Annual Jail Policy Manual/Trng		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245212	10/27/23	P	Long Beach BMW	0000015745	1,191.68
			Line Description: Battery-Unit #623 Touring Screen Lidar Holster		
0245213	10/27/23	P	Mad Science of San Diego	0000030349	470.00
			Line Description: Camp Entertainment-Fire & Ice		
0245214	10/27/23	P	Margaret Gill	0000030395	223.00
			Line Description: Refund Citation CM060016104 Refund Citation CM030012689		
0245215	10/27/23	P	McGuireWoods LLP	0000030389	1,375.00
			Line Description: Rfnd Subpoena Dep 001-00370755		
0245216	10/27/23	P	Mely Maid Services	0000030394	100.00
			Line Description: Refund Home Occupation Fee		
0245217	10/27/23	P	MetLife Legal Plans Inc	0000014707	4,410.00
			Line Description: Legal-Oct 2023		
0245218	10/27/23	P	Michael E Raneses	0000027496	455.00
			Line Description: Replace Ck #243030		
0245219	10/27/23	P	Mike Raahauges Shooting Enterprises	0000006853	100.00
			Line Description: Range Fee		
0245220	10/27/23	P	Motoport USA	0000029467	1,596.35

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Motor Officer Uniforms & Safet		
0245221	10/27/23	P	Napa Auto & Truck Parts	0000012968	12,487.32
			<i>Line Description:</i> Parts Credit Warehouse Stock		
0245222	10/27/23	P	National Data & Surveying Services	0000021249	320.00
			<i>Line Description:</i> ADT/Speed Counts-Fordham/Fair ADT/Speed Counts-Collidge		
0245223	10/27/23	P	Neogov	0000018828	14,452.37
			<i>Line Description:</i> INSIGHT LICENSE SUBSCRIPTION GOVERNMENTJOBS.COM SUBSCRIPTIO		
0245224	10/27/23	P	Nuria Martinez	0000030379	600.00
			<i>Line Description:</i> Art Work for ArtVenture		
0245225	10/27/23	P	Oakwood Legal Group LLP	0000030390	67.36
			<i>Line Description:</i> Rfnd Subpoena Dep 001-00370754		
0245226	10/27/23	P	Occu Med	0000003388	5,567.40
			<i>Line Description:</i> Pre-Employment Physical-May 23		
0245227	10/27/23	P	Oliveri Law LLP	0000030388	361.66
			<i>Line Description:</i> Rfnd Subpoena Dep 001-00372368 Rfnd Subpoena Dep 001-00372367		
0245228	10/27/23	P	Orange County Dept of Education	0000000442	100.00
			<i>Line Description:</i> Refund Rec Dep 2007885.002		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245229	10/27/23	P	Post Alarm Systems Inc	0000026907	120.08
			Line Description: Fire Alarm System Monitoring		
0245230	10/27/23	P	Priority Landscape Services LLC	0000026592	9,040.00
			Line Description: Landscape Mntnce FVP-Sep 23		
			FVP Wetland Maint-Sep 2023		
0245231	10/27/23	P	Quadient Inc	0000028798	4,500.00
			Line Description: Postage Meter September 23		
0245232	10/27/23	P	RPW Services Inc	0000012440	2,880.00
			Line Description: Citywide Pest & Weed Control		
0245233	10/27/23	P	Russell Toler	0000029127	800.00
			Line Description: Planning Comm Mtng-Sep 2023		
			Planning Comm Mtng-Oct 2023		
0245234	10/27/23	P	SCA of CA, LLC	0000029971	1,344.00
			Line Description: Bus Shelter Power Wash		
0245235	10/27/23	P	Santa Ana Police Department	0000012114	2,500.00
			Line Description: DT/ACT Instructor Reg-Josett		
			DT/ACT Instructor Reg-South		
0245236	10/27/23	P	Scott Fazekas & Associates Inc	0000003961	2,795.39
			Line Description: Plan Check Svcs-Sep 23		
0245237	10/27/23	P	Sean Simon	0000029869	180.00

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Basketball Referee-10/23/23 Basketball Referee-10/18/23		
0245238	10/27/23	P	Shaw HR Consulting Inc	0000021706	1,720.00
			<i>Line Description:</i> Reasonable Accommodation Reasonable Accommodation		
0245239	10/27/23	P	Siemens Industry Inc	0000002904	3,335.25
			<i>Line Description:</i> Equipment Repair Equipment Repair		
0245240	10/27/23	P	Sims Orange Welding Supply Inc	0000004030	53.01
			<i>Line Description:</i> Welding Supplies		
0245241	10/27/23	P	SiteOne Landscape Supply LLC	0000024133	1,044.11
			<i>Line Description:</i> Equipment-TAC		
0245242	10/27/23	P	Southern California Assc of Government	0000003937	13,566.00
			<i>Line Description:</i> FY 23-24 Membership		
0245243	10/27/23	P	Southern California Edison Company	0000004088	2,982.17
			<i>Line Description:</i> 1071 Bristol 9/18-10/16/23 555 1/2 Paulariono 9/21-10/19 1570 Adams 9/20-10/18/23 735 Baker St 9/20-10/18/23 1040 Paularino 9/15-10/15/23		
0245244	10/27/23	P	Southern California Fleet Services Inc	0000030072	5,225.63
			<i>Line Description:</i> Unit 525-Turbo Blowing Oil		
0245245	10/27/23	P	StandUp for Kids, Inc.	0000030323	3,229.61

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 1st Qtr Grant 23-24		
0245246	10/27/23	P	State of California Dept of Justice	0000001534	1,530.00
			<i>Line Description:</i> LIVESCAN/Fingerprinting-Sep 23		
0245247	10/27/23	P	Stegmeier Gelbart Swartz & Benavente LLP	0000030387	275.00
			<i>Line Description:</i> Rfnd Subpoena Dep 001-00372718		
0245248	10/27/23	P	Sun Badge Company	0000004183	1,816.04
			<i>Line Description:</i> Uniform/Badges		
0245249	10/27/23	P	Talimar Systems Inc	0000025939	2,305.15
			<i>Line Description:</i> Sales Tax 7.75% Task Chairs-Deposit Furniture @ 3190 E2 Airport Lo Installation/Delivery Sales Tax 7.75% Installation/Delivery Double Door Cabinet-Deposit		
0245250	10/27/23	P	The Bank of New York Mellon	0000005664	1,745.59
			<i>Line Description:</i> Qtrly Svc Fee 7/1-9/30/23		
0245251	10/27/23	P	The Lincoln National Life Insurance Co	0000030039	14,588.10
			<i>Line Description:</i> Short Term Disability Ins Prem		
0245252	10/27/23	P	The Saylor Group Corp	0000030033	4,608.00
			<i>Line Description:</i> Trash & Debris Removal Cal Tra		
0245253	10/27/23	P	Time Warner Cable	0000011202	3,500.21
			<i>Line Description:</i> Internet Svs-Fire Sta#4		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Cable Services for City Hall Internet Services City Hall 3175 Airway Ave B Internet Bri		
0245254	10/27/23	P	Tobin Brinker	0000030400	1,500.00
			Line Description: Refund Permit PS23-00769		
0245255	10/27/23	P	Townsend Public Affairs Inc	0000021510	6,500.00
			Line Description: Grant Writing Legislative Oct		
0245256	10/27/23	P	Turnout Maintenance Company LLC	0000020182	1,000.53
			Line Description: Cleaned Fire Apparel		
0245257	10/27/23	P	Underwriters Laboratories Inc	0000005786	2,030.00
			Line Description: MOLD INVESTIGATION		
0245258	10/27/23	P	United Site Services of California Inc	0000015552	519.57
			Line Description: Portable Toilet 7/19-8/15/23 Portable Toilet 8/16-9/12/23 Portable Toilet 7/19-8/15/23 Portable Toilet Srvs 9/1-9/30 Portable Toilet 8/16-9/12/23 Portable Toilet 9/13-10/10/23 Portable Toilet 9/13-10/10/23		
0245259	10/27/23	P	Verizon Wireless	0000008717	9,046.26
			Line Description: Broadband Svc 8/24-9/23/23 Cell Svcs 9/18-10/17/23 Subnet Broadband 8/18-9/17/23		
0245260	10/27/23	P	Vulcan Materials Company	0000007403	1,242.83
			Line Description: Asphalt		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Asphalt		
			Asphalt		
			Asphalt		
			Asphalt		
			Asphalt		
0245261	10/27/23	P	WLC Architects Inc	0000023955	7,500.00
			Line Description: CM FS1 HVAC Improvements		
0245262	10/27/23	P	Wittman Enterprises LLC	0000026639	12,672.00
			Line Description: Sept 2023 Billing Srvs		
0245263	10/27/23	P	Xerox Financial Services	0000010450	2,870.34
			Line Description: Buyout of Return Copier		
TOTAL					<u>\$3,141,862.41</u>

Bank: CITY
Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245264	10/27/23	P	CalPERS Long-Term Care Program	0000006287	184.27
Line Description: Payroll Deduction 23-22					
0245265	10/27/23	P	Pamela Lilly	0000025324	750.00
Line Description: Payroll Deduction 23-22					
0245266	10/27/23	P	State of California	0000001546	150.00
Line Description: Payroll Deduction 23-22					
TOTAL					\$1,084.27

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
016582	10/27/23	P	CHC: Creating Healthier Communities	0000008015	10.00
			Line Description: Payroll Deduction 23-22		
016583	10/27/23	P	Costa Mesa Employees Association	0000006284	4,162.18
			Line Description: Payroll Deduction 23-22		
016584	10/27/23	P	Costa Mesa Executive Club	0000006286	140.00
			Line Description: Payroll Deduction 23-22		
016585	10/27/23	P	Costa Mesa Firefighters Association	0000001812	8,227.39
			Line Description: Payroll Deduction 23-22		
016586	10/27/23	P	Costa Mesa Police Association	0000001819	7,260.00
			Line Description: Payroll Deduction 23-22		
016587	10/27/23	P	Costa Mesa Police Management Assn	0000005082	315.00
			Line Description: Payroll Deduction 23-22		
016588	10/27/23	P	Heidi Jacinto	0000025829	24.00
			Line Description: Uniform Alteration		
016589	10/27/23	P	Ivis Torres	0000030381	66.68
			Line Description: HHM Decorative Supplies		
016590	10/27/23	P	Jan Wang	0000027357	259.00
			Line Description: MMASC Conference-JW		
016591	10/27/23	P	Jennifer Rosales	0000029622	528.96
			Line Description: ITE Conf Lodging Exp Reimb		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 2

Run Date Oct 26, 2023

Run Time 1:39:58 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>
016592	10/27/23	P	Kathleen Angel	0000029920	905.46
			<i>Line Description:</i> 2023 Municipal Mgnt Assoc Conf		
016593	10/27/23	P	Ruth Wang	0000022170	51.44
			<i>Line Description:</i> Supplies-FD Capt Intw, Meet&Gr		
016594	10/27/23	P	Ryan Bohr	0000027031	10.00
			<i>Line Description:</i> CALBO Training Parking Exp		
016595	10/27/23	P	Todd Palombo	0000007100	4,562.50
			<i>Line Description:</i> Advance Disability Nov 2023		
					TOTAL \$26,522.61

End of Report



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1445

Meeting Date: 11/7/2023

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the minutes of the regular meeting of October 17, 2023.



**REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY
OCTOBER 17, 2023 – MINUTES**

CALL TO ORDER –The Closed Session meeting was called to order by Mayor Stephens at 4:00 p.m.

ROLL CALL

Present: Council Member Chavez, Council Member Harper, Council Member Marr (Arrived 4:24 p.m.) Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Absent: Council Member Gameros.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

- 1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE**
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Schaefer v. Costa Mesa
Orange County Superior Court Case No. 30-2022-01286737-CU-PO-CJC
- 2. THREAT TO SECURITY**
Pursuant to California Government Code Section 54957(a)
Consultation with: Costa Mesa Director of Emergency Services, City Manager, Police Chief, Fire Chief.
- 3. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**
Pursuant to California Government Code Section 54956.8
APN: 420-012-16
Agency Negotiators: Lori Ann Farrell Harrison, City Manager
Negotiating Parties: State of California
- 4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - ONE CASE**
Pursuant to California Government Code Section 54956.9 (d)(2)

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

Closed Session adjourned at 5:24 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 6:00 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, Fairview Community Church.

ROLL CALL

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

Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT – No reportable action.

PRESENTATIONS:

Mayor Stephens presented a proclamation in honor of 2023 Domestic Violence Awareness Month.

Mayor Stephens presented a proclamation in honor of 2023 National Crime Prevention Month.

Presentation by Orange County Supervisor Katrina Foley on CalOptima Health and Medi-Cal Renewals.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Wendy Simoa spoke on sound problems at The 12 gym.

Keith Scheinberg spoke against a Cannabis moratorium for businesses in the application process.

Juana Trejo thanked the City Council for services provided, and thanked the Police Department.

Jay Humphrey, Costa Mesa, spoke on reducing carbon standards, and spoke on negative impacts for lowering parking requirements,

Speaker, thanked the City Council for services provided, requested a police presence in District 2, and thanked staff for working in the communities.

Speaker, spoke on the war in Israel and spoke on providing assistance to those in need.

Speaker, thanked staff for the Scarecrow Festival, spoke on providing services to children, and thanked Sergio Escobar and Ivis Torres.

Speaker, Resilience Orange County, thanked the Council for talking to the community, and spoke on inclusivity.

Speaker, thanked the Council for their services, and requested more resource fairs in Spanish.

Speaker, thanked Council Member Chavez for his representation, and spoke on the need for services for undocumented people.

Kim Hendricks spoke on the vernal pools at Fairview Park.

Speaker, spoke against the street improvements on West 19th St., spoke against the new permit parking program, and spoke on RHNA numbers and Measure Y.

Speaker, spoke on State mandates, new laws, RHNA numbers, local control and housing, and requested updates on Assembly Bill 434 and Assembly Bill 1484.

Marc Vukceovich requested update on legislation, and reported on attending the Strong Towns event.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Marr spoke on providing services and inclusivity, and on the Sustainability Decathlon.

Council Member Reynolds spoke on the Sustainability Decathlon, reported on the Active Transportation Committee, spoke on the Outdoor Dining Ordinance, spoke on participating in a week without driving, spoke on the need for amenities at bus stops, spoke on the report from Resilience Orange County, and requested resources for youth.

Council Member Chavez spoke on walking Center St. with residents, requested a 3 way stop sign at Monrovia St. and Center St., and spoke on taking a tour of students to Randall Preserve formally known as Banning Ranch.

Council Member Gameros reflected on living in a safe environment.

Council Member Harper requested an update on The 12 gym, spoke on efficiency at meetings, requested to receive the agendas two weeks before the meeting, and spoke on retail cannabis and the economy.

Mayor Pro Tem Harlan spoke on the Hamas attack on Israel and proudly stands with Israel.

Mayor Stephens spoke on attending Back to Soy Night, spoke on attending the State of the Schools, spoke on pursuing the Street Medicine CalOptima Grant Program, spoke on taking a bus ride with Council Member Reynolds and bus benches needing improvements, spoke on standing with Israel, and spoke on adjourning the meeting in memory of Richard Koehler.

REPORT – CITY MANAGER – Ms. Farrell Harrison spoke on applying for the Street Medicine CalOptima Grant Program and spoke on hiring a noise consultant for The 12 gym noise complaint.

REPORT – CITY ATTORNEY – Ms. Hall Barlow spoke on new legislation being analyzed that pertains to housing.

CONSENT CALENDAR

MOVED/SECOND: Council Member Chavez/Mayor Stephens

MOTION: Approve the Consent Calendar.

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: Alexandra Lee Atalla, Luca Farren Atalla, Theresa Atalla, Jeremiah Duran, Violeta Vushcan.

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. 2707.

4. MINUTES

ACTION:

City Council approved the minutes of the regular meeting of October 3, 2023.

5. REQUEST TO CANCEL THE REGULAR MEETING OF TUESDAY, NOVEMBER 21, 2023 DUE TO THANKSGIVING RECESS CALENDARS

ACTION:

City Council cancelled the regular meeting of Tuesday, November 21, 2023 due to Thanksgiving Holiday and academic recess calendars.

6. ACCEPTANCE AND ALLOCATION OF THE 2023-24 OFFICE OF TRAFFIC SAFETY GRANT FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM

ACTION:

1. City Council approved Resolution No. 2023-51, which ratifies the application for a grant award from the State of California - Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) and authorized the City Manager or designee to execute all grant documents, including the Grant Agreement, and accept and administer the grant.
2. Approved revenue and expense appropriations in the amount of \$285,000, respectively, for the 2023-24 OTS STEP Grant.

7. ACCEPTANCE OF THE ORGANIZED RETAIL THEFT PREVENTION GRANT FOR THE COSTA MESA POLICE DEPARTMENT OF \$3.5 MILLION

ACTION:

1. City Council approved Resolution No. 2023-50 authorizing participation in the Organized Retail Theft (ORT) Prevention Grant Program and the City Manager, or designee, to execute the ORT Standard Agreement.
2. Approved revenue and expense appropriations in the amount of \$3,518,133, respectively, for the Organized Retail Theft (ORT) Prevention Grant.

8. RESPONSE TO THE GRAND JURY REPORT TITLED "WELCOME TO THE NEIGHBORHOOD- ARE CITIES RESPONSIBLY MANAGING THE INTEGRATION OF GROUP HOMES?"

ACTION:

1. City Council approved the response to the 2022-23 Orange County Grand Jury Report, "Welcome to the Neighborhood- Are cities responsibly managing the integration of group homes?"
2. Authorized the Mayor to submit the response to the Presiding Judge of the Superior Court pursuant to Penal Code Section 933.05 (a) and (b).

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

PUBLIC HEARINGS:

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

1. APPEAL OF PLANNING APPLICATION 22-05 FOR A RETAIL CANNABIS STOREFRONT BUSINESS LOCATED AT 1505 MESA VERDE DRIVE EAST (“C21+”)

Presentation by Ms. Halligan, Contract Planner.

Mr. Les, Appellant, provided a presentation to City Council.

Ms. Belladore, Applicant, provided a presentation to City Council.

Public Comments:

Alexander Haberbush spoke on denying the application.

Randy Nguyen spoke on denying the application.

Speaker, spoke on denying the application.

Mike Vargas spoke on denying the application.

Matthew Priest spoke in favor of the application.

Chuck Perry spoke on denying the application.

Betsy Densmore spoke on denying the application.

Nicole Lloyd spoke on denying the application.

Tammy Matthews spoke in favor of the application.

Speaker, spoke in favor of the application.

Tao Nguyen spoke in favor of the application.

Speaker, spoke in favor of the application.

Shelly spoke on denying the application.

Jason Les spoke on denying the application.

Greg Les spoke on denying the application.

Ashton Slaw spoke in favor of the application.

Dr. Mary Pham spoke on denying the application.

Michael McDaniels spoke on denying the application.

Dan Ha spoke in favor of the application.

Speaker, spoke on denying the application.

Allie Christenson spoke on denying the application.

Speaker, spoke on denying the application.

MOVED/SECOND: Council Member Marr/Council Member Harper

MOTION: Overturn the Planning Commission's decision and deny Planning Application 22-05.

SUBSTITUTE MOTION/SECOND: Mayor Stephens/Mayor Pro Tem Harlan

SUBSTITUTE MOTION: Uphold the Planning Commission's decision and approve Planning Application 22-05.

The motion carried by the following roll call vote:

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

Nays: Council Member Harper and Council Member Marr.

Absent: None.

Abstain: None.

Motion carried: 5-2

ACTION:

City Council upheld the Planning Commission's decision and adopted Resolution No. 2023-49 to approve Planning Application 22-05.

OLD BUSINESS: NONE.

City Council recessed into a break at 8:35 p.m.

City Council reconvened at 8:51 p.m.

NEW BUSINESS:

1. APPOINTMENTS TO VARIOUS CITY COMMITTEES

Presentation by Ms. Green, City Clerk.

Public Comments: None.

ACTION:

City Council made appointments as follows:

MOVED/SECOND: Council Member Chavez/Council Member Marr

MOTION: Appoint Becca Walls, Calvin Alvarez, and Diana Lorraine Gardiner to the Animal Services Committee.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

1. City Council made the following three (3) appointments to the Animal Services Committee with a term expiration of April 2025. Council Member Marr appointed Becca Walls, Council Member Chavez appointed Calvin Alvarez, and Council Member Reynolds appointed Diana Lorraine Gardiner.

MOVED/SECOND: Council Member Chavez/Council Member Marr

MOTION: Appoint Michaela Teissere, Trace Yulie, and Jose Gomez to the Active Transportation Committee.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

2. City Council made the following three (3) appointments to the Active Transportation Committee with a term expiration of April 2025. Council Member Marr appointed Michaela Teissere, Council Member Chavez appointed Jose Gomez, and Council Member Reynolds appointed Trace Yulie. Two of the appointments are at-large to ensure broad representation of different mobility options and experiences (e.g. walk, bike, bus, and age ability).

MOVED/SECOND: Council Member Reynolds/Council Member Marr

MOTION: Accept the late application for Kohl Crecelius and appoint Kohl Creselius, Daniel Baume, and Jennifer Thomas to the Fairview Park Steering Committee.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

3. City Council accepted the late application for Kohl Crecelius and made the following three (3) appointments to the Fairview Park Steering Committee with a term expiration of April 2027. Council Member Marr appointed Kohl Crecelius, Council Member Chavez appointed Daniel Baume, and Council Member Reynolds appointed Jennifer Thomas.

MOVED/SECOND: Council Member Marr/Council Member Reynolds

MOTION: Appoint Ralph Taboada, Tom Arnold, and Lisa Buchanan to the Finance and Pension Advisory Committee.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

4. City Council made the following three (3) appointments to the Finance and Pension Advisory Committee with a term expiration of April 2027. Council Member Marr appointed Ralph Taboada, Council Member Chavez appointed Tom Arnold, and Council Member Reynolds appointed Lisa Buchanan.

MOVED/SECOND: Council Member Reynolds/Council Member Chavez

MOTION: Appoint Becks Heyhoe, Andrea Schmidt, and Aaron McCall Craddolph to the Housing and Public Service Grants Committee.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

5. City Council made the following three (3) appointments to the Housing and Public Service Grants Committee with a term expiration of April 2025. Council Member Marr appointed Becks Heyhoe, Council Member Chavez appointed Andrea Schmidt, and Council Member Reynolds appointed Aaron McCall Craddolph.

MOVED/SECOND: Council Member Chavez/Council Member Marr

MOTION: Appoint Eileen Cirillo as a Park Own Representative, Syed Zia Hussain as an At Large Representative, Colette McCall Craddolph as a Mobile Home Park Resident Representative, Joy Young ad a Mobile Home Park Resident Representative, and Maria Horton as a Park Owner Representative, and correct the Arts Commission terms to coincide with the concurrent terms of the respective appointing Council Member.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Harper.

Abstain: None.

Motion carried: 6-0

6. City Council appointed Eileen Cirillo and Maria Horton as the two (2) Park Owner or Representative appointments, Colette McCall Craddolph and Joy Young as the two (2) Mobile Home Park Resident appointments, and Syed Zia Hussain as the one (1) Independent Citizen At-large appointment to the Mobile Home Park Advisory Committee, all with a term expiration of April 2027. And Corrected the term expiration dates for the Arts Commissioners. Terms ending in 2024 to 2025 and terms ending in 2026 to 2027.

2. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA AMENDING TITLE 9 (LICENSES AND BUSINESS REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE BY ADDING CHAPTER II (REGULATION OF CERTAIN BUSINESSES, ARTICLE 24 (JUST CAUSE RESIDENTIAL TENANT PROTECTIONS))

Presentation by Mr. Robbins, Neighborhood Improvement Manager.

Public Comments:

Jeff Bucher, Costa Mesa, spoke on the California legislation on rent control not applying to owner-occupied single-family homes, spoke on 12-month leases, no fault just cause evictions, statistics, and Assembly Bill 12.

Daniel Morgan spoke on the City Council touring apartment buildings, spoke on asbestos, encouraged staff to speak with property owners, spoke on unintended consequences, spoke on Assembly Bill 1482, spoke on buildings needing remodeled, and requested more staff for planning and building inspections.

Speaker, agrees with previous speakers, spoke in opposition of the proposal, spoke on being in compliance with new laws.

Victor Cao, Senior Vice President of the California Apartment Association, spoke in opposition to the ordinance for specific reasons, spoke on non-renewal of a lease, month to month tenancies and relocation, the payment of two months for relocation, credit scores, and spoke on negative unintended consequences.

Speaker, spoke in support of the ordinance.

Speaker, spoke on the intent of the ordinance to protect renters from bad landlords, unintended consequences, spoke in opposition to the ordinance, spoke on more education on new state laws, spoke on enforcement to address bad landlords, and spoke on working with the good landlords for solutions.

Speaker, spoke on unjust evictions and families needing assistance.

Speaker, Resilience Orange County, spoke on assisting tenants, a rental registry, the need for enforcement, and spoke on gathering more data.

Juana Trejo spoke on tenants' rights, rents being raised, evictions, and spoke in support of the ordinance.

Greg Les, Costa Mesa, cautioned against the ordinance, spoke on new costs for the landlords and higher rents, spoke on an exemption, and spoke in opposition of the ordinance.

Speaker, Resilience Orange County, spoke on the ordinance, the need for relocation assistance, immigrant protections, the cost for tenants, spoke on data regarding evictions, an implementation plan, and spoke on tracking data.

Speaker, spoke on the repairs being made by the owners, and requested assistance for undocumented individuals.

Ashley Anderson spoke on the impacts of evictions, owners not making the repairs, and spoke in support of the ordinance.

Speaker, Resilience Orange County, spoke in support of the ordinance, and that landlords should be making improvements.

MOVED/SECOND: Council Member Reynolds/Council Member Chavez

MOTION: Continue the meeting past midnight.

The motion carried by the following roll call vote:

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

Nays: Council Member Gameros, Council Member Harper, and Council Member Marr.

Absent: None.

Abstain: None.

Motion carried: 4-3

Speaker, spoke on owning a duplex, providing quality housing, and spoke against the ordinance.

Robert Morse, Costa Mesa, spoke in support of the ordinance.

Speaker, spoke on evictions and public input.

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

MOTION: Continue the item to the next meeting on November 7, 2023.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

City Council continued the item to the November 7, 2023 City Council meeting.

3. STATUS UPDATE REGARDING THE CALIFORNIA OFFICE OF EMERGENCY SERVICES' (CAL OES) SOUTHERN CALIFORNIA REGIONAL EMERGENCY OPERATIONS CENTER (EOC) PROJECT AT THE FAIRVIEW DEVELOPMENTAL CENTER SITE

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

Public Comments:

Speaker, spoke in opposition to the Emergency Operation Center at the site and spoke on communication with the residents.

Cynthia McDonald, spoke in opposition to the Emergency Operation Center, inquired on One Metro West in the Environmental Impact Report, and requested additional outreach and visioning.

Speaker, spoke in opposition to the Emergency Operation Center, spoke on the need for cooperation with other County and State representatives.

MOVED/SECOND: Council Member Gameros/Council Member Marr

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, Council Member Marr, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

City Council authorized the City Manager or designee to finalize the draft letter incorporating feedback from the City Council and submit it to the State.

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

Council Member Chavez, spoke on the need for meeting to be more efficient.

ADJOURNMENT – Mayor Stephens adjourned the meeting at 12:40 a.m. in honor of Richard Culler.

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

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1429

Meeting Date: 11/7/2023

TITLE:

PURCHASE OF THE FOSTER & FREEMAN DCS®5 DIGITAL CAPTURE SYSTEM FOR THE POLICE DEPARTMENT CRIME SCENE UNIT

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: SCOTT STAFFORD, LIEUTENANT

CONTACT INFORMATION: SCOTT STAFFORD, LIEUTENANT, (714) 754-5675

RECOMMENDATION:

Staff recommends City Council:

1. Approve and authorize the purchase of a DCS®5 Digital Capture System from Foster & Freeman for the Crime Scene Unit (CSU) in the amount of \$112,106.
2. Authorize the City Manager to execute a Purchase Order, and any other documents required in connection with the purchase of the DCS®5 Digital Capture System.

BACKGROUND:

The Police Department's Crime Scene Unit uses alternate light source (ALS) to assist in the collection of DNA and forensic evidence. The current process to use ALS requires multiple pieces of equipment (multiple light sources, tri-pod, camera, different colors of safety glasses, and lens covers for the camera). This process takes time to set up each time and requires the investigator to select the right wavelengths of ALS and filters. While this process has proven to be effective, it is more time consuming and delays investigative leads when compared to newer technologies available for the advancement of policing.

In December of 2022, the Prop 69 Committee approved \$122,606.00 for funding the purchase of a DCS®5 imaging system (\$112,106.00) and forensic evidence drying cabinets (\$10,500.00). In April of 2023, the allocation was approved by the Orange County Board of Supervisors.

The acceptance of the 2022 Proposition 69 Funds, in the amount of \$122,606.00, was presented and approved by the City Council on June 20, 2023.

ANALYSIS:

The DCS®5 is an all-in-one system that allows adjustments to the wavelength and filters at the touch of a button. It is a comprehensive imaging system for the illumination, visualization, photography, and enhancement of DNA and fingerprints on varying surfaces and backgrounds. Precise wavebands of

illumination from UV through the visible to IR are provided to improve the visualization of different types of fingerprints including latent, contaminated or chemically treated. It includes wavelengths that CMPD does not currently have, which will allow for better detection of evidence. This will allow evidence to be processed more efficiently and thoroughly and provide leads to Detectives more quickly to help solve cases faster.

The DCS®5 fingerprint capture and enhancement workstation is designed, manufactured, and distributed exclusively by Foster & Freeman.

A Sole Source Request and Foster & Freeman quote were submitted to Finance to justify the purchase of the DCS®5 Digital Capture System. The system and enhancement workstation is designed, manufactured, and distributed exclusively by Foster & Freeman. It is the only product that combines high-resolution UV-Vis-IT photography, multi-spectral illumination, and a powerful software interface with digital enhancement and casework management functions in the DCS®5. It is an instrument for the detection, photography, and enhancement of fingerprint evidence.

This purchase will enhance and improve the Police Department's ability to identify, collect, and process DNA evidence.

ALTERNATIVES:

The City Council could choose not to purchase the DCS®5 Digital Capture System; however, this alternative is not recommended as this all-in-one system will improve the CSU's ability to identify, collect, and process DNA evidence utilizing grant funds.

FISCAL REVIEW:

There are sufficient appropriations in Fund 231 State Grants. Funds were received in FY 2022/23 from the Proposition 69 Grant to fund this purchase.

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. Approve and authorize the purchase of a DCS®5 Digital Capture System from Foster & Freeman for the Crime Scene Unit (CSU) in the amount of \$112,106.
2. Authorize the City Manager to execute a Purchase Order, and any other documents required in connection with the purchase, of the DCS®5 Digital Capture System.

FOSTER+FREEMAN USA INC.
 20145 ASHBROOK PLACE #190
 ASHBURN, VA 20147
 T: 888 445 5048
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 usoffice@fosterfreeman.com

Federal Tax ID No. 56-2316854
 GST/HST No. 81939 6300 RT0001

www.fosterfreeman.com

Your Reference: RFQ - DCS5 PRO

Our Reference: C106357

Quote Reference: Q214865

Date: September 29, 2023

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Costa Mesa Police Dept.
 99 Fair Dr.
 Costa Mesa
 CA 92626
 USA

Attention of Ms. Lindsey Olson

QUOTATION Q214865 - FOR THE SUPPLY OF:

LINE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SUB TOTAL
1	DCS PROFESSIONAL FINGERPRINT CAPTURE SYSTEM 120V (DCS5/SYS/PRO/120V) DCS5 STAND, SOFTWARE, COMP, MON, PRINTER AND 8X4 MOUNT (DCS5/KIT/001) Comprising: COPY STAND (NO CAMERA/8X4 MT) (DCS4/STAND)Free-standing copy stand - Transmitted light base, 430 x 350mm, fitted with four 13 watt daylight, high frequency fluorescent lamps for even illumination. - 1.2m column with weight compensation and gear rack height adjustment. NOTE: supplied without camera arm - Removable base plate with magnetic bars for holding exhibits - Dust cover - Incident lighting not included COPY STAND MOUNT (QCL/144X8/ASSY)- Modified Kaiser camera arm with Crime-lite 8x4 base bracket QCL/143x8, Crime-lite 8x4 mount QCL/142x8 and camera mount QCL/141x8 - Allows fully independent adjustment of camera and Crime- lite 8x4 - Suitable for Kaiser's R1 System of columns only - Suits most SLR camera and lens combinations DCS5 FINGERPRINT CAPTURE AND ENHANCEMENT SOFTWARE AUDIT (DCS5/MODULE)Software: Integrated software for fingerprint image capture, validation, enhancement through to final printing at 1:1 - Dedicated application specific toolboxes to simplify the enhancement of fingerprint images. Each toolbox provides enhancements specific to different types of fingerprint treatments and/or backgrounds. Additional enhancement tools are provided for advanced users	1	95,118.07	95,118.07

Your Reference: RFQ - DCS5 PRO

Our Reference: C106357

Quote Reference: Q214865

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- Optional Photographic and Chemical Treatment Wizard is also available. Other optional software modules will be offered when available
 - Full forensic audit trail in simple language covering full history of image from image origin to image output
 - Automatic image authentication using 'VeriData iDem'
 - User defined case work management ensures all related images and support files are stored together
 - Archive management allowing backup to CDs, DVDs and network locations. Monitoring of archive status ensures archiving is up to date
 - Pre-calibrated and custom 1:1 image printing with options to print enlargements and non-standard image sizes
 - Simplified image calibration with auto image magnification with for accurate scaling
 - Customised enhancement for third level fingerprint examination, this process will highlight pore and ridge detail giving clear visibility of pore and ridge positions and shapes.
 - Image annotation allowing for the marking of characteristics in fingerprint images.
 - Simultaneous image output to multiple locations including local printers, AFIS and Minilab
 - Administrator settings control allowable user activities
 - Monitor resolution: 1920 x 1200 recommended, 1600 x 900 minimum
 - Operating system: Windows 7 64bit, and Win10.
 - Available languages: English and German (others languages can be provided at extra cost).
- Camera control:
- Supported camera, NIKON D5/DX810 modified for colour/UV and IR imaging
 - Full spectrum, live view, full screen viewing of all images from UV to IR (depending on lens selection)
 - Live view auto and manual tuning of camera white balance
 - Mirror Up camera mode supported
 - Capture preview images as tiff files supported from the camera interface
- Light source support:
- Full on-screen control of Crime-lite 8x4 (MK2 and MK4)
 - Full on-screen control of Crime-lite FLS
- NOTE: DCS5/MODULE WILL SUPPORT THE D700 CAMERA - LIVE IMAGE MODE IS NOT AVAILABLE
(The D3, D3S, D3X are also supported but have no LIVE view)

DCS5 LICENCE WIZARD

(DCS5/WIZARD) Simple to use wizard to guide users through the choices of suitable internationally recognised chemical treatments and photographic techniques for a wide variety of surface and exhibit types.

The results provide illustrated information on the suggested chemical treatments and full instruction on the photographic lighting techniques and camera settings to use for effective fingerprint photography.

Your Reference: RFQ - DCS5 PRO

Our Reference: C106357

Quote Reference: Q214865

Date: September 29, 2023

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Available languages: English. Others languages can be provided at extra cost.

DCS5 COMPUTER SYSTEM

(DCS5/COMP)Computer (Minimum Specification):

i7 equivalent

16GB RAM

1 x 2TB SATA HDD

1 x 512GB SSD

DVD RW Drive

6 x USB 2.0 or 3.0 ports rear

Network interface Integrated Gigabit (10/100/1000) via RJ45 connector

Min 512MB Graphics Adaptor (on board or Card)

Minimum display connection VGA

Multimedia Card Reader

external XQD card reader

Windows 10 64 Bit

Wired USB plus Wireless USB Optical Scroll Mouse

2TB external HDD

32" MONITOR

(DCS5/MON32)- 4K monitor with UltraColor

- 32" (viewable 31.5"/80cm

- 4K UHD (3840 x 2160)

IMAGE PRO ANALYSER

(DCS4/IPA)Image processing software required as part of DCS 4 or 5 installation

Version 6.3.0.512 supplied on CD for compatibility with DCS 4

Licence and hasp valid for version 7.x and lower

Available languages: English

VERIDATA IDEM LICENCE

(DCS4/IDEM)VeriData iDem version 3.00 or later

Provides validation and authentication of original digital images

Available languages: English. Others languages can be provided at extra cost.

Compatible with DCS5

PHOTOGRAPHIC ACCESSORY PACK

(DCSL/075)Comprising:

Photographic Blackout Cloth (DCSL/049)

- Black rubberised fabric for reducing unwanted ambient light during photography

- Size 1.5m (60") x 1.35m (72") approx.

Air Blower (DCSL/072)

- For removing dust from lenses and camera filters

Lens Cloth (DCSL/073)

Your Reference: RFQ - DCS5 PRO

Our Reference: C106357

Quote Reference: Q214865

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- High quality cleaning cloth ideal for lenses, LCD screens etc.
- Washable and supplied in a rigid plastic case
- Lens Cleaning Wipes (DCSL/074)
- Pack of disposable, lint free wipes for cleaning lenses and camera filters

FUJI ASK400 DIGITAL COLOUR PRINTER
(DCS5/PRIN/ASK400)Printing Method: Dye-Sublimation
Thermal Transfer
Gradation: 256 levels {8 bit} per colour (Y, C, M)
Operation for paper exchange: Semi-Auto loading
Virtual 600dpi using high quality and matt finish mode
Dimensions (W X D X H): 10.8 x 17.6 x 6.7in. (275 x 446 x 170mm)
Weight approx.:12kg (26.4lb)
USB interface (rear side): High-Speed USB Ver.2.0 x 1 port (Type B)
Power consumption: 2.4A (220-240VAC, 50/60Hz), 4.6A (120VAC, 50/60Hz)
EMC & Safety & Environment: EMC FCC / CE

PAPER PRINTING PACK FOR FUJI ASK400 - 800 PRINTS
(DCS5/PAPER/ASK400/46)FUJI T RK - CF800
- 2 x Paper rolls and ink ribbons for 400 prints per roll (total 800 prints)
- print size - 4"x6" (102mm x 152mm)

NIKON D6 DIGITAL SLR CAMERA WITH P/SUPPLY AND LEADS FOR DCS5
(DCS5/KIT/002/D6)

Comprising:

NIKON D6 DIGITAL SLR CAMERA WITH ACCESSORIES
(DCS5/CAM/D6)- pre configured ready for DCS 5 use

Features include:

- Megapixels 20.8
- Sensor Format Full Frame
- Sensor type CMOS
- Sensor size 35.9 mm x 23.9 mm
- Max Resolution 5568 x 3712
- HD Movie mode 4k possible from separate monitor if required 1080 resolution embedded in DCS5 software
- modified to transmit from UV (365nm) to IR (1,000nm)
- Other items included:
- cables and power adaptor

HDMI PVR PC CAPTURE DEVICE
(DCS5/LINDYVCD)- HDMI PVR PC capture device
- seamless picture quality with USB3.0 bandwidth enabling you to capture 1080p video @ 60fps
- part number 2167977

Your Reference: RFQ - DCS5 PRO

Our Reference: C106357

Quote Reference: Q214865

Date: September 29, 2023

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CAMERA BUBBLE LEVEL
(DCS5/LEVEL)Manfrotto 337 hot-shoe two axis bubble level

USB 3.0 A TO B CABLE 2M LONG
(DCS5/LINDYUSB3)- LINDI USB3.0 A to B cable, 2M long
- part number 41612

NIKON HDMI CABLE A-C MINI
(ALM13004)
LINDY 5M USB 3.0 ACTIVE EXTENDER
(43155)
VELCRO CABLE TIE 150MM
(FEC337-5986)
S/ADHESIVE CABLE CLIP 13MM
(FEC116-8960)

3 X IR CAMERA FILTERS FOR DCS5
(DCS5/KIT/003)

Comprising:

IR CAMERA FILTER FOR DCS5 72MM WITH ANTI-GLARE COATING 715NM
(DCS5/IRF1)- schott RG715 long pass filter glass (1% cut-on wavelength at 693nm, nominal)
- reflective long pass dielectric filter coating deposited on to Schott glass to suppress auto-fluorescent emissions of filter glass
- maximum anti-glare performance when used with high power light sources
(note: 70mm diameter glass fitted in 72mm diameter threaded holder)
- requires step down ring 77mm to 72mm for use with DCS4/LENS/PCE85 (DCS5/SDR77-72)
- requires step up ring 62mm to 72mm for use with DCS4/LENS/AF105 or QCL273/ (QCL/212)
- requires step up ring 52mm to 72mm for use with DCS5/LENS/UVIR (DCS5/SUR52/72)

NOTE: Adaptors are supplied with the individual lenses

IR CAMERA FILTER FOR DCS5 72MM WITH ANTI-GLARE COATING 780NM
(DCS5/IRF2)- schott RG780 long pass filter glass (1% cut-on wavelength at 751nm, nominal)
- reflective long pass dielectric filter coating deposited on to Schott glass to suppress auto-fluorescent emissions of filter glass
- maximum anti-glare performance when used with high power light sources
(note: 70mm diameter glass fitted in 72mm diameter threaded holder)
- requires step down ring 77mm to 72mm for use with DCS4/LENS/PCE85 (DCS5/SDR77-72)
- requires step up ring 62mm to 72mm for use with DCS4/LENS/AF105 or QCL/273 (QCL/212)

Your Reference: RFQ - DCS5 PRO

Our Reference: C106357

Quote Reference: Q214865

Date: September 29, 2023

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- requires step up ring 52mm to 72mm for use with DCS5/LENS/UVIR (DCS5/SUR52/72)

NOTE: Adaptors are supplied with the individual lenses

IR CAMERA FILTER FOR DCS5 72MM 850NM

(DCS5/IRF3)- schott RG850 long pass filter glass (1% cut-on wavelength at 815nm, nominal)

- reflective long pass dielectric filter coating deposited on to Schott glass to suppress auto-fluorescent emissions of filter glass

- maximum anti-glare performance when used with high power light sources

(note: 70mm diameter glass fitted in 72mm diameter threaded holder)

- requires step down ring 77mm to 72mm for use with DCS4/LENS/PCE85 (DCS5/SDR77-72)

- requires step up ring 62mm to 72mm for use with DCS4/LENS/AF105 or QCL/273 (QCL/212)

- requires step up ring 52mm to 72mm for use with DCS5/LENS/UVIR (DCS5/SUR52/72)

NOTE: Adaptors are supplied with the individual lenses

72MM MAGNETIC FILTER HOLDERS

(DCS5/MAG72H)- Magnetic filter holder for DCS5

- Holds any lens filter with 72mm diameter thread

- Requires Magnetic Lens Adaptor

DCS5 FILTER POUCH

(DCS5/012)- camera filter pouch

- complete with belt loop, shoulder strap and protective divider for up to 6 filters

- max filter diameter external 75mm

ALL LIGHT GUIDES, RINGLIGHTS BACKLIGHT AND CO-AX BOX

(DCS5/KIT/004)

Comprising:

RINGLIGHT

(DCSL/024)- 4" Diameter

- Use with polariser ring DCSL/025 (supplied separately)

POLARISER FOR RINGLIGHT

(DCSL/025)- For use with 4" ring light DCSL/024

- Spare ball plungers available

SCREWDRIVER 2mm X 0.4mm fec381-0896

(DCSL/061)- 2mm blade

- Use for adjusting polarising ring DCSL/025 on 4" ring light DCSL/024

Your Reference: RFQ - DCS5 PRO

Our Reference: C106357

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LONG GOOSENECK
(DCSL/021) COMBINATION TWIN ARM GOOSENECK
- 450 mm (18") gooseneck with 760 mm (30") bundle
- Use with focussing lenses and polarising caps (supplied separately)

SPOT LENS GOOSENECK
(DCSL/022)
POLARISING CAP
(DCSL/023)- Fits over gooseneck focussing lens

BACKLIGHT 4X5
(DCSL/026)- Also known as Light Paddle
- 100 x 125 mm (4"x5") illuminated area
- Use with Colour Adaptor DCSL/027 (see below as listed as separate item)

COLOUR ADAPTOR >>>>
(DCSL/027)- Must be used to prevent melting of light fibres when using colour filters
- Fits over protective IR filter on end of light bundle

SINGLE FLEXIBLE FIBRE BUNDLE FOR CRIME-LITE FLS LIGHT SOURCE
(QCL/CI/14)- length 960mm
- connects to QCL/CI/15
Application: used for: flexible side illumination

COAX LIGHT BOX FOR CRIME-LITE FLS LIGHT SOURCE
(QCL/CI/15)- must be used with QCL/CI/14
- field of view: 7 x 9cm, focal distance: 8cm
- dims, W: 170mm, L: 235mm, D: 70mm
Application: used for coaxial illumination

DARK FIELD RINGLIGHT
(DCS4/LTDARK)- For radial oblique lighting for 3D indented fingerprint marks, e.g. in dust, putty or hot melt glue
- NSN 6240-99-348-2238

1/16" ALLEN KEY
(RS609-685)

CLAMP SETS FOR DCS5 LIGHT GUIDES AND CRIME-LITE 82S
(DCS5/KIT/005)

Comprising:
FRICTION ARM - MN244N MN244N
(DCSL/041)- Total arm length 53cm
- For use with super clamps DCSL/042 (not supplied)

FLEX ARM HEAVY DUTY 520MM MN237HD
(DCSL/043)- Total arm length 53cm

Your Reference: RFQ - DCS5 PRO

Our Reference: C106357

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- For use with super clamps DCSL/042 (not supplied)

MANFROTTO SUPER CLAMP

(DCSL/042)- For use with variable friction arm DCSL/041 or flexible arm DCSL/043 (not supplied)

ARM

(DCSL/044)- 6mm threads

BASE

(DCSL/045)- Base for attaching up to three support arms at once (not supplied)

- For arms with M6 threads only
- Weight 3.5 lb

V CLAMP

(DCSL/048)- For general use with small variable friction articulated arm (DCSL/044) for holding light attachments or clamping to bench

- Allows simple support and positioning
- M6 threaded holes

COMBINATION SPANNER 7MM

(rs495-3661)- Combination spanner to secure arm to base

PRO ORGANISER CASE DCS4 TOOLBOX

(DCSL/060)- Up to 17 compartments using removable dividers

- Size 395 x 305 x 60mm

LENS 105MM MICRO NIKKOR LENS AND VISIBLE PASS FILTER

(DCS5/KIT/008)

Comprising:

SIGMA 105MM F2.8 MACRO EX DG OS HSM (NIKON FIT)

(1524158)VISIBLE PASS FILTER DCS5

(DCS5/VPF2)- visible pass filter for DCS5 62mm 400-700nm

- to be used with DCS4/LENS/AF105 or QCL/273

(note: 60mm diameter glass fitted in 62mm diameter threaded holder)

STEP UP RING 62MM-72MM

(QCL/212)- enables 72mm Crime-lite camera filters to fit 62mm diameter lens

62MM MAGNETICS LENS ADAPTOR

(DCS5/MAG62A)- Magnetic lens adapter for DCS5

- Mounts to any lens with 62mm diameter thread
- Requires Magnetic Filter Holder

62MM MAGNETIC FILTER HOLDERS

(DCS5/MAG62H)- Magnetic filter holder for DCS5

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- Holds any lens filter with 62mm diameter thread
- Requires Magnetic Lens Adaptor

72MM MAGNETIC LENS ADAPTOR

(DCS5/MAG72A)- Magnetic lens adapter for DCS5

- Mounts to any lens with 72mm diameter thread
- Requires Magnetic Filter Holder

MAGNETIC CIRCULAR POLARISING FILTER 62MM

(DCS5/MCPF2)

CRIME-LITE 8X4 MK2 WHITE LIGHT AND VIS FLUORESCENCE INC

(DCS5/KIT/012)

Comprising:

8X4 RINGLIGHT HEAD VERSION 2

(QCL/231X8)Crime-lite 8x4 fitted with 32 high efficiency surface mount LEDs, configured in a ring light for even illumination of up to 98 colour combinations comprising:

- 4 x white LED 400-700nm, 10 intensity and 10 colour temperature settings
- 4 x UV LED peak at 365nm, 10% intensity bandwidth of 350-380nm.
- 4 x violet LED peak at 410nm, 10% intensity bandwidth of 395-425nm.
- 4 x blue LED peak at 445nm, 10% intensity bandwidth of 420-470nm.
- 4 x blue/green LED peak at 475nm, 10% intensity bandwidth of 445-510nm.
- 4 x green LED peak at 520nm, 10% intensity bandwidth of 480-560nm.
- 4 x orange LED peak at 590nm, 10% intensity bandwidth of 570-610nm.
- 4 x red LED peak at 640nm, 10% intensity bandwidth of 600-660nm.

Features include:

- 2 detachable handles to simplify removal of light from copy stand mount
- Optimum working distance 150mm.
- Illumination area at 150mm, 140mm diameter.
- Maximum lens diameter to fit inside ring, 85mm.
- 2 segment digital display.
- 24V DC input
- Classified to EN62471
- Software and USB cable included to enable optional control of Crime-lite 8x4Mk2 from a Windows PC

ADDED APRIL 2017

- camera synchronisation port and lead for Phosphorescence imaging (for use with Phosphorescent fingerprint powders), requires DCS 5 software and Nikon D810/D5 camera

CL MAINS ADAPTOR FOR 80,82,42 AND 8X4

(QCL/80)- input voltage: 90-264V AC

- output voltage: 24V DC

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- maximum power output: 80W
- dimensions: 168 x 78 x 45mm
- weight: 750g

8X4 RINGLIGHT BELLOWS

(QCL/127X8)- large bellows to enable safe examination of objects

- maximum coverage area – 290 x 225mm, maximum extension - 210mm

8X4 INSPECTION FILTER SET

(QCL/232X8/SET)- Suitable for visual inspection and photography

- Fluorescence viewing filters - 70mm diameter long pass filter glass fitted into slide mount for Crime-lite 8x4. Anti-glare filters have an additional reflective long pass coating to suppress auto-fluorescent emissions of the filter glass for maximum optical performance when used with high power light sources

GG420 (1% cut-on 408nm), anti-glare (QCL/230x8)

GG455 (1% cut-on 435nm), anti-glare (QCL/181x8)

GG495 (1% cut-on 476nm), anti-glare (QCL/182x8)

OG515 (1% cut-on 495nm), anti-glare (QCL/183x8)

OG530 (1% cut-on 510nm), anti-glare (QCL/184x8)

OG550 (1% cut-on 529nm), anti-glare (QCL/185x8)

OG570 (1% cut-on 549nm), anti-glare (QCL/186x8)

OG590 (1% cut-on 571nm), anti-glare (QCL/187x8)

RG610 (1% cut-on 593nm), anti-glare (QCL/188x8)

RG630 (1% cut-on 613nm), anti-glare (QCL/189x8)

RG645 (1% cut-on 624nm), anti-glare (QCL/207x8)

- Cross polarising filter - 110mm diameter adjustable analyser, 70mm fixed analyser (QCL/139x8)

STORAGE CASE FOR SLOT IN FILTERS (QCL/287)

- holds up to 12 x Crime-lite 8x4 filters
- foam inserts

HALOGEN FIBRE OPTIC LIGHT SOURCE BOX AND COLOUR FILTERS

(DCS5/KIT/006-120V)

Comprising:

PHILIPS EKE 21V 150W BULB

(DCSL/002)21V, 150W

250 hours rated life dependant on operating conditions

NSN 6240-99-667-7669

FILTER CYAN BLUE

(DCSL/003)

FILTER-GREEN

(DCSL/004)

FILTER YELLOW

(DCSL/005)

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FILTER- RED
(DCSL/006)
FILTER DAYLIGHT
(DCSL/007)
FOSTEC LIGHTSOURCE 115V >>>>
(DCSL/001/115)- 150W halogen lamp controlled by solid
state variable dimmer control (zero to full intensity)
- 115V
For safe operation this product must be connected to a
mains socket outlet with a protective earth contact. Do NOT
connect this product to an incompatible mains supply.

WURTH 742 711 12 FERRITE
(74271112)

2	PRODUCT TRAINING (NON SP) THIS ITEM IS EXEMPT FROM TAX 4-day site visit by Foster & Freeman Applications Specialist. Includes unpacking and setup of equipment, followed by comprehensive operator training and optional testing. Training will cover both theory and practical applications, using realistic samples and scenarios. Equipment safety and maintenance will also be covered. Training and testing certificates provided. Costs are based on two visits and include associated expenses for the Applications Specialist.	1	8,700.00	8,700.00
3	SHIPPING AND HANDLING	1	850.00	850.00

FOSTER+FREEMAN USA INC.
20145 ASHBROOK PLACE #190
ASHBURN, VA 20147
T: 888 445 5048
F: 888 445 5049
usoffice@fosterfreeman.com

Federal Tax ID No. 56-2316854
GST/HST No. 81939 6300 RT0001

www.fosterfreeman.com

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TOTAL PRICE	USD		104,668.07
TOTAL TAX	USD	@ 7.75%	7,437.53
TOTAL VALUE	USD		112,105.60

DESPATCH PERIOD:

6-8 working weeks from receipt of order, subject to terms of payment details below. **Please note** despatch times are estimates and will be confirmed at time of order acknowledgement.

TERMS OF DELIVERY:

This price covers delivery including customs clearance, duties and local delivery, and includes local sales tax.

TERMS OF PAYMENT:

Nett 30 Days from date of invoice Please note that a surcharge of 3% will apply to all credit card payments

BANK DETAILS:

United Bank, McLean, VA. Routing No 056004445, Foster & Freeman USA Inc., Account No. 70061289

WARRANTY:

12 months from date of installation

VALIDITY UNTIL:

December 29, 2023

SIGNED:

Nathan Carey

Foster & Freeman Ltd. terms and conditions of sale apply.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1430

Meeting Date: 11/7/2023

TITLE:

ACCEPTANCE OF THE 2023-2024 CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) GRANT

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: JONATHAN SMITH, POLICE OFFICER

CONTACT INFORMATION: JONATHAN SMITH, POLICE OFFICER, 714-852-0500

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt the proposed Resolution No. 2023-XX authorizing the acceptance of grant funds in the amount of \$40,000 from the California Department of Alcoholic Beverage Control in connection with its Alcohol Policing Partnership Program.
2. Approve budget appropriation of \$40,000 from the Alcoholic Beverage Control Grant.

BACKGROUND:

The State of California Department of Alcoholic Beverage Control (ABC) distributes funding to California law enforcement agencies through the Alcohol Policing Partnership (APP) Program. Grant funds are used to fund educational and enforcement operations that foster and protect the health, safety, welfare, and economic well-being of the members of our community. These operations will be specific to laws pertaining to the unlawful sale and distribution of alcohol, especially as it pertains to minors.

The City has applied for ABC grants in the past and has received funds, which assisted with Police Department objectives. For the 2023-2024 Fiscal Year, the Costa Mesa Police Department (CMPD) applied for, and obtained, a grant in the amount of \$40,000. If approved, these funds will fund personnel costs for operations, training, and equipment.

ANALYSIS:

Alcohol is the most widely abused substance in America by persons under the age of 21. Alcohol is abused more than tobacco, marijuana, or any other illicit drugs. Throughout the nation, alcohol abuse is a major factor in chronic disease, infectious disease, hospital emergency room visits, newborn health problems, violent crime, and auto fatalities. In the City of Costa Mesa, there are 476 active retail establishments with on-and-off-site alcohol beverage licenses that sell alcohol on a daily basis.

Given the prevalence of ABC licensed establishments, the Police Department routinely responds to a variety of calls involving alcohol such as driving under the influence (DUI), public intoxication, drinking in public, and possession of open containers. In 2022, CMPD made 736 DUI arrests, 316 public intoxication arrests, and issued 190 drinking in public/possession of open container citations. The ABC grant will supplement police efforts to control alcohol related issues at the point of sale, especially as it relates to minors. Education and enforcement of underage drinking laws help to save lives and create a safer community.

Police Department staff has applied for, and received, approval for an APP grant from the ABC for FY 2023-2024. The grant will allow the Police Department to implement a balanced approach, which will focus on underage drinking, alcohol use/abuse in general, educating the public, and ensuring compliance at ABC licensed establishments. Specifically, grant funds will be used to staff education and enforcement operations on an overtime basis so as not to burden normal staffing and operations.

The educational programs include:

- IMPACT and LEADS training will be used to educate businesses that sell alcohol about related ABC laws in an effort to help reduce alcohol related crime in and around licensed premises.
- Providing all CMPD patrol officers with updated training on ABC related laws and enforcement strategies.
- Using media and social media to educate the public about ABC laws and our enforcement efforts.

The enforcement operations will include minor decoy, shoulder tap, IMPACT, and holiday enforcement operations.

- A minor decoy operation consists of a minor who enters an ABC licensed establishment and attempts to purchase alcohol in order to ensure employees of the business are not furnishing alcohol to minors.
- A shoulder tap operation consists of a minor who solicits a citizen to purchase alcohol near an ABC licensed location.
- A holiday enforcement operation consists of directed enforcement at or near ABC licensed locations on specified holidays.

The CMPD has the following specific project goals for FY 2023-2024:

- Conduct at least two (2) Minor Decoy operations.
- Conduct at least two (2) Shoulder Tap operations.
- Conduct at least three (3) Holiday Enforcement operations.
- Conduct at least three (3) IMPACT education operations.
- Conduct at least twelve (6) briefing trainings.

This grant also provides funding for overtime compensation and travel for one person to attend a one-day training event on October 17, 2023, in Sacramento, California. To receive these grant funds, ABC requires that the City Council adopt a resolution authorizing the City to enter into the grant agreement with the State. The grant agreement provides funds in the amount of \$40,000 with a grant period of October 1, 2023 through August 31, 2024. ABC will reimburse the City for approved grant expenditures throughout the grant period

ALTERNATIVES:

The City Council could decide not to accept the grant; however, this is not recommended as the department would not be able to pursue the specific goals outlined for the grant in FY 2023-2024.

FISCAL REVIEW:

This grant provides for 100% reimbursement for costs incurred. There is no matching requirement. Subject to City Council approval, a budget adjustment will be executed recognizing \$40,000 in grant revenue and appropriating \$40,000 to the Police Department budget. Funds will be reimbursed on a bi-monthly basis from the Department of Alcoholic Beverage Control.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report, the grant agreement, proposed resolution, and approved 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. Adopt the proposed Resolution No. 2023-XX authorizing the acceptance of grant funds in the amount of \$40,000 from the California Department of Alcoholic Beverage Control in connection with its Alcohol Policing Partnership Program.
2. Approve budget appropriation of \$40,000 from the Alcoholic Beverage Control Grant.

EXHIBIT A SCOPE OF WORK

Purpose and Description of Services

Contractor agrees to implement the Department of Alcoholic Beverage Control programs as listed:

- Minor Decoy operations – designed to educate and deter licensed locations from selling/furnishing alcohol to minors and shall be conducted at both “On-Sale” and “Off-Sale” licensed establishments within the operation period of the grant.
- Shoulder Tap operations – used to detect and deter adult furnishers outside of a licensed business and shall be performed at “Off-Sale” licensed locations to apprehend adults that are unaffiliated with the licensed businesses who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
- Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections – primary goal is to educate licensees on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at “On-Sale” and “Off-Sale” licensed locations within the operation period of the grant.
- Holiday Enforcement – This program consists of working general undercover and high-profile enforcement targeting underage drinking, sales/furnishing to minors, sales to obviously intoxicated patrons, and other related violations.

Holidays would be defined as **Halloween** (Oct 27-31), **Thanksgiving** (Nov 22-26), **New Year’s Eve** (Dec 31), **St. Patrick’s Day** (March 17), **Cinco de Mayo** (May 5), **Memorial Day weekend** (May 24-27) and **4th of July** (July 4). In order to help reduce youth involved fatal and/or injury crashes, the dates for Holiday Enforcement operations coincide with NHTSA/OTS AVOID Campaign dates, which have been determined as holidays with an influx number of DUI crashes.

The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee, enforcement intervention and the impressions of omnipresence of law enforcement.

In addition, contractor agrees to the following goals:

- Raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
- Establish and implement a coordinated effort between contractor and ABC, and acknowledges no operations will be conducted until after the contractor’s representative has completed training conducted by ABC.

- Issue press releases as follows:
 - 1. To announce the start of the program;
 - 2. At the conclusion of each Minor Decoy Operation held (to announce the number of licensed premises who sold to the minor decoy)
 - 3. At the conclusion of each Shoulder Tap Operation held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
 - 4. At the conclusion of each IMPACT operation held
- Email each press release to the Department's Public Information Officer (pio@abc.ca.gov) as soon as it is released.
- In all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project, funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration."
- Complete and submit bi-monthly reports, in a format designed by the Department of Alcoholic Beverage Control due no later than 15 days after operations conducted:
 - On or before **January 15, 2024** (with results of operations October, November & December 2023)
 - On or before **March 15, 2024** (with results of operations January & February 2024)
 - On or before **May 16, 2024** (with results of operations March & April 2024)
 - On or before **July 15, 2024** (with results of operations May & June 2024)
 - On or before **September 16, 2024** (with results of operations July & August 2024)
- Submit an Executive Summary as part of the final report due on or before **September 16, 2024**. The summary shall contain the following:
 - 1. An evaluation statement concerning the end product and cost benefits; and a listing of recommended and/or adopted policy or procedure changes, if any, occurring as a result of the project
 - 2. Project personnel identifying the key personnel who worked on the project, together with their job classification, and a brief description of their contribution
 - 3. Problems – describe any operational or cost problems that were encountered in project implementation. If known, state alternative methods that would have avoided the problem and increased the effectiveness of the project.
 - 4. Results – describe the results of the project in terms of meeting the original objectives as stated in the project agreement. Also, describe the results in terms of how they will be specifically applied for future improvement of the agency's continuing activities relating to alcohol problem prevention and enforcement. Where possible, describe estimated savings resulting from implementing project results.
 - 5. Disclaimer – The final report shall include the following: "The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the State of California, Business, Consumer Services and Housing Agency, or the Department of Alcoholic Beverage Control."
 - 6. Documentation – Attach any relevant documents developed. Examples are new or revised forms, diagrams, management reports, photos, coding manuals, instructional manuals, etc.

Contract Term

The operation period of the grant is October 1, 2023 through August 31, 2024.

Project Representatives

The project representatives during the term of this agreement will be:

Costa Mesa Police Department
Jonathan D. Smith
PO Box 1200
Costa Mesa, CA 92628
(714) 917-5113
jsmith@costamesaca.gov

Department of Alcoholic Beverage Control
Diana Fouts-Guter, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 928-9807
Diana.fouts-guter@abc.ca.gov

Direct all fiscal inquiries to:

Costa Mesa Police Department
Carol Molina
PO Box 1200
Costa Mesa, CA 92628
(714) 754-5036
carol.molina@costamesaca.gov

Department of Alcoholic Beverage Control
Kristine Okino, Fiscal Grant Analyst
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
Kristine.okino@abc.ca.gov

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing and Payment

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay bi-monthly for approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost).
- Invoices shall clearly reference this contract number (24-OTS102) and must not exceed the contract total authorized amount of \$40,000.00. Invoices are to be submitted on a bi-monthly basis, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control
Attn: Kristine Okino, Grants Fiscal Analyst
3927 Lennane Drive, Suite 100
Sacramento, California 95834

- This grant is only for overtime compensation and travel for training on October 17, 2023 only.
- In accordance with State of CA travel policy, agencies are eligible to receive reimbursement for travel expenses incurred for training on October 17, 2023.
<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>
- Payment shall be made in arrears within 45 days from the receipt of an undisputed invoice.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, October 1, 2023 and on or before the project termination date, August 31, 2024.
- Contractor understands any other costs incurred by contractor, other than attendance at initial training and/or personnel overtime and benefits as authorized above, in the performance of this agreement are the sole responsibility of contractor.

Budget Contingency Clause

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to contractor or to furnish any other considerations under this agreement and contractor shall not be obligated to perform any provisions of this agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to contractor to reflect the reduced amount.

Prompt Payment Clause

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the agreement is binding on any of the parties.
3. **ASSIGNMENT:** This agreement is not assignable by the contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by contractor in the performance of this agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this agreement and be relieved of any payments should the contractor fail to perform the requirements of this agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the contractor under this agreement and the balance, if any, shall be paid to the contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209.

With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this agreement, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of 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 and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of 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 and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this agreement.
13. COMPENSATION: The consideration to be paid contractor, as provided herein, shall be in compensation for all of contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this contract contractor made a commitment to achieve small business participation, then contractor must within 60 days of receiving final payment under this contract (or within such other time period as may be specified elsewhere in this contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this contract contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this contract (or within such other time period as may be specified elsewhere in this contract) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Disputes: Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.

Cancellation/Termination: This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.

Contractor Certifications: By signing this agreement, contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-OTS102

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTOR NAME

City of Costa Mesa through the Costa Mesa Police Department

2. The term of this Agreement is:

START DATE

October 1, 2023

THROUGH END DATE

August 31, 2024

3. The maximum amount of this Agreement is:

\$40,000.00 Forty thousand dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions (GTC 04/2017)	4
+ - Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Costa Mesa through the Costa Mesa Police Department

CONTRACTOR BUSINESS ADDRESS

PO Box 1200

CITY

Costa Mesa

STATE

CA

ZIP

92628

PRINTED NAME OF PERSON SIGNING

Lori Ann Farrell Harrison

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Baker

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

RESOLUTION NO. 23-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AUTHORIZING THE APPLICATION FOR, AND ACCEPTANCE OF, A GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL FOR THE ALCOHOL POLICING PARTNERSHIP PROGRAM

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

WHEREAS, the California Department of Alcoholic Beverage Control (ABC) has established the Alcohol Policing Partnership Program (“Program”); and

WHEREAS, the goal of the Program is for ABC to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminating crime and public nuisance problems associated with problem alcoholic beverage outlets and then institutionalize those approaches within the local law enforcement agency; and

WHEREAS, the City supports the Program goals and wishes to participate in the Program for Fiscal Year 2023-2024; and

WHEREAS, ABC has awarded the City a Program grant in the amount of \$40,000.

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

Section 1. The City Council hereby approves the application for, and acceptance of, an Alcohol Policing Partnership Program grant from the California Department of Alcoholic Beverage Control.

Section 2. The Chief of Police or his or her designee is hereby authorized to execute the grant agreement, and any amendments thereof, and to take all steps necessary to implement this authorization and the Alcohol Policing Partnership Program requirements and objectives.

PASSED AND ADOPTED this 7th day of November, 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. 23-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 7th day of November, 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 7th day of November, 2023.

Brenda Green, City Clerk



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1431

Meeting Date: 11/7/2023

TITLE:

SUB RECIPIENT AGREEMENT FOR THE 2022 URBAN AREA SECURITY INITIATIVE GRANT

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: DANIEL HOLL, TRAINING SERGEANT

CONTACT INFORMATION: DANIEL HOLL, TRAINING SERGEANT, 714-754-5030

RECOMMENDATION:

Staff recommends the City Council:

Authorize the City Manager, or designee, to execute the attached Sub-Recipient Agreement with the City of Anaheim for the FY 2022 Urban Areas Security Initiative (UASI) Grant Program.

BACKGROUND:

In 2005, the cities of Anaheim and Santa Ana were selected as administrators of the Urban Area Security Initiative (UASI) Grant for the Anaheim/Santa Ana Urban Area jurisdiction. Each year, Anaheim and Santa Ana trade off as the lead agency responsible for the program cycle. Anaheim through the Anaheim Police Department, is the lead agency for the FY 2022 UASI Grant. The City of Costa Mesa is within the Anaheim/Santa Ana Urban Area jurisdiction. As part of this Urban Area, the City of Costa Mesa is eligible to receive equipment or services purchased with grant funds or to receive reimbursement for purchases of authorized equipment, services, joint training exercises, and expenses related to overtime for training evolutions, upon prior written approval from Anaheim.

The UASI Grant is a reimbursement grant, meaning cities must expend their own funds for eligible expenditures and then apply for reimbursement. In an effort to ensure each city does not expend funds for equipment, services, or training costs that are not allowable under the UASI Grant, each city is required to obtain prior written approval from the Emergency Management Bureau of the Anaheim Police Department for expenditures it plans to submit for reimbursement.

The FY 2022 UASI grant performance period for the Anaheim/Santa Ana Urban Area is from September 1, 2022 to May 31, 2025. The Sub-Recipient Performance Period is August 9, 2023 to March 31, 2025. The City of Costa Mesa is considered a sub-recipient and must establish eligibility to receive grant funds by submitting an eligibility package that includes a signed FY 2022 UASI Sub-Recipient Agreement.

ANALYSIS:

If the City Council authorizes the City Manager to enter into the Sub-Recipient Agreement, the City would be eligible to receive reimbursement in the event the City incurs eligible expenses during the grant period (August 9, 2023 to March 31, 2025).

The Police Department staff, with assistance from the Finance Department, will continue to track City expenditures associated within the grant parameters. If approved, the Police Department would process reimbursement requests with UASI grant staff on behalf of the City.

ALTERNATIVES:

The City Council could reject City participation in the UASI Grant Program. This approach would cause those expenses to be paid from the City's budget with no potential for reimbursement from the UASI Grant funds.

FISCAL REVIEW:

No fiscal impact.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and the agreement between the City of Anaheim and the City of Costa Mesa and has approved 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 City Council:

Authorize the City Manager, or designee, to execute the attached Sub-Recipient Agreement with the City of Anaheim for the FY 2022 Urban Areas Security Initiative (UASI) Grant Program.

AGREEMENT

SUB-RECIPIENT: CITY OF COSTA MESA

City Contract Number _____

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Exhibit B	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Exhibit C	Certification Regarding Lobbying

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR
REIMBURSEMENT OF TRAINING COSTS
FOR FY2022 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF ANAHEIM
AND CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the CITY OF ANAHEIM, a municipal corporation (the "CITY"), and CITY OF COSTA MESA (the "SUB-RECIPIENT" or "Contractor").

WITNESSETH

WHEREAS, CITY, acting through the Anaheim Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2022 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2022 Urban Areas Security Initiative" from the federal Department Of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

U.S. Department of Homeland Security "Fiscal Year 2022 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
<https://www.fema.gov/grants/preparedness/homeland-security/fy-22-nofo>

California Office of Emergency Services "FY2022 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"
<https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY-2022-HSGP-State-Supplement.pdf>

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF ANAHEIM ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY2022 UASI Grant of \$5,113,750 ("Grant Funds") to the CITY OF ANAHEIM, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Anaheim Police Department, Emergency Management Director ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2022 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to CITY OF COSTA MESA ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 425 South Harbor Boulevard, Anaheim, CA 92805; and
- B. CITY OF COSTA MESA, a municipal corporation, 77 Fair Drive, Costa Mesa, CA 92626

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Anaheim shall be, unless otherwise stated in the Agreement:

Richard LaRochelle, Lieutenant
Anaheim Police Department
425 South Harbor Boulevard
Anaheim, CA 92805
Phone: (714) 765-1523
rlarochelle@anaheim.net

- 2. The representative of CITY OF COSTA MESA shall be:

Name: Carol Molina

Title: Finance Director

Sub Recipient Name: _____

Sub Recipient Address: _____

City Costa Mesa State: CA Zip: _____

Phone: _____

E-mail: _____

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF ANAHEIM. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF ANAHEIM by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF ANAHEIM.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF ANAHEIM, unless otherwise exempted.

- A. Grant Assurances in accordance with section 413C of this Agreement attached hereto as Exhibit A and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 413A12 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 413A4 of this Agreement and attached hereto as Exhibit C and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

II TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on 08/09/2023 and end on 3/31/2025 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY2022 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <https://www.fema.gov/authorized-equipment-list>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more.
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property (including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i) use and

condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.

8. All equipment obtained under this Agreement shall have an ASUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
 9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.
 10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
 11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.
 12. SUB-RECIPIENT shall contact the ASUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.
- E. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY2022 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES. A catalogue of Grantor approved and sponsored training courses is available at <https://cdp.dhs.gov/>.
- F. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY2022 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/media-library/assets/documents/32326>.
- G. Any planning paid pursuant to this Agreement shall conform to the guidelines

as listed in FY2022 Homeland Security Grant Program, as set forth above.

- H. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY2022 Homeland Security Grant Program, as set forth above.

III PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Anaheim UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine

restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§409. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Anaheim, its officers, agents, employees, representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

§410. Conflict of Interest

- A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- B. Definitions:
1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
 2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship

between said person and the Contractor.

- E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§411. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§412. Statutes and Regulations Applicable To All Grant Contracts

A. Compliance With Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit A. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB-RECIPIENT used in violation of the Grant Assurances.

- B. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and

administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY2022 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2022-0043; and identify the City of Anaheim as the Pass-Through.

3. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

4. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and

construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

5. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

6. Telecommunications (2 CFR 200.216)

SUBRECIPIENT will comply with FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds on Covered Telecommunication Equipment or Services (Interim), which prohibits grant recipients and subrecipients from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or to enter into a contract (or

extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2022 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of-State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

§413. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§414. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum

on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed as one original. This Agreement includes twenty-two (22) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and CITY OF COSTA MESA have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

CITY OF ANAHEIM, a municipal Corporation
of the State of California

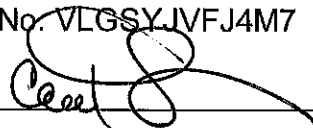
By: _____
Theresa Bass
Clerk of the Council

By: _____
Rick Armendariz
Chief of Police

APPROVED AS TO FORM:

By: _____
Kristin Pelletier
Chief Assistant City Attorney

SUB-RECIPIENT
CITY OF COSTA MESA
UEI No. VLGSYJVFJ4M7

By: _____


Printed Name Carol Moline

Title
Finance Director

APPROVED AS TO FORM

By: _____

Printed Name _____

Title

EXHIBIT A

California Governor's Office of Emergency Services FY2022 Grant Assurances (All HSGP Applicants)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

Initials 

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The Applicant 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 subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state

Initials 

- antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

Initials 

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);

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- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management


False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

Initials 

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant

Initials eh

- in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
 - (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM (HSGP) –
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

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25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B- 138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA’s General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant/Subrecipient: _____

Signature of Authorized Agent:  _____

Printed Name of Authorized Agent: Carol Molina

Title: Finance Director Date: September 14, 2003

Initials 

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.


Authorized Agent Signature


Printed or Typed Name


Title

Address: _____

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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.
2. 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 undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned 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 subrecipients shall certify and disclose accordingly.

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.

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

AGREEMENT NUMBER: _____

AGENCY

Carol Molina, Finance Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Carol Molina September 14, 2023
SIGNATURE DATE



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1439

Meeting Date: 11/7/2023

TITLE:

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE COSTA MESA SKATE PARK EXPANSION

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 David Volz Design Landscape Architects, Inc., 151 Kalmus Drive, Suite M8, Costa Mesa, California in the amount of \$287,476 for the design of the Costa Mesa Skate Park located at 900 Arlington Drive, Costa Mesa, and authorize the City Manager and the City Clerk to execute the PSA.
2. Authorize a ten percent (10%) contingency in the amount of \$28,748 in order to cover additional work or unforeseen circumstances.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement within Council authorized limits.

BACKGROUND:

The City of Costa Mesa currently has one of the most popular skate parks in Orange County. The success of the existing skate park is demonstrated by the significant number of users who frequent the park. It provides a total skateboarding area of approximately 15,000 square feet and features a combination of street elements, bowls, and transition areas.

The existing skate park is frequented by the local skating community and is enjoyed by skaters of all ages. A great need exists for a dedicated area for beginning skaters and an expanded area for new elements. The ultimate goal is to expand the current skate park facility by approximately 15,000 square feet to ensure that it remains a modern, top-notch, and state-of-the-art skate park facility that can serve as a signature destination in the region and cater to users of all ages and skill levels.

In order to procure the services of a highly qualified firm with a specialty in skate park design and construction, the City issued a Request for Proposals (RFP) to assist the City with the design and construction support phases of this project.

The scope of professional services includes extensive community outreach, presentations to Commissions and the City Council; preparation of conceptual and schematic designs, plans, specifications and cost estimates; bid assistance services; construction support; and other professional services necessary to complete the project.

ANALYSIS:

Staff advertised the project for architectural and engineering design services on July 12, 2023, and received four (4) proposals on August 14, 2023.

After careful review of the proposals, staff found David Volz Design (DVD) is well qualified to perform the identified services at a competitive price of \$287,476. The submitted proposal represented a thorough understanding of the project, complied with City specifications, offered innovative approaches to providing the services which includes partnering with Spohn Ranch Skateparks, a highly reputable skatepark design and build firm, and documents technical ability and experience with similar projects. Staff has determined the proposed cost for consultant services to be reasonable for meeting the City's requirements as listed in the scope of services. The cost for services is competitive and within industry standards for these specialized architectural and engineering services.

DVD has prepared plans and specifications for several projects in the City including the award-winning Lions Park Playground Project, Harbor Boulevard Beautification Project and the Harbor Boulevard Bike Trail. In addition, DVD also completed the design of improvements for Smallwood Park, and the master plan for Brentwood Park. Spohn Ranch Skateparks designed and built several skateparks locally and is recognized in the skating community for its projects.

Therefore, staff recommends that the City Council award a Professional Services Agreement (PSA) to DVD (Attachment 1).

ALTERNATIVES:

The alternative would be to reject all proposals, re-advertise, and re-evaluate new proposals. Staff has determined that this will not result in a better outcome and will delay the project.

FISCAL REVIEW:

There is adequate funding available for this contract. The City received Federal American Rescue Plan Act (ARPA) funds in the amount of \$2,000,000 through Supervisor Katrina Foley and the County of Orange for the design and construction for this project. The City Council included this funding as part of the Fiscal Year 2023-24 budget.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

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

CONCLUSION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to David Volz Design Landscape Architects, Inc., 151 Kalmus Drive, Suite M8, Costa Mesa, California in the amount of \$287,476 for the design of the Costa Mesa Skate Park located at 900 Arlington Drive, Costa Mesa, and authorize the City Manager and the City Clerk to execute the PSA.
2. Authorize a ten percent (10%) contingency in the amount of \$28,748 in order to cover additional work or unforeseen circumstances.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement within Council authorized limits.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of November, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC., a general stock corporation ("Consultant" or "Contractor").

RECITALS

A. On March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter "ARPA"); and

B. On May 10, 2021, the United States Department of the Treasury (hereinafter "US TREASURY") published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter "SLFRF") to be disseminated to local governments in accordance with the ARPA; and

C. The grand total allocation of SLFRF funds to the CITY, as published by the US TREASURY, is \$26,481,513.00; and

D. City proposes to utilize a portion of the City Allocation of SLFRF funds for the services of Consultant as an independent contractor to provide professional architectural and engineering services for the design service for the skate park expansion, as more fully described herein; and

E. 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

F. 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

G. 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," Consultant's Proposal, attached hereto as Exhibit "B," and in compliance with the American Rescue Act Plan Rider attached hereto as Exhibit "D" each incorporated herein. Consultant shall complete the Services according to any schedule of performance set forth in Exhibit "A." To the extent that Exhibit "B" contains provisions inconsistent with this Agreement and/or Exhibit "A," the provisions of this Agreement and Exhibit "A" shall govern.

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 Exhibit "A" (City's Request for Proposal), Exhibit "B" (Consultant's Proposal), Exhibit "D" (American Rescue Plan Rider), 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.

1.9 Release of Information. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

1.10 Notification of Summons/Complaints. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

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 incorporated herein by this reference as though set forth in full, and made a part of this Agreement. Consultant's total compensation shall not exceed Two-Hundred and Eighty-Seven Thousand, Four-Hundred and Seventy-Six Dollars (\$ 287,476.00).

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. Complete and accurate Records of Consultant's services, tasks, costs, expenses, receipts and other such information 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, copying and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit any evaluation of Services.

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months, ending on November 7, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one (1) additional one (1) year periods upon mutual written agreement of both parties.

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

termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

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 and Financial Size Category Class VI (or larger) in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, (insurance with coverage at least as broad as Insurance Service Office form CG 00 01), 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. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- (b) Business automobile liability insurance at least as broad as Insurance Services Office form CA 00 01, for owned vehicles, hired, and non-owned vehicles, covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, 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 (Statutory Limits) and Employer's Liability Insurance with limits of at least \$1,000,000 per accident for bodily injury or disease. 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. Consultant is exempt from the Workers' compensation insurance requirement if it is a sole proprietorship, partnership, or corporation without employees.
- (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 (except for nonpayment for which a ten (10) day notice is required)."
- (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." Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called to protect it as a named insured.
- (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, along with a waiver of subrogation endorsement for workers' compensation, in a form and content approved by City, prior to performing any services under this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

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.

5.6. The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant's payments. In the alternative, the City may immediately terminate this Agreement.

5.7. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allows Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require a similar written express waivers and insurance clauses from each of its subconsultants.

5.8. Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

5.9. Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

5.10. Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

5.11 Separation of insureds. A severability of interests provision must apply for all additional insured ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

5.12 Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the City for review.

5.13 The City's right to revise specifications. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

5.14 Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

5.15 Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

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. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

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:

David Volz Design Landscape
Architects, Inc.
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
Tel: (714) 641- 1300
Attn: David Volz

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754- 5335
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 "E" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. 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. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the

proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall 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 includes the duty to defend consisting of reimbursement of defense costs incurred by the City in direct proportion to the Consultant's proportionate percentage of fault and 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. In addition, no member, officer, or employee of the City, or their designee or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

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, in order to be valid.

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.

6.29. Licenses. At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

6.30. Legal Responsibilities. Consultant shall keep itself informed of State and Federal laws and regulations, including but not limited to those specified in Exhibit "D", which in any manner affect those employed by it or in any way affect the performance of Services to this Agreement. Consultant shall at all times observe and comply with such laws and regulations. The City and its officials, officers, employees, and agents shall not be liable at law or in equity by failure of Consultant to comply with this Section.

6.31. Undue Influence. Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and remedies at law or in equity.

6.32. Default of Consultant. If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice

to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven (7) days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to to any other remedy to which it may be entitled at law, in equity or under this Agreement. Consultant shall be responsible for costs incurred by the City due to Consultant's failure to comply with this section. The City shall have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

[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

David Volz
Signature

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
City Engineer

Date: _____

DEPARTMENTAL APPROVAL:

Irina Gurovich
Associate Engineer for the Department of Public Works

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A

CITY OF COSTA MESA'S REQUEST FOR PROPOSAL



CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ENGINEERING DIVISION

July 11, 2023

SUBJECT: REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE COSTA MESA SKATE PARK, 900 ARLINGTON AVE, COSTA MESA, CA

Dear Consultant:

The City of Costa Mesa is interested in receiving proposals for the furnishing of professional services to plan and design the expansion of the current Costa Mesa Skate Park.

The anticipated schedule of events to complete the professional services for the project is as follows:

SCHEDULE OF EVENTS

	<u>DATE</u>
1) RFP Issued	07/11/23
2) Non-Mandatory Job-Walk Meeting	07/19/23
2) Deadline for Written Questions	08/01/23
2) Proposal Received by City	08/09/23
4) Contract Approval	TBD

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

Enclosed is the Request for Proposal (RFP) to provide professional services for the subject project. The proposal requirements and the necessary professional services required by the City are stated within the RFP. The consultant shall provide all services as requested in the RFP and stated in the submitted proposal.

A non-mandatory job walk is scheduled for July 19, 2023 at 10:00 am at the Costa Mesa Skate Park, located at TeWinkle Park, 900 Arlington Drive (parking lot). **All prospective bidders are strongly encouraged to attend this meeting.**

CITY OF COSTA MESA CONTACT PERSON

The City of Costa Mesa contact person for this project is Irina Gurovich, Associate Engineer. All correspondence shall be submitted in writing via Planet Bids. Inquiries submitted other than via PlanetBids will not receive a response.

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals shall be submitted electronically via PlanetBids:

<https://pbsystem.planetbids.com/portal/45476/bo/bo-search>

No other form of submittal shall be accepted by the City.

FEE PROPOSAL

Fee Proposals shall be submitted in a separate file electronically via PlanetBids:

<https://pbsystem.planetbids.com/portal/45476/bo/bo-search>

Sincerely,

Irina Gurovich
Associate Engineer

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND
DESIGN OF THE EXPANSION OF THE COSTA MESA SKATE PARK
900 ARLINGTON DRIVE, COSTA MESA, CA**

I. INTRODUCTION

The City of Costa Mesa currently has one of the most popular skate parks in Orange County. It provides a total skateboarding area of approximately 15,000 SF and features a combination of street elements, bowls and transition areas. The existing Skate Park is one of the most frequently used facilities owned by the City. In June of 2023, the Costa Mesa City Council approved funding for the design and expansion of the current skate park as a part of the adoption of the 2023-2024 Capital Improvement Program budget.

The existing Skate Park is well liked by the skating community and the local neighborhood. The success of the facility can be attributed to a planning process that included active participation from the skating community, local residents, and various City departments throughout both the planning and design phases of the project. The City intends to follow the same approach for the planning and design of the skate park expansion project.

At this time, the City desires to retain the services of a highly-qualified firm with a specialty in skate park design and construction to assist the City with the design and construction support phases of this project. The selected Consultant team must possess a strong background in urban park planning and design with an emphasis in skate park design. It is anticipated that the Consultant will be responsible for hosting community meetings, preparing conceptual and schematic designs, preparing budget level estimates, and conducting public presentations.

A. General Goals:

The City of Costa Mesa desires to retain the services of a consultant to plan and design the expansion of the current Costa Mesa Skate Park.

The goals for the project are as follows:

1. Evaluate the City's current Skate Park in order to determine exciting and innovative skate features for the expansion which will not duplicate existing features.
2. Conduct public workshops, progress meetings with stakeholders, and presentations to the Parks and Community Services Commission and City Council.
3. Develop the project in partnership with representatives of the skating community, local residents, and various City departments.
4. Develop all schematic designs for the skate park expansion, including:
 - All skating and transition surfaces
 - Viewing areas
 - Access points
 - Fencing, consistent with the existing fencing at the park
 - Drainage
 - Security system
 - Protection of as many mature trees as possible

- A state-of-the-art sports lighting system that is consistent with the current Musco "Green Light" system

The selected Consultant will be responsible for the completion of the final design of the skate park, including the processing of permits from utility companies and the City's Building Division. The ultimate goal is to expand the current Skate Park facility by approximately 15,000 square-feet to ensure it is a modern, top-ranked, and state-of-the-art skate park facility that can serve as a signature destination in the region and cater to users of all ages and skill levels.

B. Minimum Consultant Qualifications:

The Consultant shall identify key project staff including sub-consultants that must have at least five (5) years of prior experience on similar types of projects. All Consultants responding to this Request for Proposals (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, understanding of the project, and responsiveness to the needs and concerns of the City of Costa Mesa and its residents.

II. CONTENT OF PROPOSAL

In order to maintain uniformity with all proposals furnished by consultants, the proposals shall be limited to a maximum of 20 pages (excluding front and back covers, section dividers, and resumes) and to include the following:

- A. A statement of project understanding containing any suggestions to improve or expedite the project or special concerns of which the City should be made aware. The project approach shall contain clarifications or additional scope of work necessary for the successful completion of the project.
- B. A project team organization chart, identifying those who will perform the work, and a brief resume of each team member (including a list of similar type projects in which they have been directly involved) is required. Identify the Project Manager (PM) proposed for this project. The PM will be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified with the same requirements as the main consultant.
- C. A list of similar projects that your firm has completed within the last five years. Information should include: project description, agency or client name, along with the person to contact and the telephone number(s), year completed, and project cost.
- D. A proposed schedule indicating stages of work, timeframes, and ability to perform the required services in a timely manner with a construction start date of July 2024.
- E. Fee proposal in a separately sealed envelope containing the following:
 1. Cover letter stating the total lump sum fee.
 2. A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall list individual project tasks and number of hours assigned for specific personnel, along with their basic hourly rates. The specific hourly rates

shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration.

A pre-proposal meeting and walk-through will be held on July 25, 2023, 10:00 a.m. at the Costa Mesa Skate Park, located at TeWinkle Park, 900 Arlington Drive (parking lot). All prospective bidders are strongly encouraged to attend this meeting.

The Final day for receipt of questions from the Proposer shall be on or before August 7, 2023, before 2:00 pm. To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP.

Please submit three copies of the project proposal and three (3) copies of the fee proposal to Irina Gurovich, 77 Fair Drive, Costa Mesa, CA 92626, by 4:00 p.m. on August 14, 2023.

For any questions, please contact Irina Gurovich by email at Irina.Gurovich@costamesaca.gov

III. CONSULTANT SELECTION COMMITTEE

The City of Costa Mesa Public Works Department has established a Consultant Selection Committee consisting of three members who have acted in the capacity of Project Manager. The Consultant Selection Committee will evaluate the consultant on their ability to do the following:

- A. Produce a well-engineered set of plans, specifications and estimates (PS&E) that will result in a minimum number of construction contract change orders.
- B. Produce an innovative and detailed set of construction documents, which reflect field conditions, including drainage and utility locations.
- C. Perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems.
- D. Provide the City with adequate estimates, quantity takeoffs, detailed drawings, etc., to allow for effective construction management and quality control of the project.

IV. ESTABLISHMENT OF FEES

The fee proposal will not be opened until the Proposal Selection Committee has evaluated all of the Consultants' proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "lump sum" fee submitted in the fee proposal.

Fee submitted shall include presentations at three community outreach meetings, one presentation to the Parks and Community Services Commission, one presentation to the Planning Commission, and one presentation to the City Council. These presentations may be outside of normal business hours and/or on weekends.

Consultant shall include an allowance line item in the fee proposal in the amount of **\$20,000** for reimbursable expenses such as exhibits requested for community presentations and any utility

agency fees.

In addition, the consultant is requested to include an amount of **\$10,000** in the fee schedule for the Design of The Skate Park Expansion as a contingency to be used only as directed in writing by the City's Project Manager.

V. PROFESSIONAL SERVICES AGREEMENT

- A. A sample of the required Professional Services Agreement is enclosed for your information (Exhibit C). The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.
- B. No reduction of professional services, as stated in both the City's RFP and the consultant's submitted proposal, will be allowed.

VI. INSURANCE REQUIREMENTS

A Certificate of Insurance is enclosed for your reference. Please refer to the sample agreement for the necessary amounts of general liability insurance, automotive, worker's compensation, and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement.

VII. SCOPE OF CONSULTANT SERVICES

The scope of the work includes developing preliminary 3D concepts, conducting public workshops, coordinating with the skating community, making presentations to Commissions and the City Council, and completing the final design for the selected concept. The work also includes identifying and designing supporting/ancillary facilities such as viewing areas, covered picnic shelters and bleachers, parking lot, etc.

A. Project Analysis and Review:

The Consultant will evaluate existing conditions, research existing City plans and records, perform field review and investigations, prepare preliminary environmental determinations and feasibility studies (including traffic, parking, noise impact, lighting and space planning), meet with City staff to define the detailed project scope and objectives (minimum four meetings), and ultimately implement the General Goals identified for this project. The Consultant will meet periodically with City staff and other advisory groups for appropriate guidance and coordination and determine the appropriate courses of action for obtaining feedback from the community. In addition, the Consultant will be required to conduct programming workshops at the skate park (minimum three outreach meetings), and in addition, make public presentations before the Parks and Community Services Commission and the City Council. The Consultant shall take notes during the public presentations and workshop meetings and prepare meeting minutes that shall be submitted to City staff for approval within one week after the meeting.

B. Utility Investigation/Coordination:

The Consultant shall notify all the utility companies; obtain plans of all existing utility facilities; and identify and precisely locate all utilities (both underground and overhead) within the project limits, including mains, service lines, meter boxes, valve cans, irrigation lines, drain lines, channels, traffic signal conduit, etc.

The Consultant must coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes; request utility companies to pothole their facilities as required to obtain precise elevations of existing utilities; determine elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur as a result of the construction of this project and resolve any conflicts with utility companies.

The Consultant shall obtain approval in writing from utility companies for any necessary utility work and clearance. The Consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures."

The Consultant shall submit all utility correspondences to the City.

C. Survey:

The Consultant shall plot the project schematic design conducting aerials and topographic surveys to provide the necessary information to complete the schematic design for the project.

The Consultant shall plot the project design survey referencing all elevations to the closest and latest Orange County Benchmark (OCBM) which shall be identified and described on the drawings; provide centerline bearings with the basis of bearing referenced to a bearing on a latest recorded tract or parcel map nearest to the proposed site; and provide stations that shall be based upon and begun at nearest existing street centerline stations.

The Consultant shall provide the following minimum survey information:

1. Obtain permission from all the landowners where topographic surveying is needed.
2. Perform a topographic survey and prepare a base map. The base map shall identify existing structures, utilities, roadways, trails, trees, etc., and other existing improvements within the project limits.
3. Provide typical cross-sections with existing elevations.
4. Show property lines and address numbers (50% screened), including City and County boundaries.
5. Show contour lines within the limits of the work and to 100-feet (minimum) beyond the grading limits to establish existing drainage patterns.
6. Attention to detail is essential. All existing improvements and features must be

described and detailed on the plans.

Deliverables:

1. Progress prints and final survey plan, stamped by a licensed surveyor.
2. CD containing all pertinent electronic files (ACAD files including cross references and fonts, survey data, etc.)

D. Plans (Schematic Design Phase):

1. Prepare initial 3D concept plans based on staff meetings and surveys for use in public workshops and meetings with stakeholders. Direction will be given at these meetings to finalize one recommended concept plan and one alternate concept plan prior to the scheduled public presentations (Parks and Community Service Commission, Planning Commission, and City Council).
2. Final concept plans must show the following levels of detail:
 - Site plan showing the entire park and the proposed skate park and structures.
 - Layout of the proposed skate park, restroom buildings, and picnic.
 - Shelters and parking lot over the proposed construction area.
 - Details (sections, plan and profile, materials, etc.) of Individual elements (skate park, restroom buildings, picnic shelters, parking lot, etc.).
 - 3-D (or Isometric) color renderings of proposed skate park and elements (solid object graphics preferred).
 - Locations of the sports lighting systems in the park.
3. Prepare preliminary construction cost estimates for the options being presented.
4. Complete the necessary environmental document for the final concept plan.

E. Geotechnical Investigation:

The selected Consultant will be required to conduct all the necessary geotechnical investigations to completely design the project.

F. Electrical Engineering Services:

The design of the new safety lighting systems will require the services of a licensed electrical engineer who must coordinate the work and obtain permits from Southern California Edison and the City's Building Division.

G. Plans:

- i. The Consultant shall prepare construction drawings containing title sheet, general note sheet, plan sheets, typical cross section sheets, and detail sheets for the project. The title sheet shall contain a vicinity map and location map for the project.
- ii. The Consultant shall plot typical cross sections illustrating existing and proposed conditions. The typical cross sections shall include existing and proposed elevations, stations, percent cross slopes, labeling, other information as outlined in the above

- Design Survey Section, and other required information.
- iii. The Consultant shall plot existing improvements in broken or screened lines and place existing elevations in parenthesis.
- iv. The Consultant shall incorporate the following minimum information on plan views: ROW, property lines, existing AC and PCC improvements, and all existing structures (power poles, storm channels, fences, trees, plants, grass, walkways, pull boxes, and sprinkler systems).

H. Specifications:

Prepare complete project specifications including Special Provisions (including permits from other agencies) and Proposal forms in a format consistent with current City projects. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City for incorporation into construction documents. A description for each bid item will be required.

I. Quantity and Cost Estimates:

Provide complete preliminary and final construction quantity and cost estimates for each one of the proposed phases. A preliminary estimate shall be provided at 70% and 100% complete submittals and a final estimate upon final submittal. With the final submittal, color-code one set of blue lines showing one color for each item of construction with dimensions, areas, quantities, and other items for each sheet, showing total quantities for each item on the first sheet. These quantities shall match the proposed final quantities. In addition, quantity takeoff sheets shall be provided by the consultant to aid the City during construction.

J. Construction Documents:

Plans and specifications shall comply with standard drawings and specifications of the City of Costa Mesa and other agencies as applicable.

All construction drawings shall be provided to the City in both hard copy and electronic format.

Prepare one Resident Engineer's file. The file must contain a minimum of the following: preliminary and final construction quantities and cost estimates and updates, quantity takeoff sheets, calculation documents, fieldwork information, meeting minutes, utility coordination correspondence, geotechnical documents, survey and ROW information, and all other related correspondence. The Consultant shall submit this file to the City in conjunction with the final submittal.

K. Project Document Submittal and Plan Information:

- i. Project Initialization and General Requirements:
 - a. Develop Project Schedule and Staffing Requirements.
 - b. Locate electrical and irrigation POC's and initiate contact with the respective owners.
 - c. Submit Monthly Progress Reports to the City.
 - d. Participate in Periodic Meetings with City staff.
 - e. Provide presentation to Parks and Recreation Commission outside of normal

business hours.

- f. Host neighborhood community meeting outside of normal business hours.
- g. Provide three-dimensional computer renderings of proposed improvements at 30%, 60%, 90% and 100% completion.
- h. All required City-issued permits will be provided for free of charge for the design and construction of the project.
- i. Any other permits required for the project shall be obtained by the CONSULTANT. The City will pay any fees to the respective agencies.
- j. Areas disturbed during the design and construction phases of this project must be restored to pre-existing conditions according to the City's requirements.
- k. Fieldwork will be conducted Monday through Friday from 7:00 a.m. to 5:00 p.m. or as authorized by the City. The City shall be made aware of work conducted outside of normal hours prior to commencement of said work. No work will be conducted outside of normal hours without City approval.
- l. Ensure that the project is designed and engineered to provide and maintain positive drainage flow.
- m. Ensure that standing/stagnant water is avoided due to vector concerns.

ii. Preliminary Engineering – 70% Complete PS&E's:

- a. Conduct all topographic and property surveys and combine with available topographic surveys to create of base maps for the project.
- b. Conduct all geotechnical investigations necessary for the construction of the project.
- c. The selected CONSULTANT shall review field conditions with respect to storm drain maps and irrigation plans provided by the City and report any configuration errors or inconsistencies to the City for clarification or correction.
- d. Prepare Base Maps, Rough Grading Plan and preliminary design of the restroom renovation, proposed landscape, hardscape, irrigation and electrical improvements, including color renderings of the proposed skatepark features and surfacing.
- e. This submittal must include all the proposed improvements, construction notes and as many details as possible.

iii. Preliminary Engineering – 100% Complete PS&E's:

- a. CONSULTANT shall address any comments from the City or other agencies generated from the 70% submittal.
- b. Based on the input received from the previous submittal, complete the design and prepare final PS&E's.
- c. Submit construction documents to the City of Costa Mesa Building Division and to other agencies and utility companies for review and to obtain preliminary approvals.
- d. Submit draft Storm Water Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP) in compliance with local, state and federal requirements.

iv. Preliminary Engineering – Final PS&E's:

- a. CONSULTANT shall address any comments from the City or other agencies generated from the previous plan check.
- b. Submit final set of PS&E's (printed and electronic formats) complete with the

necessary instructions and details to carry out the work in accordance with the approved construction phasing. The final set of plans shall be printed and submitted electronically with each sheet stamped and signed.

- c. Submit final construction permits and approvals from City Departments, other agencies, and utility companies.
- d. Submit final SWPPP and WQMP.

v. Deliverables:

The CONSULTANT shall provide the City with the following:

- a. For progress plan check submittals, in addition to the printed copies submitted for this phase, all plans and reports must also be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
- b. For the final construction and environmental documents, and supporting calculations, in addition to the printed copies submitted for this phase, all plans and reports must be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
- c. Approved permits.

L. Construction Support Services:

- 1. Respond to all Contractor Requests for Information.
- 2. Review all Contractor Submittals.
- 3. Attend weekly construction progress meetings.
- 4. Review and advise on any construction change order requests.

VIII. CITY RESPONSIBILITIES

The City of Costa Mesa will be responsible for the following:

- a. Providing all available system maps, existing hardcopy plans, reports and records on file with the City.
- b. A primary contact/project manager and staff liaison for the project.
- c. Publicity for all scheduled public meetings, including printing and signage, social media channels, website updates, and other communication channels as necessary.
- d. Access to all necessary facilities, including the Skatepark and meeting rooms as necessary.

IX. ASSESSMENT OF WORK EFFORT PRIOR TO SUBMITTING REQUEST FOR PROPOSAL

Each Consultant must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful Consultant engineer of the obligations to carry out the provisions of the contract.

Attachments: Proposed Project Limit (Attachment A)
 Sample PSA (Attachment B)
 Insurance Requirement (Attachment C)
 Utility Coordination Procedure (Attachment D)



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ ENGINEERING DIVISION

DATE: August 9, 2023

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 1 – REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE COSTA MESA SKATE PARK, 900 ARLINGTON DRIVE, COSTA MESA, CA

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to Irina.Gurovich@costamesaca.com. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476> on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

<u>NON-MANDATORY JOB WALK</u>	10:00 A.M., July 25, 2023	COMPLETED
<u>NON -MANDATORY JOB WALK LOCATION</u>	900 ARLINGTON DRIVE, COSTA MESA	COMPLETED
<u>DEADLINE TO SUBMIT QUESTIONS</u>	2:00 P.M., August 7, 2023	COMPLETED
<u>PROPOSAL DUE DATE</u>	4:00 P.M., August 14, 2023	NO CHANGE

CLARIFICATIONS TO PROPOSAL:

The following questions were received at the pre-proposal meeting and through email with subsequent answers and clarifications:

1. Regarding proposal submission, are we expected to submit via Planetbids AND hard copies? The RFP Cover Letter states, "Proposals shall be submitted electronically via PlanetBids...No other form of submittal shall be accepted by the City," while the RFP reads, "Please submit three copies of the project proposal and three (3) copies of the fee proposal to Irina Gurovich, 77 Fair Drive, Costa Mesa, CA 92626, by 4:00 p.m. on August 14, 2023." Please confirm.
 - A. The three (3) copies of the proposal and three (3) copies of the fee proposal shall be mailed to the City and one (1) PDF file format of the proposal and one (1) PDF file format of the fee schedule shall be submitted online through the PlanetBids website.

2. Survey scope of work outlined in RFP doesn't mention including an underground utility survey. As a result, existing utilities will be mapped using record drawings and other resources obtained during investigation and research with utility companies. Please confirm this is an accurate assumption.
 - A. *Yes. Existing utilities will be mapped using record drawings and other resources obtained during investigation and research with utility companies.*
3. Based on discussion at the non-mandatory job walk, the Costa Mesa Skatepark Expansion Project will NOT have a dedicated pump track as part of the design. Please confirm.
 - A. *The project should include unique and innovative elements specific to skateboarding which could include concepts similar in nature to a pump track. Community input from workshops should be highly integrated into any designs.*
4. Based on discussion at the non-mandatory job walk, the Costa Mesa Skatepark Expansion Project will NOT include EV parking design and electrical design work associated with EV for this project. That work will be done under a separate project and therefore the consultant will exclude EV from scope of this project. Please confirm.
 - A. *Yes. This is correct. The Costa Mesa Skate Park Expansion Project will NOT include EV parking design and electrical design work associated with EV for this project. That work will be done under a separate project and therefore the consultant will exclude EV from scope of this project.*
5. Based on discussion at the non-mandatory job walk, the Costa Mesa Skatepark Expansion Project will include shade structure for spectators and users outside of the play area. Can this be a prefabricated and pre-designed structure from a known vendor, or should consultant include a structural engineer as part of the team to design the structure?
 - A. *The shade structure can be a prefabricated and pre-designed structure from a known vendor.*
6. Should consultant include an arborist as part of the scope of work for this project or it is assumed that the selected consultant will work with the City arborist throughout the design to ensure mature trees are protected?
 - A. *The selected consultant will work with the City arborist throughout the design to ensure mature trees are protected.*
7. Based on discussion at the non-mandatory job walk, it is understood that the City will assist and distribute submittals internally to various departments for review for plan check. Please confirm.
 - A. *Yes. The City will assist and distribute submittals internally to various departments for review for plan check.*
8. Based on discussion at the non-mandatory job walk, it is understood that restroom upgrades or construction of new restrooms are NOT part of the scope of this project. Please confirm.
 - A. *Yes. This is correct. The restroom upgrades or construction of new restrooms are not a part of the scope of this project.*
9. For construction support services, are the weekly meetings going to be virtual or in person?
 - A. *The meetings are going to be in-person.*

10. Is it expected for consultant to perform punch walk at the end of construction?
A. Yes. It expected for consultant to perform punch walk at the end of construction.
11. For site lighting, will the City require Musco lighting for the proposed expansion portion similar to existing?
A. Yes. The City requires Musco lighting.
12. Is the existing park currently discharging to an existing offsite storm drainpipe in the street?
A. The existing pump discharges into the turf area west of the existing footprint.
13. For the quantity and cost estimate scope of the RFP, is this expected to be an 'opinion of probable cost' prepared by the engineer? Or it is expected to have a cost estimator consultant on team to produce the construction cost estimate? Please advise.
A. It is expected to have a cost estimator consultant on team to produce the construction cost estimate.
14. Can we be provided a copy of the sign-in sheet that was used during the non-mandatory job-walk meeting on 7/25/23?
A. The sign-in attendance sheet was uploaded to the Planet Bid Website and also attached to this addendum.
15. On Page 2 of the RFP, Paragraph E regarding the "Fee Proposal," Section 2, it states that "each fee schedule shall list individual project tasks and number of hours assigned for specific personnel, along with their basic hourly rates." Can the City clarify if Subconsultants are required to provide a breakdown of the project tasks and basic hourly rates as well or if providing a lump sum fee for Subconsultants' services will be sufficient to meet the fee proposal requirement?
A. Subconsultants are required to provide a breakdown of the project tasks and basic hourly rates.
16. This project will require Materials Testing & Inspection (of concrete, etc.). How will the City hire the lab to perform these services? Would you please clarify the process of hiring for this scope since it is not delineated in the RFP?
A. Since this is a design phase of the project, no Materials Testing & Inspection is required on behalf of the City.

The following sections have been added to the Scope of Consultant Services, Section II, Content of the proposal:

E. Checklist of Forms to Accompany Proposal: As a convenience to Proposers, following is a list of the forms, **Appendix E** 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

II.I Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee Schedule shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the total not to exceed cost.
- **Forms to Accompany Proposal:** **Appendix E** forms shall be attached at the end of the Proposal with the exception of the Fee Schedule which shall be submitted in a separate file.
- **Number of Proposals:** The three (3) copies of the proposal and three (3) copies of the fee proposal shall be mailed to the City and one (1) PDF file format of the Proposal and one (1) PDF file format of the Fee schedule shall be submitted online through the PlanetBids website.
- **Submission of Proposals:** The hard copies, the electronic versions of the Proposals and Fee Proposals must be submitted no later than **4:00 p.m. (P.S.T) on August 14, 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.
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on PlanetBids no later than **August 7, 2023 at 2:00 p.m.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All addendum(s), responses to questions received, and additional information will be posted to PlanetBids. Proposers should check the City's Planetbids 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 those 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, Consultant 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 firm's legal business name(s).

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

- 1. Project Approach, Scope, & Methodology ----- 20%**
- 2. Qualifications, Organization & Key Staff Experience ----- 40%**
- 3. Experience and Record of Success on Similar Federal Projects --- 30%**
- 4. Cost Effectiveness ---- 10%**

2. 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. 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.

- 3. 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.

- 4. 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.

5. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Consultants in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Consultant'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.

6. 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.

7. 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 E** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

8. 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.

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

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

11. 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 E**.

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

Please acknowledge receipt of Addendum 1 on your Proposal and by email per instruction in the first page of this addendum.

Attachments:

1. Appendix E – Required City Forms
2. Sign-in Sheet

Sincerely,


Irina Gurovich
 Associate Engineer

APPENDIX E

Required City Forms

REQUEST FOR PROPOSALS FOR PROFESSIONAL
SERVICES FOR THE PLANNING AND DESIGN OF THE
EXPANSION OF THE COSTA MESA SKATE PARK 900
ARLINGTON DRIVE, COSTA MESA, CA



**VENDOR APPLICATION FORM
FOR
RFP No. _____ for _____**

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

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)

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

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: _____

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:

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. _____** **FOR _____** at any time after **November 09, 2020**.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 09, 2020** with a City Councilmember concerning informal **RFP No. _____** **FOR _____**. 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."

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.



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

**SKATE PARK EXPANSION,
900 ARLINGTON DRIVE, COSTA MESA
RFP 23-04D**

WALK-THRU ATTENDANCE LIST

Tuesday, July 25, 2023 10:00 am at the project site

NAME	COMPANY	CONTACT
Vince Onel	Spahn Ranch	Phone: 626-330-5803
		E-mail: vince@spahn ranch.com
Joey Lopez	Shreducate Academy	Phone: 949-662-4401
		E-mail: joey@shreducate.com
Devin Kelley	Grindline/Rick Engineering	Phone: 949-588-0707
		E-mail: dekelley@rickengineering.com
Zach Mueting	RJM/New Line	Phone: 949-493-2600
		E-mail: zach@rjm designgroup.com
Barsin Bet Govargez	Kimley Horn	Phone: 818-400-3090
		E-mail: barsin.betrgovargez@kimley-horn.com
Brandie Metcalf	Ultra Systems Environmental	Phone: 949-788-4900
		E-mail: bmetcalf@ultrasystems.com
Raja Sethurman	City of Costa Mesa	Phone: 714-754-5032
		E-mail:
George Cortez	City of Costa Mesa	Phone: 714-327-7494
		E-mail:
Robert Ryan	City of Costa Mesa	Phone: 714-327-7499
		E-mail:
Angel Garcia	City of Costa Mesa	Phone: 714-754-5022
		E-mail:
Monique Villasenor	City of Costa Mesa	Phone: 714-754-5679
		E-mail:
Irina Gurovich	City of Costa Mesa	Phone: 714-754-5324
		E-mail:
		Phone:
		E-mail:

EXHIBIT B
CONSULTANT'S PROPOSAL



CITY OF COSTA MESA

DESIGN SERVICES FOR SKATE PARK EXPANSION



AUGUST 14, 2023



EXPANSION OF SKATE PARK, CITY OF COSTA MESA

DVD

Designing landscapes that create
community...

Leveraging location-based
technologies to create a smarter world

August 14, 2023

Irina Gurovich
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

**RE: PROPOSAL TO PROVIDE PROFESSIONAL LANDSCAPE ARCHITECTURE DESIGN SERVICES
FOR THE EXPANSION OF THE COSTA MESA SKATE PARK**

Dear Ms. Gurovich,

The Costa Mesa Skate Park on Arlington Drive is one of Orange County's most popular skate venues. This park is frequented by residents and visitors who, every day, participate in this exciting sport. This park is well known to our design studio as several of our staff have braved the crowds to skate at this exciting and fun concrete landmark.

The David Volz Design Studio, a local Costa Mesa-based, award-winning park design firm, and Spohn Ranch our skate park experts, are ready to design a thrilling and outstanding addition to this facility. This design team has collaborated on fantastic facilities that are also popular with Orange County skaters. In addition to dozens of facilities across California, our team's skate park in Stanton Central Park garnered accolades and awards for outstanding design and unique features. This same DVD/Spohn Ranch team is currently working on other facilities in Orange County, including a new skate park within Woodbury Park in Garden Grove.

DVD has proven expertise in community engagement as a catalyst for the unique, creative design development of park and skate park facilities. Our team of active skaters will engage the Costa Mesa skate community in a fun and creative design process that will specifically look for ideas and inspiration to create a unique addition to the existing park.

The 3D representations that we will prepare will be reviewed and critiqued by your city's skaters. The final designs that these stakeholder's influence will provide the direction for construction documents to guide the park's construction requirements. A full design package will be ready and presented to your civic leaders, and once approved, high-quality plans and specifications will ensure the delivery of an outstanding facility.

The experience section of this proposal outlines some of the outstanding skate parks our design team has delivered. We look forward to working with the Costa Mesa skate community to expand the offerings and opportunities to skate in Costa Mesa.

Very truly yours,

DAVID VOLZ DESIGN



David J. Volz, R.L.A. # 2375

Corporate Office

151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
714.641.1300

Coachella Valley Office

78060 Calle Estado
La Quinta, CA 92253
760.580.5165

San Jose Office

111 North Market Street, Suite 300
San Jose, CA 95113
669.444.0461

San Diego Office

4660 La Jolla Village Dr, Suite 100 #1834
San Diego, CA 92122
858.2471222

Addendum No. 1

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF
THE EXPANSION OF THE COSTA MESA SKATE PARK 900 ARLINGTON DRIVE, COSTA MESA, CA**CITY OF COSTA MESA**

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ ENGINEERING DIVISION

DATE: August 9, 2023**TO: ALL PROSPECTIVE BIDDERS****SUBJECT: ADDENDUM NO. 1 – REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE
PLANNING AND DESIGN OF THE EXPANSION OF THE COSTA MESA SKATE PARK, 900 ARLINGTON
DRIVE, COSTA MESA, CA**

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to Irina.Gurovich@costamesaca.com. **A COPY WILL NOT BE SENT BY MAIL.**

Received by:  • David VolzCompany: David Volz Design Landscape Architects, Inc.

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476> on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

<u>NON-MANDATORY JOB WALK</u>	10:00 A.M., July 25, 2023	COMPLETED
<u>NON -MANDATORY JOB WALK LOCATION</u>	900 ARLINGTON DRIVE, COSTA MESA	COMPLETED
<u>DEADLINE TO SUBMIT QUESTIONS</u>	2:00 P.M., August 7, 2023	COMPLETED
<u>PROPOSAL DUE DATE</u>	4:00 P.M., August 14, 2023	NO CHANGE

CLARIFICATIONS TO PROPOSAL:

The following questions were received at the pre-proposal meeting and through email with subsequent answers and clarifications:

1. Regarding proposal submission, are we expected to submit via Planetbids AND hard copies? The RFP Cover Letter states, "Proposals shall be submitted electronically via PlanetBids...No other form of submittal shall be accepted by the City," while the RFP reads, "Please submit three copies of the project proposal and three (3) copies of the fee proposal to Irina Gurovich, 77 Fair Drive, Costa Mesa, CA 92626, by 4:00 p.m. on August 14, 2023." Please confirm.
 - A. The three (3) copies of the proposal and three (3) copies of the fee proposal shall be mailed to the City and one (1) PDF file format of the proposal and one (1) PDF file format of the fee schedule shall be submitted online through the PlanetBids website.

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Fee Proposal (Separate)

Fee Proposal

Hourly Rate Schedule



FIRM PROFILE

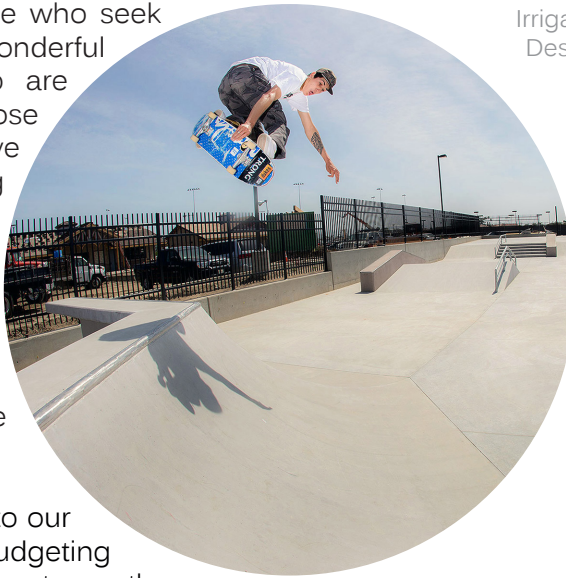
David Volz Design (DVD) is committed to the creative design of outstanding public spaces. We develop landscapes, parks, sports fields, and streetscapes to meet the specific needs of their communities. DVD designs special environments for those who seek recreation in a beautiful setting: wonderful natural environments for those who are simply looking for respite, and for those who pursue recreation and competitive athletic endeavors on the playing field. Our firm capitalizes on what the site and nature has to offer. For all of our commissions, we work to enhance the site's use, working within environmentally sound parameters while taking full advantage of the site and its surroundings to best service the community's needs.

We provides a wide range of services to our public agency clients: site planning, budgeting and preparation of construction documents are the mainstays of the services we provide. Public facilities and landscape improvements we have designed are evident in communities throughout Southern California. We have successfully delivered award-winning public landscape important projects in all over California

We strive to stay on top of the constantly changing world of the construction industry and its pricing. We regularly analyze what is happening with projects during estimating and bidding process to ensure that we are as close as possible to our clients' budget. We have been very successful in tracking costs.

Our company understands the importance of protecting the environment, protecting our resources and the health of future generations. **DVD is proud to be a LEED Accredited and a Qualified Stormwater Designer QSD company.** We understand the commitment we have to the public to deliver quality projects that offer a high return for the public funds invested; projects that can be maintained and deliver a lifetime of service to the communities they are built for.

Our team will be easy to work with, creative, and responsive. We live by our mission statement to "create community" through our designs. Together our firm will be a pro-active knowledgeable resource for your city staff.



PLANNING & DESIGNING

Demonstration gardens, mitigation & restoration
Nature parks, interpretive gardens & wilderness camps
Streetscape development & redevelopment
Community, Neighborhood & mini-parks
Facility master plans & feasibility studies
School fields & campus planning
Irrigation renovation & redesign
Design guidelines & standards
Sports parks & stadiums
Grant applications
& GIS

Founded in 1997
25 years in business
S-Corporation-CA
Never filed for bankruptcy
Wholly-owned Business
12 employees
David Volz RLA#2375
Gary Vasquez RLA #3883
Eric Sterling RLA#5463
Luis Pedraza RLA#6782
LEED Accredited
SBE

"DVD continues to build its reputation on creativity and service in the design of outstanding public spaces. We create high quality public spaces for our clients' communities and neighborhoods. We work with public agencies and the people they serve to develop innovative landscapes of outstanding beauty."

Contact Person:
David Volz, President, RLA,
LEED AP, QSD/QSP
714-641-1300
dvolz@dvolzdesign.com

Like us on Facebook!
Follow us on Instagram!
@davidvolzdesign



www.dvolzdesign.com



- Roadway Pavement Improvements
- Sewer Line Improvements
- Water Line Improvements
- Drainage Facility Improvements
- Sidewalk Improvements
- ADA Compliance Improvements
- Hydrology Studies
- Median Landscape Improvements
- Parkway Landscape Improvements
- Public Park Facility Improvements
- Geotechnical Investigations
- Traffic Engineering

DMS Consultants, Inc. is dedicated to technical excellence and high quality services. A team approach is taken to every project undertaken, with a project engineer directing, managing and acting as the central design figure in the work. Our firm strives to maintain a high level of communication with the client and jurisdictional agencies. We are acutely aware of the value and importance of providing close individual attention to each project and to working within the constraints of time and budget. We also know that the success of our firm rests clearly on the management, competence, and expertise of our professional staff and team. Established in 1994, our firm provides engineering and related services to municipalities, government entities, and private industries throughout Southern California. With a staff of registered civil engineers, designers, construction observers, contract administrators, surveyors, and specialists in transportation, building and safety, and computer-aided design, DMS Consultants, Inc. is uniquely qualified to respond to the diverse needs of our clientele.



Spohn Ranch began as a community, anchored by Aaron Spohn's backyard half-pipe, and grew into an award-winning skatepark design-build firm. A cornerstone of wheel sports progression for over 30 years, Spohn Ranch's Los Angeles backyard roots have spread globally, culminating in hundreds of cutting-edge creations.

Via three decades of municipal skatepark projects, spanning 40+ states, 15+ countries and a variety of corporate clients including Red Bull and Vans, Spohn Ranch has mastered a broad range of techniques specific to creating the highest-quality wheel-focused terrain possible.

With a firsthand passion for skateboarding and wheel sports, the Spohn Ranch family of highly-skilled craftsmen, including landscape architects, iron workers, grading wizards and ACI-certified shotcrete nozzlemen, pride themselves on designing and building skateparks with the relentless dedication to detail and architectural finesse that Spohn Ranch is known for.

CARVING CORNERS. NOT CUTTING THEM.

"AN EXCELLENT DESIGN. SHOULD BE AN EXAMPLE FOR OTHER COMMUNITIES TO FOLLOW" - TONY HAWK, PROFESSIONAL SKATEBOARDER

"ONE OF THE BEST PIECES OF SKATEABLE TERRAIN EVER BUILT" - CHRIS MILLER, PROFESSIONAL SKATEBOARDER

"A DESIGN SO UNIQUE THAT IT HAS LEFT OUR KIDS SPEECHLESS" - SANDWICH, IL PARK DISTRICT

"SPOHN RANCH'S KNOWLEDGE IN THE DESIGN & CONSTRUCTION OF SKATEPARKS IS BEYOND WORDS" - CITY OF ALAMOGORDO, NM

"TRULY GRATEFUL TO SPOHN RANCH FOR THEIR PASSION, PROFESSIONALISM & EXPERTISE" - CITY OF NEWARK, OH



FIRM OVERVIEW

In January of 2000, Design West Engineering was founded by partners Rob Cronk and Mark Galle. They set out to build an engineering company that would be focused, first and foremost, on delivering our architectural and construction partners with exceptional service.

The idea was simple, the model worked, and the company has thrived. Now, Design West has become a leading engineering firm across the West Coast.

Each team member is hand-selected to ensure the Design West standard for customer service is upheld and our staff has become known for technical excellence, outstanding communication, and pushing the boundaries of technology. In the end, it is all driven by the same focus: be the very best at serving our clients' needs.

Engineering Services

**Mechanical
Fire Protection**

**Electrical
Technology**

**Plumbing
Utility Coordination**

**Commissioning
Energy**

Park Experience

Design West's team brings you expertise in parks and community buildings, having a long history of experience with countless city and county clients as well as various state and federal agencies. Beyond just designing to the project type, this experience includes successful support of public works bidding and construction administration services. It includes effective communication and collaboration with various regulatory agencies, utility companies, governmental departments, and multiple stakeholders.

THE FOUR COMMITMENTS OF CUSTOMER SERVICE

We know the only way to earn your trust is through consistent quality engineering, but exceptional customer service is the real foundation Design West is built on. We are committed to active collaboration, clear and consistent communication, purposeful creativity, and working with care. Our entire team knows it's our job to make sure you don't just like our work, but love working with us.

Collaboration

Communication

Creativity

Care

WOODBURY PARK

Revitalizing this important green space in south western Garden Grove will create the community building infrastructure the resident desire. At the many public meetings, neighborhood attendees identified the lack for facilities and recreational opportunities as some of the reasons that this park site is underutilized. Safety and security have also concerned, however a robust slate of “things to do” in the park was the input given by those who attended the outreach meetings.

The final concept plan developed from primarily on-site neighborhood meeting addresses many of the neighbors concerns and desires. An open and visible core has been identified as important in elevating blind spots at the back for the park. The concept plan contemplates opening the middle area by grading down the central hill and exposing the activity areas to the main entry ways and the proposed new parking lot. Other important feature of the concept plans includes the presentation of large on-site trees, the rebuilding and bettering of existing on-site recreation elements and a lighted perimeter trail system that provides easy access around the site and to all the new recreational elements.



Client: City of Garden Grove

Reference:

John Montanez
Director of Community
Services
(310) 217-9571
johnmo@ggcity.org

Key Elements:

- Themed playground
- Basketball courts
- Skate elements
- Splash pad
- Community Center
- Updated lighting

Services provided:

- Concept Plan
- Community Outreach
- Design Development
- Construction Documents

Start Date: Sept. 2022

Completion Date: TBD

Cost of Design: \$672,806

DVD Project Manager:

Luis Pedraza

Staff: David Volz, Gary
Vasquez, Paul Cassar, Dana
Bull, Michelle Maldonado,
Xitlali Casarrubias

Sub-consultant:

Spohn Ranch, Design West
Engineering, NV5, David
Sheegog

LIONS PARK PLAYGROUND IMPROVEMENTS

The City of Costa Mesa wanted to renovate their existing park and playground south of their new Donald Dungan Library. The directive for Lions Park was to remove and replace the restroom building and preserve the mature trees as well as install a new playground and retain a vintage fighter jet play structure in place. The program for users would be for ages 2 to 5 years and 5- to 12-year-old children including universal access. The programming of the play elements and surfacing of the playground design was inspired and driven by the jet fighter and an overall aviation theme. The site was zoned with the 2- to 5-year-olds to the west with swings with accessible seating for all, springers and small playhouse within rubber surfacing and a planter separation to a sand lot with sandcastle, table, and digger within as added play elements for toddlers. The 5- to 12-year-old area utilizes the renovated jet plane and a 2 towered play structure with several climb and interactive elements. The aircraft carrier rubberized surfacing pattern in between the structure and jet lent the deck of the aircraft carrier to be utilized as a runway for a zipline feature that allows the users to imagine flying over the deck. Additional program elements are swings and accessible seesaw and round-a-bout for all completing the playground. The mature tree canopies allowed families to have instant shade provided while their children engaged the site.



Client: City of Costa Mesa
Reference:
Hector Soriano
Associate Engineer
(714) 754-5045
hector.soriano@costamesaca.gov

Key Elements:

- Universally accessible play equipment
- Refurbished Fighter Jet
- Zipline swing
- Drought tolerant plantings
- Restroom

Services provided:

- Community Outreach
- Master Plan
- Construction Documents
- Construction Period Services

Acreage: approximately 1

Start Date: Feb 2018

Completion Date: July 2021

Design Cost: \$219,415

Construction Cost: \$2.4 million

DVD Project Manager: Gary Vasquez

Staff: David Volz, Paul Cassar, Luis Pedraza, Dana Bull

Subconsultants: DMS Consultants, Design West Engineering

More Costa Mesa Projects:



Harbor Blvd Bike Trail



Harbor Blvd Medians



STREETSCAPE AND MEDIAN DEVELOPMENT STANDARDS



Westside Improvements



GEORGE LANE SKATEPARK

LOCATION: QUARTZ HILL, CALIFORNIA

CLIENT: COUNTY OF LOS ANGELES

REFERENCE: JON GARGAN 661-294-3518 JGARGAN@PARKS.LACOUNTY.GOV

SIZE: 15,000 SQ FT | YEAR: 2019



SPOHN RANCH, INC. | LET'S ROLL.
INFO@SPOHNRANCH.COM | 626.330.5803 | 6824 S CENTINELA AVE. LOS ANGELES, CA 90230



Quartz Hill, California's George Lane Park is now home to one of LA County's premiere skateparks courtesy of Spohn Ranch's design/build talents. The 15,000 square foot concrete skatepark officially opened on August 14 to a massive crowd of skateboarders, BMX bike riders and community supporters. The project was our second of two skatepark builds for Los Angeles County, following an equally-successful street plaza at Castaic Park that opened earlier in the year.



TUSTIN LEGACY SKATEPARK

LOCATION: TUSTIN, CALIFORNIA

CLIENT: CITY OF TUSTIN

REFERENCE: CHAD CLANTON 714-573-3332 CCLANTON@TUSTINCA.ORG

SIZE: 11,000 SQ FT | YEAR: 2020



SPOHN RANCH, INC. | LET'S ROLL.

INFO@SPOHNRANCH.COM | 626.330.5803 | 6824 S CENTINELA AVE. LOS ANGELES, CA 90230



The Tustin Skatepark is long overdue, but with Spohn Ranch's skatepark design/build expertise shaping the process, the 12,000 square foot space will be worth the wait. The skatepark is a first for the City of Tustin, but not Spohn Ranch's first project in Orange County, California. After hosting a public design workshop that provided key insights from the skateboard community, we created a modern skatepark design that balances street and transition-style terrain. A 4' – 6' bowl anchors the center of the space and is elevated from the street section to create a bit of traffic control. Surrounding the bowl is a rail paradise with a variety of grind rails including a flat rail, handrail, bump-to-rail and A-frame rail. The skatepark design also features a skateable eagle sculpture that ties into the larger park's patriotic theme.

**MANZANITA SKATEPARK**

LOCATION: ANAHEIM, CALIFORNIA

CLIENT: CITY OF ANAHEIM

REFERENCE: JOSE JIMENEZ 714-765-4463 JJIMENEZ@ANAHEIM.NET

SIZE: 10,000 SQ. FT. | YEAR: 2019

SPOHN RANCH, INC. | LET'S ROLL.
 INFO@SPOHNRANCH.COM | 626.330.5803 | 6824 S CENTINELA AVE. LOS ANGELES, CA 90230



The skatepark design/build project is our 4th for the City of Anaheim and will be located in north-central Anaheim, an area currently underserved by public skateparks. Our canvas at Manzanita Park was challenging and tested our skatepark design expertise, but we overcame a tight footprint, a restrictive block wall and a fence requirement with a state-of-the-art concrete skatepark. Manzanita Skatepark's transition section will feature a 5'-7" deep bowl with Tedder Stone pool coping and a 3' deep beginner bowl with user-friendly roll-in. The street section makes the most of a narrow footprint with a variety of grind ledges, manual pads and grind rails. A spine anchors the center of the space, separating the street and transition sections for safety while still allowing for continuous flow.

ORGANIZATIONAL CHART

Our creative designers have the background and expertise to deliver outstanding landscape architecture services for your city's project. The DVD key team members are experienced and talented professionals and they will be supported by a team of licensed landscape architects, several very capable designers, sub consultants, and support staff.

Our design approach, from design development through construction document development, includes strong quality control techniques as well as several quality control measures. For example, our team will have a senior staff landscape architect assigned to specifically provide quality control oversight. This experience landscape architect will be involved in regular in-house design review of project drawings, specifications and budget estimate. He will provide input, and advice to the project administrator. This effort, together with our other quality control measures, will focus on providing the city with a design which is accurate and constructable.

Delivering projects within our client's expectations, budgets and time frame is our top priority. We will establish milestones for deliverables and set precise schedules for meetings and reviews. Our senior management will review all submittals prior to issuance. We will provide recommendations based upon experience and expertise for the betterment of any project assigned to DVD. These same senior DVD professionals will remain the primary contact for the City throughout the project.

PROJECT MANAGER - Gary Vasquez will provide design oversight of this project and be the design professional-of-record for the construction documents. Coordination of our large team of professionals will be the responsibility of DVD's project manager, Paul Cassar. Paul has extensive team leadership experience, he will be an active and engaged manager for this project. He will coordinate and lead design development meetings. Keeping in regular touch with the city project team, updating schedules and filing project progress reports, with action items, as the design is developed.

David Volz Design looks forward to a long relationship with your city. We are committed to delivering high quality services, designs, reports, documents, and support to the city

City of Costa Mesa
Expansion of Skate Park

DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC

David Volz, RLA #2375,
LEED AP, QSD/P
Principal in charge

Gary Vasquez, RLA #3883
Director of design

Eric Sterling, RLA #5463
Senior Landscape Architect

Kevin Volz, GISP
Director of GIS

Luis Pedraza, RLA #6782
Landscape Architect

Paul Cassar
Senior Landscape Designer

Bryant Avalos
Landscape Designer

Sarah Moon
Landscape Designer

Angela Lee
Landscape Designer

Dana Bull
Landscape Designer

Michelle Maldonado
Project Designer

Xitlali Casarrubias
Project Designer

Sahar Fazelvalipour
Project Designer

DMS CONSULTANTS INC Civil Engineer

Surender Dewan, P.E.
Project Manager / Senior Civil Engineer

DESIGN WEST ENGINEERING Electrical Engineer

Leo Maya, P.E., E19480
Senior Electrical Engineer

Roy Morales, P.E.
Project Manager / Senior Electrical Designer

SPOHN RANCH Skatepark Design Consultant

Aaron Spohn
Founder/ President

Vince Onel
Principal/VP of Design



GARY VASQUEZ, RLA

DIRECTOR OF DESIGN

Mr. Vasquez is a highly experienced and award-winning senior design leader with 30+ years of experience in designing multi-faceted projects throughout California. He is a valuable member of the DVD team providing creative design solutions to any challenges or opportunities that arise. Over the years, Mr. Vasquez has provided high-quality project management on many of DVD's most successful and highly acclaimed park projects. He is known for his ability to deliver innovative and unique designs that meet and exceed client expectations.

One of Mr. Vasquez's key strengths is his ability to successfully integrate public input into his design projects. He is a key figure in DVD's community outreach program, and he works tirelessly to ensure that the community's ideas and input are incorporated into the master plan. This dedication to community input has led to numerous successful projects and has helped to establish DVD as a leader in the design industry. Mr. Vasquez's expertise in concept development and project planning is complemented by his broad knowledge of construction detailing, planting and irrigation design. This approach to project delivery ensures that every aspect of the design is carefully considered, resulting in high-quality project outcomes.

Overall, Mr. Vasquez's many years of experience, his award-winning design abilities, and his dedication to community input make him an invaluable member of the DVD team.

EDUCATION

- MLA, Landscape Architecture, 1989
California State Polytechnic University, Pomona
- BS, Ornamental Horticulture, 1986
California State Polytechnic University, San Luis Obispo

REGISTRATION

Landscape Architect, California, #3883, 1992

ACCOMPLISHMENTS

Design of the Year Award, APA 2010

SKILLS

AutoCAD, Adobe Photoshop, Microsoft Office

YEARS WITH DVD: 1997 - present

ROLE: Works extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

RECENT PROJECT EXPERIENCE

RICK GOMEZ PARK

Client: City of Buena Park

The project started as a small "greening" project at the end of the 8th Street cul-de-sac. Rick Gomez, a beloved long-time coach and youth advocate in Buena Park was memorialized through the theme and detailing of the park and playlot.

WOODBURY PARK

Client: City of Garden Grove

The revitalization of this significant green space in southwestern Garden Grove responds to community desires for enhanced infrastructure. On-site meetings, the final concept plan prioritizes an open and visible core, improved safety measures, accessibility, and the incorporation of new recreational elements, ultimately transforming the park into a vibrant community hub.

STANTON CENTRAL PARK

Client: City of Stanton

Stanton Central Park is the city's largest recreational open space encompassing 11.5 acres with features encouraging activity and exercise for a city whose citizen's never had a community park. Attentive design work was aided by the voiced needs of the community, making this truly a "people's park."

FREMONT PARK

Client: City of Glendale

The park's ambiance and the many gathering spaces within the park will be enhanced by new synthetic turf soccer fields, community center, play spaces, picnic grounds, ball courts, and new lighting.

BARNES PARK

Client: City of Baldwin Park

Barnes Park is a revitalizing urban oasis that offers a dynamic blend of modern recreational amenities, lush green spaces, and engaging activities for individuals and families to enjoy.



LUIS PEDRAZA

LANDSCAPE ARCHITECT

Luis is a highly skilled graphic designer with more than 8 years of experience working on various projects for agencies and design companies, including print advertisement and landscape

design. His extensive experience and expertise in concept development, graphic illustration techniques, and project planning have led to his success in delivering high-quality design solutions for clients. In addition to his design work, Luis has a passion for community outreach and addressing issues of park poverty in under-served areas.

Luis is skilled in managing and directing professional staff in a dynamic atmosphere, making him an effective leader and team player. He has excellent communication skills, both written and verbal, and is adept at analyzing project objectives and working closely with clients, architects, and engineers to provide a solid foundation for successful project completion. His ability to communicate a vision from both the client and his own innovative stylings is exceptional.

Luis's communication skills and visual perception make him capable of creating projects that convey a unique and engaging vision for clients. His passion for design and community outreach, coupled with his years of experience and expertise, make him a valuable asset to any design team.

EDUCATION

- MLA. Landscape Architecture, California State Polytechnic University, Pomona, 2017
- Certificate in Ornamental Horticulture, 2011, Orange Coast College, Costa Mesa, Ca
- BA, Graphic Design, 2009, California State University, Fullerton, Ca

REGISTRATION

Landscape Architect, California, #6782, 2022

ACCOMPLISHMENTS

- Student Merit Award ASLA, SoCal Chapter, 2017
- "Quality of Life", Merit Award ASLA, SoCal Chapter, 2016
- Annual Southern California Spring Garden Show, 2015
- Annual Southern California Spring Garden Show, 2014

SKILLS

Adobe Creative Suite, Sketch up, AutoCAD, Bilingual - Spanish/English, HTML, CSS, Microsoft Office

ROLE: Works extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

RECENT PROJECT EXPERIENCE

JACK HAMMET PARK

Client: City of Costa Mesa

Improvements including new walkways, parking lot expansion, water facilities and control structures relocation, and a new pedestrian connection will be designed.

BARNES PARK

Client: City of Baldwin Park

Barnes Park is a revitalizing urban oasis that offers a dynamic blend of modern recreational amenities, lush green spaces, and engaging activities for individuals and families to enjoy.

CIRCLE PARK

Client: City of South Gate

This park will be fully refurbished with new open play fields, community center, play spaces, picnic grounds and ball courts to provide a wonderful greenspace and needed recreational opportunities for the neighborhood.

WOODBURY PARK

Client: City of Garden Grove

The revitalization of this significant green space in southwestern Garden Grove responds to community desires for enhanced infrastructure. On-site meetings, improved safety measures, accessibility, and the incorporation of new recreational elements, ultimately transforming the park into a vibrant community hub.

PICKLEBALL COURTS @ MIKE WARD COMMUNITY PARK

Client: City of Irvine

This facility upgrade will include a 8-court layout, electrical upgrades and lighting, shade, player and spectator seating, and other amenities.



PAUL CASSAR

SENIOR LANDSCAPE DESIGNER

Has more than 13 years of experience in landscape architecture working on projects for public agencies. His design expertise ranges from recreational

parks to streetscapes, school sites, as well as city design guidelines. A benefit to Mr. Cassar's design ability is his attention to detail and his knowledge of playground design, the latest construction practices and materials, ADA accessibility concerns, and his experience in the installation of hardscape, softscape, and irrigation systems. He brings field investigation, research, and communication experience to each of our projects.

Mr. Cassar has been a key figure at DVD in coordinating design development plans and carrying them through construction drawings. He is known for his ability to collaborate with a variety of clients, architects, engineers and designers and to successfully manage projects from beginning to end.

He ensures adherence to established project schedules and cost agreements, and monitors production for delivery of the highest quality products to clients. He cooperates well with staff, clients, and agencies to create successful products and works closely with contractors during construction. He is typically responsible for plan checking to ensure the successful completion and delivery of projects.

EDUCATION

BS, Landscape Architecture, 2005
California State Polytechnic University, Pomona

SKILLS

Adobe InDesign, Adobe Creative Suite, Sketch up, AutoCAD, Microsoft Office

YEARS WITH DVD: 2005 - present

AVAILABILITY: 40%

ROLE: Responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

RECENT PROJECT EXPERIENCE

STANTON CENTRAL PARK

Client: City of Stanton

Stanton Central Park is the city's largest recreational open space encompassing 11.5 acres with features encouraging activity and exercise for a city whose citizen's never had a community park. Attentive design work was aided by the voiced needs of the community, making this truly a "people's park."

JACK HAMMET PARK

Client: City of Costa Mesa

Improvements including new walkways, parking lot expansion, water facilities and control structures relocation, and a new pedestrian connection will be designed.

FREMONT PARK

Client: City of Glendale

The park's ambiance and the many gathering spaces within the park will be enhanced by new synthetic turf soccer fields, community center, play spaces, picnic grounds, ball courts, and new lighting.

CITRUS GLEN & HICKS CANYON PARK IRRIGATION

Client: City of Irvine

The DVD team concluded that the utility service line, water meter, and irrigation mainline were undersized to provide the capacity that was needed. A decision was made, based upon cost-benefit analysis, to split the park in two.

WOODBURY PARK

Client: City of Garden Grove

The revitalization of this significant green space in southwestern Garden Grove responds to community desires for enhanced infrastructure. On-site meetings, improved safety measures, accessibility, and the incorporation of new recreational elements, ultimately transforming the park into a vibrant community hub.



DANA BULL

LANDSCAPE DESIGNER

Dana Bull is a talented Landscape Designer with David Volz Design, known for her exceptional eye for plant palette and her love for all plants. With over six years

of experience in the field, she has developed a deep understanding of plant materials and their requirements, and uses this knowledge to create unique and beautiful outdoor spaces that are both functional and aesthetically pleasing. Her passion for all things plant-related is evident in her work, and she is dedicated to creating designs that not only meet her clients' needs but also incorporate a wide variety of plants that will thrive in the local climate. Whether designing a small residential garden or a large commercial landscape, Dana brings a creative and thoughtful approach to every project she works on.

EDUCATION

- BS. Landscape Architecture, California State Polytechnic University, Pomona, 2016

SKILLS

AutoCAD, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

YEARS WITH DVD: 2017 - present

AVAILABILITY: 40%

ROLE: Responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

RECENT PROJECT EXPERIENCE

WHITAKER ELEMENTARY SCHOOL PARK

Client: City of Buena Park

An initial opportunity to provide some dedicated park facilities at Whitaker School has blossomed into a full of fledged "new" park across three acres of school yard. Through a series of community outreach workshops a plan has emerged with several exciting and unique elements.

BERKSHIRE & GREVELIA PARKS

Client: City of South Pasadena

The Berkshire and Grevelia lots have been purchased and the neighborhood has given initial ideas for the conversion of these properties to pocket parks. DVD designed life back to the exciting park facilities that the neighbors envisioned for their community.

PRIMROSE PARK

Client: City of Temple City

Nestled in the heart of Temple City, Primrose Park exudes tranquility with its lush greenery, charming picnic spots, and a playground that delights children. Its peaceful ambiance and recreational offerings make it a cherished destination for both relaxation and family fun.

PICKLEBALL COURTS @ MIKE WARD COMMUNITY PARK

Client: City of Irvine

This facility upgrade will include a 8-court layout, electrical upgrades and lighting, shade, player and spectator seating, and other amenities.

STANTON CENTRAL PARK

Client: City of Stanton

Stanton Central Park is the city's largest recreational open space encompassing 11.5 acres with features encouraging activity and exercise for a city whose citizen's never had a community park. Attentive design work was aided by the voiced needs of the community, making this truly a "people's park."



MICHELLE MALDONADO

PROJECT DESIGNER

As a recent graduate from the landscape architecture program at Berkeley, Ms. Maldonado brings a strong design background. With her knowledge of AutoCAD and SketchUp, as well as her attention to detail and

ability to work well in a team, she is well-suited to assist with the design and planning of various landscape projects, conduct research and gather data, and prepare cost estimates and project schedules. Her strong communication skills will also be an asset when it comes to client meetings and presentations. She has a great sense of responsibility, and she is eager to learn and grow in the field.

EDUCATION

BS, Landscape Architecture, University of California, Berkley, 2022

SKILLS

AutoCAD, Rhino, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

YEARS WITH DVD: May 2022 - present

AVAILABILITY: 40%



XITLALI CASARUBBIAS

PROJECT DESIGNER

Ms. Cassarubbias has a strong focus on community engagement and creating designs that are versatile and provide a range of services. By engaging with the community to understand their wants and needs,

she aims to create designs that add meaning and value to the space. Her motivation and team-oriented approach will make her an asset to any team and will ensure the success of any project she works on. Her ability to balance the technical and creative aspects of landscape architecture are valuable skills, and her approach to engaging the community in her designs will bring a unique perspective to the team and projects.

EDUCATION

BS, Landscape Architecture, University of California, Berkley, 2021

SKILLS

AutoCAD, Rhino, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

YEARS WITH DVD: June 2022 - present

AVAILABILITY: 40%

ROLE: Assist with the design and planning of landscape projects, including site analysis, conceptual design, and construction documents, Conduct research and gather data on site conditions, materials, and regulations, Participate in client meetings and prepare graphics for presentations.

RECENT PROJECT EXPERIENCE

AROVISTA PARK MODERNIZATION

Client: City of Brea

The goal is to create an all inclusive destination park to improve emotional, social, physical, and mental health and where they can explore, discover, relax, and play in a safe and uniquely fun environment.

SANITARY DISTRICT HEADQUARTERS

Client: Costa Mesa Sanitary District

A turf removal/water conservation project to provide a boldly vibrant native landscape design.

SANTA ANA SPLASH PADS

Client: City of Santa Ana

The City of Santa Ana has the opportunity to re-imagine a portion of six existing parks and plan for new splash pads.

PICKLEBALL COURTS @ MIKE WARD COMMUNITY PARK

Client: City of Irvine

This facility upgrade will include a 8-court layout, electrical upgrades and lighting, shade, player and spectator seating, and other amenities.

WOODBURY PARK

Client: City of Garden Grove

The revitalization of this significant green space in southwestern Garden Grove responds to community desires for enhanced infrastructure. On-site meetings, improved safety measures, accessibility, and the incorporation of new recreational elements, ultimately transforming the park into a vibrant community hub.

CIRCLE PARK

Client: City of South Gate

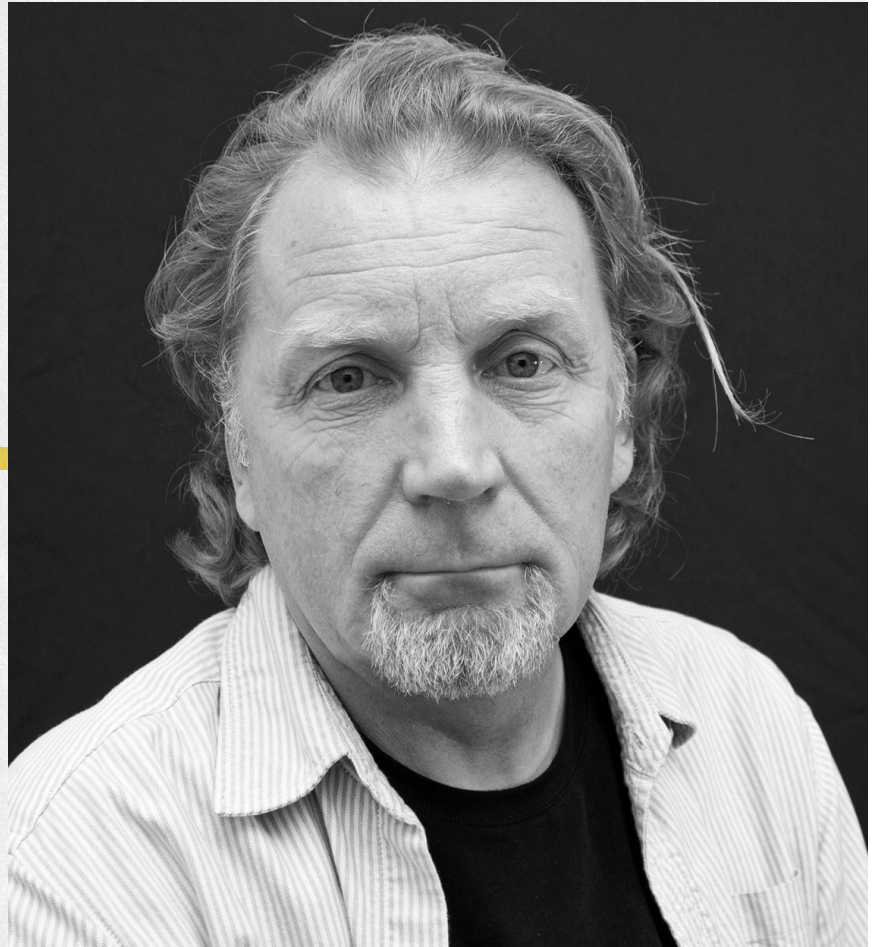
This park will be fully refurbished with new open play fields, community center, play spaces, picnic grounds and ball courts to provide a wonderful greenspace and needed recreational opportunities for the neighborhood.

AARON SPOHN

FOUNDER & PRESIDENT

SKILLS + EXPERTISE

SKATEPARK DESIGN/BUILD
CARPENTRY | CONCRETE
COMMUNITY ENGAGEMENT
MASTER-PLANNING | ASTM
SKATEPARK OPERATIONS
GOVERNMENT CONTRACTING
PROJECT MANAGEMENT



PROJECT ROLE:

Principal-in-Charge

EDUCATION:

School of Hard Knocks

EXPERIENCE:

40+ years skateboarding
25+ years in skatepark industry

ACCREDITATIONS:

National Recreation & Park Association
California Park & Recreation Society

BACKGROUND:

Aaron is the embodiment of the entrepreneurial spirit. When he used a carpentry background to start Spohn Ranch in the early '90's, he had no back-up plan – he put everything he had behind his passion for wheel sports. That passion culminated in a backyard half-pipe that not only gave birth to a community, but eventually an award-winning skatepark design-build firm.

After Aaron helped launch skateparks into the mainstream when he partnered with ESPN to develop the X-Games, Spohn Ranch's backyard roots spread globally in the form of hundreds of cutting-edge creations.

From permanent skateable landscapes to innovative installations for high-profile events, Aaron and Spohn Ranch have played an invaluable role in the exponential development of wheel sports. Hailed by insiders as a pioneer of the modern municipal skatepark, Aaron has also spent considerable effort promoting the industry as a whole and sharing his extensive knowledge – leading the ASTM committee that created safety standards for public skateparks and lecturing at parks and recreation conferences across the country.

VINCE ONEL

PRINCIPAL + VP OF DESIGN

SKILLS + EXPERTISE

SKATEPARK DESIGN | AUTOCAD
LANDSCAPE ARCHITECTURE
SITE ANALYSIS | CONCRETE
GRADING & DRAINAGE | STEEL
COST ESTIMATING | SCHEDULING
GOVERNMENT CONTRACTING
PROJECT MANAGEMENT



PROJECT ROLE:

Project Manager
& Lead Designer

EDUCATION:

Bachelor of Science,
University of Southern California

EXPERIENCE:

25+ years skateboarding
15+ years in skatepark industry

ACCREDITATIONS:

LEED Green Associate
World of Concrete (Concrete Fundamentals)

BACKGROUND:

Vince grew up in Iowa and discovered skateboarding at age 10. After years of being chased by police on the campus where his father worked as a professor, Vince joined forces with fellow Iowa City skateboarders to advocate for a public skatepark. Advocacy efforts paid off and the park was successfully constructed in 2002. Lessons learned during this effort and a passion for architecture and construction paved the way for a bachelor's degree at the University of Southern California. Since joining Spohn Ranch in 2008, Vince's AutoCAD and critical thinking skills have led interdisciplinary teams for 150+ projects across 40+ states – always focused on not only innovative design, but also steadfast schedule and budget.

HIGHLIGHTED PROJECT LIST:

- Stanton Skatepark - Stanton, California
- Tustin Legacy Skatepark - Tustin, California
- Harbor City Skatepark - Los Angeles, California
- Manzanita Skatepark - Anaheim, California
- X Park - La Quinta, California
- George Lane Skatepark - Quartz Hill, California



Surender Dewan, P.E., President

EDUCATION: Bachelor of Science, Civil Engineering
Delhi University, 1970
Master of Science, Civil Engineering
University of Washington, 1978

REGISTRATION: Civil Engineer, California
RCE 34559
SWRCB Certified QSD 20924

Mr. Dewan, President of DMS Consultants, Inc., has more than 30 years of professional experience in the design of Public Works projects. Mr. Dewan is responsible for performing and/or coordinating engineering design and other related technical services including project management; preparation of plans, specifications, estimates, design; and evaluation of major municipal projects.

MUNICIPAL PROJECTS

- Euclid Street Roadway Improvements - Fountain Valley
- State College Boulevard Rehabilitation Project - Fullerton
- San Dimas Avenue Improvements - San Dimas
- Hollydale Community Park - South Gate
- Del Amo Boulevard Street Improvements - Cerritos
- Madonna Area Street, Sewer & Water Reconstruction - Fullerton
- San Dimas Wash Trail - Glendora
- Via Verde Reconstruction Project from Covina Hills Street to Puente Street - San Dimas
- Chapman Avenue Rehabilitation Project from Berkeley Avenue to Raymond Avenue - Fullerton
- Bastanchury / Valencia Mesa Bile Path - Fullerton
- FY 2014-15 Street Improvements, Sewer and Water Main Replacement - Fullerton
- Design of Caltrans Curb Ramp Construction Plans, Studebaker Road at State Route 91 - Cerritos
- MacArthur Boulevard Pavement Reconstruction - Newport Beach
- Placentia Avenue Reconstruction - Fullerton
- Big Canyon Reservoir Auxiliary Maintenance Yard - Newport Beach
- Grand Avenue Beautification Project - Diamond Bar
- Covina Boulevard and Cataract Avenue Street Improvement Project - San Dimas
- Kings Road Reconstruction Project - Newport Beach
- Eastbluff Drive Street Rehabilitation Project - Newport Beach
- Seal Beach Boulevard and Lampson Avenue Median Improvement Project - Seal Beach
- Ocean Avenue Street Improvement Project - Seal Beach
- Marquardt Avenue 183rd to Artesia Boulevard Median Improvements - Cerritos
- Jamboree Road Rehabilitation, Ford to San Joaquin and Bristol to University - Newport Beach
- Arrow Highway Street Resurfacing and Restoration Project - San Dimas
- San Dimas Canyon Road, Landscaped Median and Street Restoration Project - San Dimas

DESIGN WEST ENGINEERING | KEY PERSONNEL



LEO MAYA, PE, LEED AP
Principal Electrical Engineer

With over 20 years of electrical design experience, Leo has been a key part of Design West since 2005. Leo has worked on a wide array of projects including large commercial and industrial buildings, health care and institutional facilities, sports field lighting, street and area lighting, golf course electrical systems, and various dry utility designs. His dedication to maintaining long-term client relationships and his diverse electrical background have made him the natural selection to head up our Electrical Department in 2009. Leo's continuing education keep him up to date with the latest lighting and energy efficient technologies. Leo is an ongoing student of Engineering Management at Arizona State University and holds a CA electrical PE license.



ROY MORALES
Electrical Department Head, Associate

Roy has relationships with many of the local agencies after providing years of reliable design and service to this clientele. His experience includes design for buildings, sports fields, street lighting, and solar photovoltaic systems. Roy is a Senior Project Manager as well as the Electrical Department Head for the San Bernardino office. Roy joined the Design West team after working several years with Dream Engineering when the company was bought out in 2009. Roy brought an expertise in electrical applications, including parks and street projects, along with municipal projects such as essential service facilities, community buildings, government operations facilities, and aviation buildings. Roy is a proven team leader, both in how he runs his teams internally, and how he runs his project teams when working with clients.



ARCADIO NUNGARAY
Electrical Project Manager

Arcadio joined Design West in 2010 as an Electrical Project Designer and has operated a Project Manager since 2015 with a project team including 3 supporting staff. As a resident design software expert, Arcadio also serves the team as CAD Manager and Bluebeam Manager. Arcadio excels at fast pace and rapid turn-around projects. His body of work is largely focused on parks and recreation facilities, government buildings, department of defense work, NASA, and solar photovoltaics. He is known for his responsiveness and thorough communication. Arcadio maintains his project deadlines in a resourceful and competent manner for each of his clients.

UNDERSTANDING & APPROACH

Let's Roll! A unique, new, modern, state of the art skate park for Costa Mesa will be designed by the renowned skater/designers of Spohn Ranch. The park setting, access, aesthetics and delivery of the plan set will be guided by the award winning landscape architects at David Volz Design. This team has delivered several outstanding public skate and park venues across the southland.

Hosting fun and intense community stakeholder meetings, garnering inspiration and insights from participants, and putting forward outstanding, unique design options is the promise of the DVD/Spohn Ranch team. Parks in Orange County and throughout the southern California designed by these partners have garnered awards and online accolades from community leaders and the skate community. The large skate facility in Stanton Central Park is a legacy facility that resulted from a solid collaboration between the DVD park designers, Spohn Ranch's skater/designers, and the enthusiastic youths of the Stanton community. This award-winning Stanton Park is of similar size to the new facility proposed at Costa Mesa's Arlington facility. The detailing, skate lines, jumps, boxes, curves, and ramps resulted from lively discussions about the unique character and culture of the stake-holding community.

For the new Costa Mesa community, the same design team leaders will work with Costa Mesa's skaters to design a unique state-of-the-art expansion of the existing well used park.

The design development will include 3D graphics, renderings, and working schematics to convey design ideas and options to the community. Upon consensus, a final design development package will be prepared for your civic leader's review. Presentations will be made to the public parks commission and city council. Upon final approval of your civic leader's preparation of construction bid documents will commence.

The skate park design team will work with our engineering partners to address civil engineering, lighting, and geotechnical aspects of the design detailing. These engineering partners have work with DVD on several park and community improvement projects in the past, including the play lot (airplane park) at Lions Park, the park enhancement at Jack Hammett Park, as well as the bike trail and streetscape improvements along Harbor Boulevard. Our team is adept at delivering a great project in Costa Mesa and for agencies throughout Southern California.



SKATE PARK EXPANSION PROGRAM

1. Expand the existing skate park by 15,000 square feet
2. Provide viewing areas at the park
3. Provide access to the expanded facilities
4. Extend the existing fencing to encompass the new facility
5. Provide site stormwater drainage
6. Provide security system, lights, camera installation
7. Protect existing trees where possible
8. Provide state of the art sports lighting consistent with the current musco "green light" system
9. Restore, refurbish the park landscape surrounding the expanded facility
10. The project budget for construction is \$1.7 million



SUSTAINABILITY & LOW IMPACT DESIGN

David Volz Design is committed to delivering public landscapes that are sustainable and beautiful. We embrace the principles of design that encourage stewardship of our resources, respect for the environment and creative sustainable practices. Through our affiliation with LEED's, we identify and quantify the sustainability of our designs. Our team has extensive experience with Public Works Agencies delivering storm water management practices that mimic natural hydrological cycles. We implement integrated management practices into every project.

Low Impact Design development (LID) is an alternative site design strategy that uses natural and engineered infiltration and storage to control storm water where it is generated. Projects under LID's design are uniquely site specific in their effort to reduce runoff and volume, reduce pollutants and fertilizers, and maintain pre-development surface temperatures. All of which are problematic for conventional storm water management. Key goals include reducing downstream flooding, erosion, and scour from natural waterways. Benefits of LID practices include cost saving over expensive infrastructure. Utilizing bio-swales and sunken lawns allow for the discernment and infiltration of runoff. Bio-swales offer opportunities for biodiversity utilizing native plant material that can remedy the degradation of native habitats. Additionally, LID aesthetics can enhance and beautify the built environment and landscapes by use of pervious pavers and alternative natural paving materials.

A beautiful and sustainable landscape starts with a clear understanding of the client's requirements, the site and environs and a creative approach to the design process. Water efficiencies, energy use reductions, waste reduction, recycled content and localized material's sourcing can all be quantified and are an integral part of our design. Resource conservation through the use and specification of recycled and reused materials and identification of locally sourced goods are important sustainability issues. Water resources are conserved through our thoughtful low water use planting schemes, precise irrigation layout and control systems, as well as, stormwater capture, cleaning and reuse. For pollution prevention, stormwater recycling plans are embraced and integral to our designs. On-site water detention, bio filtration, permeable pavement, and many other measures are creatively incorporated into the landscapes we design.

David Volz Design is dedicated to the opportunity and challenge of creating unique spaces and special places that draw inspiration from the environs and the community. David Volz Design believes the very definition of sustainability speaks of environments that are well used and enjoyed, and maintainable over time. We at DVD believe that the ultimate measure of sustainability of any public space has to be high use and enjoyment over the long term.

Low Impact Design Benefits

- Reduce runoff/reduce flooding
- Reduce pollutants & fertilizer
- Reduce sediment runoff & scour
- Improved infiltration ground water recharge
- Cost savings over conventional design
- Biodiversity in the urban habitat
- Streamlined design functionality
- Aesthetics

Low Impact Design IMPs Non-Structural:

- Reduced impervious areas
- Disconnect from conventional storm water systems
- Reduce disturbed areas of development
- Minimize grading/reduce construction impacts
- Preserve natural drainage and vegetation

Structural:

- Bioretention including vegetated swales and bio-swales
- Permeable pavements
- Green roofs
- Cisterns / Recycling

Storm Water Retention & Cleaning



For any community inspired design program, DVD envisions a robust community engagement process. Our initial community meeting will be a participatory community brainstorming session focused on gathering ideas for developing a park master plan. Our preparation for this input will include site reviews and analysis of the plans and documents related to this park site. We will gather “seed” ideas from city staff and from our own site reviews. Our team will assist in the preparation of notices and graphics to get the word out - to invite the community to help design their park.

The DVD team will take the ideas and inspirations received from the community at the initial design charrette meeting and refine the ideas and proposed elements into initial concept plans. These conceptual layouts will be presented to city staff in an idea consolidation meeting. The best ideas and themes will then be refined into conceptual plans for the community to consider. The second community workshop will be a bit more formal. The refined initial concept plans will be presented, and the ideas reviewed. We will look for agreement from the participants on the elements which will become a part of the draft master plan. Comments and input will be received to refine the park's vision and program and to obtain consensus for the improvement elements for the park. Following, a draft master plan and draft design report will be prepared. This plan will then be presented to the public and the Commission or Council for review and comment. Upon the city leader's direction a final master plan will be prepared.

The community workshops that we facilitate are the best medium for finding out what the citizenry desires. Allowing the community to stand in a place of ownership aids in a smooth planning process. In the long term, this ownership translates into projects that are sustained by the community.



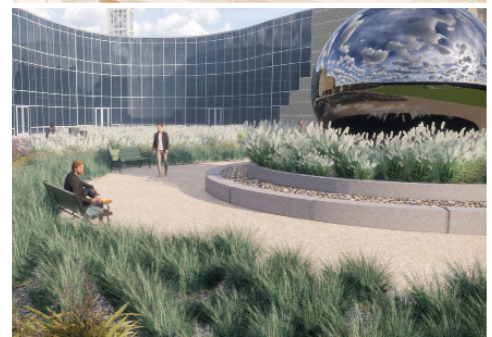
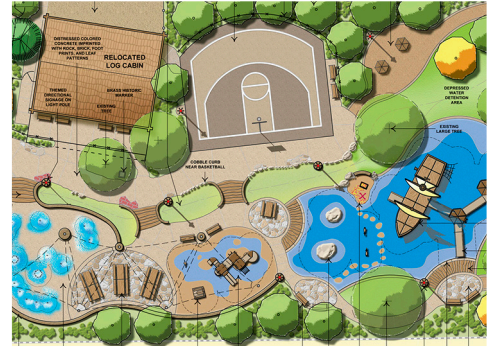
GRAPHICS & RENDERINGS

WHAT IF A VISUALIZATION OF AN IDEA COULD BRING CLARITY TO THE DESIGN INTENT? COULD ALLOW FOR ENLIGHTENED CONSIDERATION AND UNDERSTANDING?

The David Volz Design studio has a robust graphic design component, and skilled professionals adept at delivering graphics and images, including immersive 3-dimensional fly throughs that communicate our design ideas before moving ahead with the project's engineering.

Communication is the key to understanding. The photo-realistic renderings, computer-generated 3D models, and images of the project style, detailing, form, and function provide a clear understanding of the project concepts. Our creative and innovative designs are beautifully rendered for review and consideration of civic leaders, our collaborative partners, and the general public. Our visualizations have resulted in great feedback and design considerations, great "Now I Get It" moments, and enthusiastic approvals of concepts, ideas, and projects.

The DVD team has proven capabilities for the graphic presentation of the ideas and the layout for review of the park's conceptual layout. We will prepare artist renderings, 3D fly through videos and photo realistic pictures to describe the many elements we plan to include in this development. We will ready all our renderings for social media posting and for use in city communications.



SCOPE OF SERVICES

TASK 1 - PROJECT INITIALIZATION

- 1.01 Initial kickoff meeting with city project staff
 - a. Review project criteria and program objectives
 - b. Review procedures and design schedule
 - c. Assign calendar dates to each milestone
- 1.02 Background Research
 - a. Collect available data and maps
 - b. Review site plans and documents
 - e. Review initial opportunities
 - Identify opportunities and constraints
 - Identify surrounding uses and connections
- 1.04 Prepare base map and exhibits for planning purposes
- 1.05 Preliminary Engineering Studies
 - a. Geotechnical soils report and percolation testing
 - b. Site topographic survey
 - c. Initial hydrology review

TASK 2 – COMMUNITY WORKSHOP

- 2.01 Initial community review and workshop
 - a. Meet with the community on site
 - Conduct site walk
 - Discuss opportunities and objectives
 - Review limitations and challenges
 - Review program opportunities
 - Facilitate design charrette with community/stakeholders
 - Gather initial ideas and direction
- 2.02 Document input received
 - a. Prepare summary of input from community
 - b. Annotate maps with community insights

- 2.03 Second community workshop
 - a. Present preliminary concept plans (2)
 - Program elements review
 - Idea and vision consolidation
 - Options, alternatives, and theme considerations
 - Concept discussion and recommendation
 - Define community consensus and collective vision
 - b. Document input received
 - Prepare summary of input from community
 - Annotate maps with community insights
- 2.04 Meeting with city staff to review work to date

MEETINGS & DELIVERABLES

Review meeting with staff (1)
Community outreach meeting (3)
Community outreach exhibits

TASK 3 – PRELIMINARY CONCEPT PLANS (2 ANTICIPATED)

- 3.01 Review input received from previous community outreach with city project team
- 3.02 Prepare preliminary concept plans (2)
 - a. Develop designs for park improvements
 - b. Develop concepts and alternatives
 - c. Refine and consolidate ideas
 - d. Color-rendered plan view graphics
 - e. Style pictures depicting ideas for improvements
 - f. Plant palette display
- 3.03 Construction cost budget estimates
 - a. Prepare analysis of construction cost for each plan options
- 3.04 Presentation to Parks and Community Services Commission

MEETINGS & DELIVERABLES

Review meeting with staff
Preliminary concept plans
3D renderings and graphic
Construction cost budget
Presentation
Presentation Exhibits

TASK 4 – FINAL CONCEPT PLANS AND REPORTS

- 4.01 Prepare final concept plan
 - a. Review schematic layouts with city staff, obtain direction to prepare final concept plan
 - b. Refine/revise preliminary concept plan per comments
- 4.02 Update and refine 3D renderings (2)
- 4.03 Update construction cost budget estimates
- 4.04 Presentation to the Parks Commission and to the City Council (2)

MEETINGS & DELIVERABLES

Review meeting with staff
Final concept plans
3D renderings and graphic
Construction cost budget
Presentation to commission and council
Presentation exhibits

TASK 5 - CONSTRUCTION DOCUMENTS (60% & 90% SUBMITTALS)

- 5.01 Prepare construction drawings
 - a. Skate Park construction plan and details
 - b. Irrigation plan and details
 - c. Landscape plan and details
 - d. Civil plan and details
 - e. Electrical plan and details
- 5.02 Prepare technical specifications
- 5.03 Prepare construction cost budgets

- 5.04 Submittal/review at 60% and 90%

MEETINGS & DELIVERABLES

Construction plans (60 % and 90% submittals)
Construction technical specifications
Construction budget estimate
City staff meetings
Meeting summaries

TASK 6 - FINAL CONSTRUCTION DOCUMENTS

- 6.01 City project team review of work-to-date
- 6.02 Update construction drawings per city comments
 - a. Skate Park construction plan and details
 - b. Irrigation plan and details
 - c. Landscape plan and details
 - d. Civil plan and details
 - e. Electrical plan and details
 - f. Technical specifications
 - g. Construction cost estimates
- 6.03 Internal quality control review

MEETINGS & DELIVERABLES

Final construction bid documents
Construction technical specifications
Construction budget estimate
City staff meetings
Meeting summaries

TASK 7 - CONSTRUCTION PERIOD SERVICES

- 7.01 Bidding Assistance
 - a. Provide answers to pertinent pre-bid questions
 - b. Assist the city in evaluation of bids
- 7.02 Construction Assistance
 - a. Attend pre-construction meeting
 - b. Respond to project Requests for Information (RFI's) and Submittals
 - c. Participate in construction progress meetings and prepare meeting summary notes

MEETINGS & DELIVERABLES

Bidding assistance
RFI responses, instructions
Meeting summaries
City staff support services

PROJECT SCHEDULE

WORK PLAN

	MONTH 1				MONTH 2				MONTH 3				MONTH 4				MONTH 5				MONTH 6			
Scope of Services	WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10	WK 11	WK 12	WK 13	WK 14	WK 15	WK 16	WK 17	WK 18	WK 19	WK 20	WK 21	WK 22	WK 23	WK 24
Project Initialization																								
Community Outreach																								
Preliminary Concept Plan																								
Final Concept Plan																								
Construction Documents (60% & 90% submittal)																								
Final Construction Documents																								
Construction Period Services																								

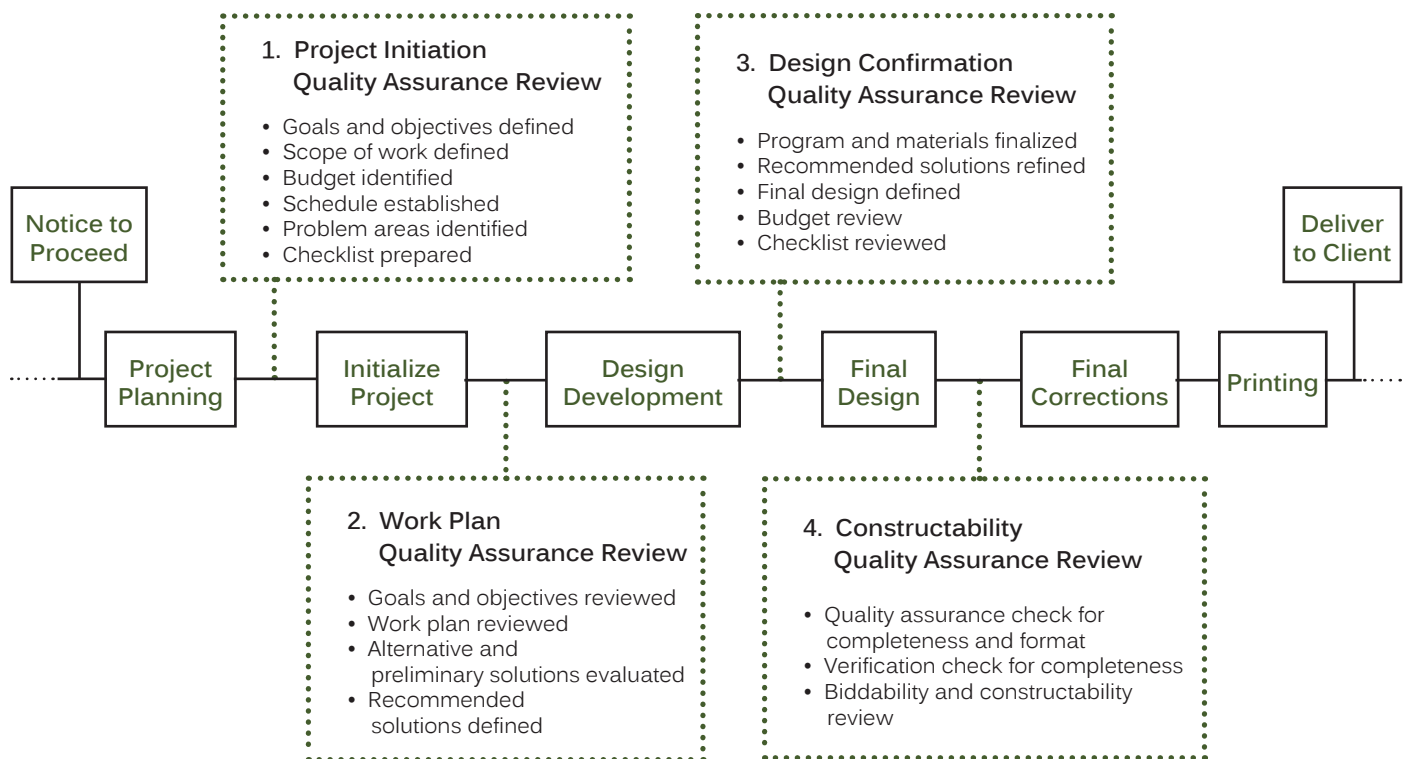
	MONTH 7				MONTH 8				MONTH 9				MONTH 10				MONTH 11				MONTH 12			
Scope of Services	WK 25	WK 26	WK 27	WK 28	WK 29	WK 30	WK 31	WK 32	WK 33	WK 34	WK 35	WK 36	WK 37	WK 38	WK 39	WK 40	WK 41	WK 42	WK 43	WK 44	WK 45	WK 46	WK 47	WK 48
Project Initialization																								
Community Outreach																								
Preliminary Concept Plan																								
Final Concept Plan																								
Construction Documents (60% & 90% submittal)																								
Final Construction Documents																								
Construction Period Services																								

ATTACHMENT 1

QUALITY CONTROL

DVD has an established quality control and assurance program that we undertake for all our design services, and for this project. The Principal-in-Charge will be responsible for implementation of these Quality Control measures. The primary elements include:

- Verification that required deliverables and documents noted in the Scope of Work are provided.
- A Peer Review will be conducted by our senior professional staff to solicit critical comments and verify correctness.
- Retention of documents with highlighted markings and red-line comments, and verification that required revisions are incorporated into the updated documents.
- Continual assessment and tracking of project schedule and budget against baseline data.
- A complete construction review for constructability and biddability of the complete PS&E package will be assigned to experienced professionals on staff prior to final submittal to our client.



WHY CHOOSE DAVID VOLZ DESIGN?

Creative
Designers of
Public Spaces

Cost Controls
and Quality of
Design with Rich
Detailing

Online Public
Outreach Expertise
Community
Inspired Park
Design

Award Winning
Park and Sports
Field Design

Experience
in Delivery of
Projects



APPENDIX



**VENDOR APPLICATION FORM****FOR****RFP No. 23-04D for Skate Park Expansion**TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDORLegal Contractual Name of Corporation: David Volz Design Landscape Architects, Inc.Contact Person for Agreement: Jamie GrahamCorporate Mailing Address: 151 Kalmus Drive, Suite M8City, State and Zip Code: Costa Mesa, CA 92626E-Mail Address: dvd@dvolzdesign.comPhone: (714) 641-1300 Fax: _____Contact Person for Proposals: David VolzTitle: Principal E-Mail Address: dvolz@dvolzdesign.comBusiness Telephone: (714) 641-1300 Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

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



Names & Titles of Corporate Board Members

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

Names	Title	Phone
David Volz	President	(714) 641-1300

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: _____



COMPANY PROFILE & REFERENCES

Company Legal Name: David Volz Design Landscape Architects, Inc.

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

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

Business Address: 151 Kalmus Drive, Suite M8, Costa Mesa, CA 92626

Website Address: davidvolzdesign.com

Telephone Number: (714) 641-1300

Facsimile Number:

Email Address: dvd@dvolzdesign.com

Length of time the firm has been in business: 26 years

Length of time at current location: 10 years

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

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

Federal Taxpayer ID Number: [REDACTED]

Regular Business Hours: Monday - Friday 8:30am - 5:30pm

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation: David Volz, Principal

Telephone Number: (714) 641-1300

Facsimile Number:

Email Address: dvolz@dvolzdesign.com

Contact person for accounts payable: Jamie Graham, Executive Manager

Telephone Number: (714) 641-1300

Facsimile Number:

Email Address: jgraham@dvolzdesign.com

Name of Project Manager: Paul Cassar, Landscape Designer/Project Manager

Telephone Number: (714) 641-1300

Facsimile Number:

Email Address: pcassar@dvolzdesign.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 Buena Park

Contact Name: Jim Box, Director of Community Services

Contract Amount: \$331,911

Email: jbox@buenapark.com

Address: 6650 Beach Boulevard, Buena Park, CA 90621

Brief Contract Description: There are no parks nor any available parklands in this section of Buena Park. An initial opportunity to provide some dedicated park facilities at Whitaker School has blossomed into a full of fledged "new" park across three acres of school yard.

Company Name: City of Gardena

Telephone Number: (310) 217-9571

Contact Name: Allan Rigg, Director of Public Works

Contract Amount: \$63,240

Email: arigg@cityofgardena.org

Address: 1700 W. 162nd Street, Gardena, CA 90247

Brief Contract Description: DVD was contracted to design a comprehensive city-wide wayfinding and entry signage system for the City of Gardena to identify ideal sign locations to help residents and visitors access important community services. DVD collaborated with city staff and stakeholders to identify city entry points and places of interest for inclusion in its wayfinding program.

Company Name: City of Santa Ana

Telephone Number: (714) 571-4241

Contact Name: Suzi Furjanic

Contract Amount: \$46,966

Email: sfurjanic@santa-ana.org

Address: 20 Civic Center Plaza, Santa Ana, CA 92702

Brief Contract Description: The DVD design team worked closely with the City to develop a design for the City's first dog park at Centennial Park. A large vacant area of the park next to existing sports fields and a lake was selected as the prime location for this new dog park. A workshop was held with the community where extensive feedback was collected and synthesized by the design team.



Company Name: City of South Gate

Telephone Number: (323) 563-5494

Contact Name: Steve Costley, Interim Director of Parks & Recreation

Contract Amount: \$330,231

Email: scostley@sogate.org

Address: 8650 California Avenue, South Gate, CA 90280

Brief Contract Description: At Circle Park, the City of South Gate has leveraged a small piece of parkland to provide a great variety of recreational opportunities by integrating the adjacent utility easement lands into the park's play space.

Company Name: City of Glendale

Telephone Number: (818) 548-2054

Contact Name: Koko Panossian, Deputy Director

Contract Amount: \$1,100,00

Email: kpanossian@ci.glendale.ca.us

Address: 613 E. Broadway, Glendale, CA 91206

Brief Contract Description: The revitalization of Fremont Park will be a great improvement for the citizens of Glendale. It has a special character and being the oldest park in the city, an important historical context; it provides a wonderful greenspace and needed recreational opportunities for the residents who live just north of downtown Glendale.



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. 23-04D** **FOR** Skate Park at any time after **November 09, 2020**.



Signature

Date: August 14, 2023

David Volz

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 09, 2020** with a City Councilmember concerning informal **RFP No. _____** **FOR** _____. 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 X No

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

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.

David Volz Design
Bidder/Applicant/Proposer

August 14, 2023
Date



August 14, 2023

Irina Gurovich
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

**RE: PROPOSAL TO PROVIDE PROFESSIONAL LANDSCAPE ARCHITECTURE DESIGN SERVICES
FOR THE EXPANSION OF THE COSTA MESA SKATE PARK**

Dear Ms. Gurovich,

We are looking forward to working with the City of Costa Mesa. Our team of professionals has what it takes—expertise, enthusiasm, and exceptional service—to plan, design, and see to the successful completion of your projects.

Thank you for your consideration.

Very truly yours,

DAVID VOLZ DESIGN

David J. Volz, R.L.A. # 2375
LEED Accredited Professional, QSD/QSP

FEE PROPOSAL

FEE PROPOSAL

We have the knowledge and expertise to creatively take this project from start to finish, from design development through final, construction engineering and construction. We have provided similar services on hundreds of communities defining projects for cities throughout Southern California. We have a very creative team and our desire to be your City's design partner will be evidenced in our energy and enthusiasm every step of the way.

Scope of Services

	DD \$200	LA \$160	SLD \$155	LD \$140	PD \$120	AD \$110	Total Hrs	Fee
Task 1 - Project Initialization	2		8		2	4	16	\$ 2,320
Task 2 - Community Outreach			8		8	3	19	\$ 2,530
Task 3 - Preliminary Concept Plan	40	20	40	4	16	2	122	\$ 20,100
Task 4 - Final Concept Plan	20	12	8	2	8	1	51	\$ 8,510
Task 5 - Construction Documents (60% & 90% submittal)	20		80	20	40	8	168	\$ 24,880
Task 6 - Final Construction Documents	2		20	8	20	1	51	\$ 7,130
Task 7 - Construction Period Services	40		80	20		20	160	\$ 25,400
	124	32	244	54	94	39	587	\$ 90,870
DMS: Civil Engineering & Geotechnical Services								\$ 74,808
Spohn Ranch: Skate Park Design Services								\$ 79,120
DWE: Electrical Engineering Services								\$ 22,678
Reimbursable expenses, printing, copying, postage, etc.								\$ 20,000
Contingency								\$ 10,000

TOTAL PROPOSED DESIGN FEE \$ 287,476

ASSUMPTIONS

1. Only services specifically noted in the scope of services are included in the fee schedule. Services such as construction survey, utility potholing, etc. are not included.
2. See the subconsultant proposals attached for proposed services and additional excluded services.
3. Addition to the above the services and fees will be required if construction exceeds the **twelve consecutive calendar months**. Construction period service will require more fees if construction exceed the length of construction previously mentioned.
4. The following project expenses will be billed at cost plus 15% administrative fee in addition to the professional fees listed above:
 - Printing, copying, scanning, graphic, photography and reproduction services
 - Delivery, shipping and courier charges
 - Subconsultant fees and expenses
 - Agency fees, permits, plan check and inspection fees
5. The reimbursable allowance will only be billed as-needed.
6. Payments are due within **30 days** from invoice date.
7. The rates shown are subject to periodic increases, including January 1st of each year, in accordance with any increase in the Consumer Price Index or other equal to cost index.

HOURLY RATES SCHEDULE

Principals	\$230/hr
Director of Design	\$200/hr
Senior Landscape Architects	\$175/hr
Director of GIS	\$165/hr
Landscape Architect	\$160/hr
Plan Check	\$160/hr
Senior Landscape Designer	\$155/hr
Senior GIS Analyst	\$155/hr
Landscape Designer	\$140/hr
GIS Analyst	\$140/hr
Project Designer/CADD Technicians I, II, III	\$110, 120, 130/hr
GIS Technicians I, II, III	\$110, 120, 130/hr
Administration	\$110/hr

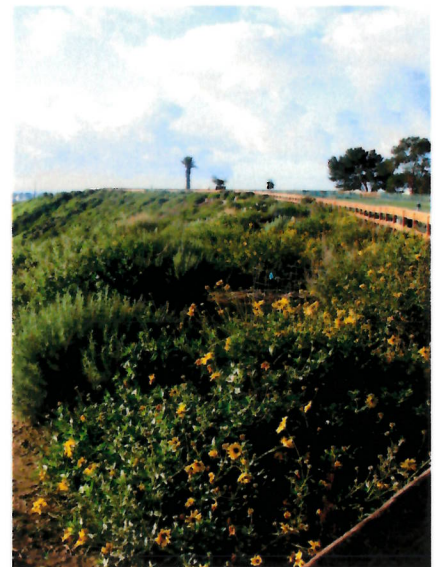


EXHIBIT C

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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

EXHIBIT D

AMERICAN RESCUE ACT PLAN RIDER

American Rescue Plan Act (ARPA) Rider
ARPA / CSLFRF TERMS AND CONDITIONS

1. DEFINITION

- 1.1. Government means the United States of America and any executive department or agency thereof.
- 1.2. Treasury means the Department of the Treasury of the United States of America.
- 1.3. ARPA means the American Rescue Plan Act (Pub. L. No. 117-2 (Mar. 11, 2021)) (codified at Section 601 et seq. of Title VI of the Social Security Act) and related funding and financial assistance programs, including the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF), collectively referred to as the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) and federal Assistance Listing CFDA 21.027.
- 1.4. Third Party Subcontract means a subcontract at any tier entered into by Contractor or any subconsultant or subcontractor, financed in whole or in part with federal assistance, including ARPA funds under the Agreement.
- 1.5. For purposes of this Exhibit, Contractor shall also mean the Contractor, Subrecipient, Consultant, or other party to the subject Agreement with the City, and may be referred to as such.
- 1.6. Agreement means that certain Agreement between the City of Costa Mesa ("City") and Contractor, and to which this Exhibit is made a part. As a condition of the Agreement and of the ARPA funding under this Agreement, Contractor shall comply as follows:

2. GENERAL REQUIREMENTS

- 2.1. Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, Treasury policies, procedures, and directives, and program or grant conditions (as may be amended or promulgated from time to time), including but not limited to those requirements of 2 C.F.R.¹ Part 200, and its Subparts B-General Provisions, C-Pre-Federal Award Requirements and Contents of Federal Awards, D-Post Federal Award Requirements, E-Cost Principles, and F-Audit Requirements; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug- Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712); the Hatch Act (5 U.S.C.² 1501 et seq.); and all related and Treasury-mandated federal regulations, including 31 CFR Part 35.
- 2.2. Whether or not expressly set forth herein, all contractual provisions and grant conditions or assurances required by Treasury (including as may be amended or promulgated from time to time) are hereby incorporated by reference. This Agreement may be amended to further

¹ Code of Federal Regulations ("CFR").

² United States Code ("USC").

incorporate and expressly state new, revised, and or subsequent contractual provisions or grant conditions as may be required by ARPA and/or Treasury. In the event of any conflict between any provision of this Agreement, this Exhibit, or any federal or Treasury term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to City for guidance. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause City to be in violation of any federal, ARPA, or Treasury term, condition, or requirement.

- 2.3. The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.
- 2.4. Contractor shall attach and apply all terms and conditions stated herein to all Third Party Subcontracts and shall require that all subcontractors of all tiers comply with and attach and apply these terms and conditions as to their subcontracts at all levels. The provisions shall not be modified, except to identify the subcontractor who will be subject thereto.

3. FURTHER ARPA REQUIREMENTS

- 3.1. Contractor acknowledges that all or part of this Agreement will be funded with ARPA financial assistance.
- 3.2. Contractor shall comply with, and shall not cause the City be out of compliance with, the requirements of ARPA, the regulations adopted pursuant thereto, all interpretive guidance issued by Treasury, and City's grant assurances related to ARPA funding. Contractor shall also comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any agreements it enters into with other parties relating to or involving funding under this Agreement.
- 3.3. Funds, payments, expenses, and procurements under this Agreement shall only be used for eligible ARPA uses and activities in accordance with ARPA and Treasury's implementing regulations (31 CFR Part 35) and related interpretive guidance (including the ARPA Interim Final Rule and Final Rule as applicable), and all other applicable laws and regulations governing the use of ARPA funds. Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA funding. Contractor shall return to City any funds disallowed within ninety days of notification from City to return such funds.
- 3.4. Any costs, payments, or expenses allowable under the Agreement must be incurred by December 31, 2024. Any funds not timely used must be returned to City.
- 3.5. In the event of any violation of any ARPA requirement, any audit exception or disallowance, or of any term or condition of the Agreement, then payments or subawards made under this Agreement shall be subject to recoupment.
- 3.6. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 3.7. Uniform Administrative, Cost Principles, And Audit Requirements (2 CFR Part 200). Contractor shall comply with all applicable provisions of the federal Uniform Guidance, 2 CFR Part 200, including applicable Administrative Requirements, Cost Principles, and Audit requirements. Without limitation, all use of funds and procurement of all services (including consultants), supplies, property, or equipment, shall be performed in conformance with 2 CFR 200.318-327 as well as in conformance with all other administrative, costs, and audit requirements under federal laws and regulations. These requirements generally require open and competitive process, with limited exceptions. Contractor shall maintain records sufficient to detail the history of procurement and

provide such records upon request. These records shall include but are not necessarily limited to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

- 3.8. Allowable costs and allocations shall be only those permitted under the Agreement and as permitted by federal law and regulation, including pursuant to 2 CFR Subpart E. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state, or local government source.
- 3.9. Real property, equipment, and intangible property acquired or improved with funds under this Agreement must be held in trust for the beneficiaries of the project or program under which the property was acquired or improved. Liens or other appropriate notices of record may be required to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.
- 3.10. If applicable, Contractor shall comply with all program income requirements and restrictions in conformance with 2 CFR 200.307. Any revenue generated by Contractor from Agreement-supported activities or funds shall be reported to City, including for direction as to disposition.
- 3.11. Government expressly disclaims any and all responsibility or liability to Contractor or any third persons for the actions of City, Contractor, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the funding or performance of this Agreement, or any other losses resulting in any way from the performance of any contract or subcontract related to this Agreement. Contractor acknowledges and agrees that the federal government is not a party to this Agreement and is not subject to any obligations to or liabilities of the City, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.
- 3.12. Conflict of Interest. By executing the Agreement, Contractor certifies that ~~is~~ it does not know of any fact which constitutes a violation of any conflict of interest law, including under Title 9, Chapter 7 (section 87100 et seq.) or Title 1, Division 4, Chapter 1, Article 4 (Section 1090 et seq.) of the California Government Code. Contractor shall disclose to City in writing any potential or actual conflict of interest affecting this Agreement or the funding thereof, in accordance with 2 CFR Part 200 (including 2 CFR 200.112 and 2 CFR 200.318(c)). Contractor shall provide all additional information necessary for City to fully assess and address such actual or potential conflict of interest. Prohibited conflicts include as to economic and/or personal interests.
- 3.13. NONDISCRIMINATION
 - 3.13.1. Contractor (and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees) shall comply with all applicable federal, state, and local nondiscrimination laws, rules, and regulations in its employment practices, delivery of services, and performance under this Agreement, and shall not unlawfully discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious creed, national origin, sexual orientation, gender, gender identity, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital or familial status, denial of family care leave, or on any other basis prohibited by law, including without limitation by Title VI of the Civil Rights Act of 1964 (42 USC §§ 200d et seq.) and Treasury's implementing regulations at 31 CFR Part 22 (prohibiting discrimination on the basis of race, color, or national origin); the

Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) (prohibiting discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and Treasury's implementing regulations at 31 CFR Part 17 (prohibiting discrimination on the basis of disability); the Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23 (prohibiting discrimination on the basis of age); Title II of the Americans with Disabilities Act of 1990, as amended (42 USC 12101 et seq.) (prohibiting discrimination in programs, activities, and services on the basis of disability); and the City's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

- 3.13.2. Contractor (and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees) shall ensure that evaluation and treatment of employees and applicants for employment are free from unlawful discrimination and harassment.
- 3.13.3. Contractor, and all sub-grantees, contractors, subcontractors, successors, transferees, and assignees, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC 200d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or Agreement.
- 3.14. Contractor acknowledges, agrees, and shall comply with the following:
 - 3.14.1. Compliance with Title VI of the Civil Rights Act of 1964, as amended (42 USC 200d et seq.), and as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and all other pertinent executive orders, directives, circulars, policies, memoranda, and guidelines.
 - 3.14.2. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" seeks to improve access to federally-assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). Denying a person access to programs, services, and activities because of LEP is a form of prohibited national origin discrimination. Contractor shall initiate reasonable steps, and comply with Treasury directives, to ensure that LEP persons have meaningful access to its programs, services, and activities, which may entail providing language assistance services including oral and written translation when necessary. Reasonable steps for meaningful LEP access is available at 70 CFR 6067 and <http://www.lep.gov>.
 - 3.14.3. To consider the need for language services for LEP persons when developing and conducting programs, services, and activities.
 - 3.14.4. If any real property, structure, or personal property is acquired, provided, or improved with regard to this Agreement, the provisions herein shall apply for the duration during which the property is owned or possessed by Contractor or used for a purpose for which ARPA funds have been provided or for any other purpose involving the provision of similar services or benefits.

- 3.14.5. To maintain a complaint log and inform City of any complaint of prohibited discrimination, and of any administrative agency or court's findings of non-compliance with Title VI, including any related information pertaining thereto as requested by City.
- 3.14.6. To cooperate in any enforcement or compliance review by Treasury as to any condition herein, including cooperation with information requests, on-site compliance reviews, and reporting requirements.

Compliance with the foregoing constitutes a condition of performance and of continued funding, and is binding on Contractor's successors, transferees, and assignees as may be applicable.

- 3.15. Publications. Any publications (press releases, social media posts, flyers, project signage) produced under this Agreement must display the following: "This project [is being][was] supported, in whole or in part, by federal award number [as indicated by City] awarded to the City of ~~Fullerton~~ Costa Mesa by the U.S. Department of the Treasury."
 - 3.16. Whistleblower Protections. Contractor shall comply with 41 U.S.C 4712 and not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities described in 41 U.S.C 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federally-funded contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. Contractor shall inform all its employees in writing, in the predominant native language of the workforce, of the rights and remedies provided under the federal Whistleblower Protection Act, including 41 USC 4712.
 - 3.17. Increasing Seat Belt Use in the United States. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.
 - 3.18. Reducing Text Messaging While Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.
4. SUBRECIPIENT TERMS (All subawards, funding transfers, and subrecipient agreements, in accordance with 2 CFR 200.331 and as may otherwise be designated in the Agreement)
- 4.1. All or part of the funding of this Agreement will be with Federal awards. Contractor is designated as a Subrecipient and the federal funds received under this Agreement are designated as a subaward of CSLFRF funds. Funds under this Agreement must be used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award, including all compliance and reporting requirements for ARPA funds. All terms of this Agreement shall remain in effect during all times that Subrecipient possesses or has control over ARPA funds, including any program income therefrom.
 - 4.2. Contractor warrants and represents that it has, and shall maintain, the institutional, managerial, and financial capability to ensure proper planning, management, auditing, and completion of the subject project, program, and/or Agreement scope.
 - 4.3. Contractor shall comply with, and administer all activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred. Contractor shall maintain a financial management system which ensures control and documentation over the use and distribution of funds

hereunder in accordance with the terms and conditions of this Agreement and with generally-accepted accounting principles.

- 4.4. Contractor shall maintain procedures for obtaining and recording information evidencing eligibility for any receipt or distribution of funds, including by any given beneficiary or lower-tier subrecipient or contractor.
- 4.5. Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. 200.318(c) and that such conflict of interest policy is applicable to each activity using funds under this Agreement.
- 4.6. Contractor agrees to comply with and support all applicable ARPA reporting requirements and all reporting requirements otherwise stated in the Agreement. Contractor shall maintain compliance with all other federal reporting requirements, including those pertaining to subaward and executive compensation Information (2 CFR Part 170), and shall maintain processes and systems for proper and timely reporting as required under 2 CFR Part 170 Appendix A (unless exempt).
- 4.7. Contractor shall comply with and be responsible for all audit requirements required under federal law (including under 2 CFR Part 200) and as deemed necessary by authorized governmental entities, including Treasury, Pre-, interim, and post-award audits and other measures may be required, as determined by City. All subrecipients (other than for-profit entities) who receive federal funding which taken together total over \$750,000 in a single fiscal year are subject to single auditing and other requirements under 2 CFR Part 200, Subpart F. Said subrecipients must have a single or program-specific audit conducted for that fiscal year, as required by and in accordance with the provisions of 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the City as soon as it is complete.
- 4.8. All expenditures of funds under this Agreement shall be reported to City, as directed and in a form approved by City, including as required by all applicable ARPA requirements.
- 4.9. Contractor shall permit City, and all designated auditors, access to all records and financial statements as necessary for City to ensure compliance with this Agreement and all federal laws, regulations, and ARPA requirements.
- 4.10. Mandatory Disclosures. Contractor must disclose, in a timely manner, in writing to City all violations of Federal criminal law involving fraud, bribery, or gratuity violations. Contractor shall report civil, criminal, and administrative proceedings to SAM, as required by 2 CFP Part 180.
- 4.11. Contractor shall maintain compliance with the System for Award Management (SAM) and Universal Entity Identifier requirements, pursuant to 2 CFR Part 25, including obtaining a unique entity identifier and completing SAM registration prior to receiving the Federal award unless exempt under 2 CFR 25.110. No entity, including subcontractors, may receive any federal funds through this Agreement unless the entity has provided its Unique Entity Identifier to City. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.
- 4.12. Contractor shall comply with the Privacy Act of 1974 and 2 CFR 200.335 in the collection, maintenance, use and dissemination of any personally identifiable information such as social security numbers, financial and medical information. Contractor will limit the collection, use and access of information about individuals to that which is relevant and necessary to accomplish its purpose, and such data shall be

maintained with appropriate administrative, technical and physical safeguards to protect the information.

- 4.13. Upon the earlier of either the expiration (or termination of this Agreement) or the completion of the project and/or program funded under this Agreement, Contractor shall closeout its use of the funds and its obligations under this Agreement by complying with all closeout requirements under 2 CFR § 200.344. Contractor shall complete, to City's satisfaction, all final closeout requirements when and as requested by City. Closeout activities shall include, but are not limited to: close-out certifications, submission of final reports, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable), and determining the custodianship of records.
- 4.14. Compliance: Contractor shall take timely and appropriate action on all deficiencies pertaining to the Agreement and use of City-provided funds, as detected through audits, on-site reviews, or as indicated by City. Contractor shall provide written confirmation upon request, highlighting the status of actions planned or taken to address any audit findings or other compliance matters as to the Agreement.
- 4.15. Pursuant to the Trafficking Victims Protection Act of 2000 (TVPA), as amended, subrecipients and their employees (and subcontractors and their employees) may not:
- 4.15.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- 4.15.2. Procure a commercial sex act during the period of time that the award is in effect; or
- 4.15.3. Use forced labor in the performance of the award or subawards under the award.
- 4.16. Remedies for Noncompliance. In addition to any other right or remedy arising under the Agreement or in law or equity, City may impose additional special conditions or take additional measures if Contractor fails to comply with any federal law, regulation, or the terms and conditions of this Agreement, fails to meet expected performance goals, or when such measures are otherwise required to comply with federal law and grant funding. Conditions and measures may include:
- 4.16.1. Withholding cash payments pending correction of the deficiency;
- 4.16.2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- 4.16.3. Disallowing all or part of the cost of the activity or action not in compliance;
- 4.16.4. Requiring additional or more frequent project status reporting;
- 4.16.5. Requiring additional, more detailed financial reports;
- 4.16.6. Requiring additional project monitoring;
- 4.16.7. Requiring Contractor to obtain technical or management assistance;
- 4.16.8. Establishing additional prior approvals; and
- 4.16.9. Wholly or partly suspending or terminating the award.

Federal Award Identification Details and Other Requirements

<i>Federal Assistance Listing Title</i>	<i>Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)</i>
<i>Federal Assistance Listing Number</i>	21.027
<i>Award Name</i>	City of Fullerton Costa Mesa
<i>Federal Agency</i>	United States Department of the Treasury

<i>Federal Award Identification Number (FAIN)</i>	SLFRP0246
<i>Pass-through Entity & Contact</i>	City of Costa Mesa (awarding official contact: as designated in the Agreement)
<i>Federal Award Date</i>	May 11, 2021
<i>Indirect cost rate</i>	Unless otherwise stated in the Agreement and/or Contractor has a different federally-approved rate, Contractor must use the de-minimis rate of 10% for all allowed indirect costs.
<i>R&D</i>	This Agreement is not for and no funds shall be used for experimental, research, or development (R&D) purposes, within the meaning of 37 CFR Part 401.

5. RECORDS

- 5.1. Contractor shall keep and maintain full, complete, and accurate program, client, statistical, financial, and other supporting records pertaining to all services and payments, expenditures or distributions, and/or assistance under this Agreement, as required by applicable laws and regulations and consistent with sound, best, and generally-accepted accounting and grant management principles and practices. Contractor shall provide City, Treasury's Office of Inspector General, the Comptroller General of the United States, and the Government Accountability Office, and any of their authorized representatives, access to and the right to examine and copy, all such books, documents, papers, records, accounts, and other documents and sources of information (electronic and otherwise), and shall permit access to facilities, personnel, and other individuals and information as may be necessary or as required by federal regulations and other applicable laws or program guidance, for the purposes of making audits, examinations, investigations, excerpts, and transcriptions pertinent to this Agreement and as may be needed for City to meet its ARPA and federal requirements. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to provide access to construction or other work sites relating to any Agreement work.
- 5.2. Contractor agrees to maintain all records that are pertinent to this Agreement, including financial, statistical, property, and participant books, records, accounts, reports, and supporting documentation, for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and closeouts (including return of any remaining funding) are completed, except that in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Contractor shall maintain same until the City, Treasury, or the Comptroller General (or any of their authorized representatives), have disposed of all such litigation, appeals, claims, or exceptions related thereto. Contractor shall grant City the option of retention of the records, books, papers, and documents in unalterable, electronic form if Contractor elects to dispose of said documents following the mandatory retention period.

6. DEBARMENT AND SUSPENSION

- 6.1. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000, and is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR

Part 19. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Covered transactions shall not be entered into with excluded or disqualified persons or with parties listed on the Government's Excluded Parties List System in the System for Award Management (SAM).

- 6.2. Contractor must comply with 2 CFR Part 180, subpart C, 2 CFR Part 3000, subpart C, and Treasury's implementing regulation at 31 CFR Part 19, and shall include 1. a term or condition that the funding is subject to, and 2. a requirement to comply with these regulations, in any lower tier covered transaction it enters into.
 - 6.3. Contractor represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in Federal assistance programs or activities, including under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it (and each of its principals) is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 180. Unless exempt, Contractor must maintain current information in the SAM, consistent with 2 CFR Part 25.
 - 6.4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
 - 6.5. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
 - 6.6. Contractor agrees to the provisions of Exhibit E-1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit E-1, Contractor is the "prospective lower tier participant."
7. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (all construction contracts meeting the definition of "federally assisted construction contract" under 41 CFR 60-1.3)

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

During the performance of this Agreement, the contractor agrees as follows:

- 7.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment

- or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 7.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 7.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or with another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - 7.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 7.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - 7.6.) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - 7.7.) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 7.8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering

agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS (all contracts in excess of \$100,000 that involve the employment of mechanics, laborers (including watchmen and guards) (as defined by federal law and regulation), or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated hereto. Contractor and all subcontractors shall compute the wages of every

mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor (and all subcontractors) shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

29 CFR 5.5(a)

(1) *Minimum wages.*

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less

often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of

receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to Treasury. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to Treasury, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees* -

(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In

the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor and all subcontractors shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the City may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

To the extent work under this Agreement is not covered by any of the other statutes listed in 29 CFR 5.1, further compliance with the Contract Work Hours and Safety Standards Act shall be required as follows:

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Government, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

9. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

9.1. Contractor agrees that City and Government do reserve, are granted, and shall otherwise have, jointly and severally, a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

9.1.1. The copyright in any work developed with the assistance of funds provided under this Agreement;

9.1.2. Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

9.2. Contractor grants to City and Government, jointly and severally, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the City data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement, in formats acceptable by the City.

10. RIGHTS TO INVENTIONS (contracts meeting the definition of "funding agreements" (see 37 CFR Part 401) for experimental, research, or development projects)

NOT APPLICABLE

11. CLEAN AIR AND WATER POLLUTION REQUIREMENTS (all contracts and subcontracts in excess of \$150,000)

11.1. Clean Air Act

11.1.1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (42 USC 7401-7671q).

11.1.2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office.

11.1.3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with funds under this Agreement.

11.2. Federal Water Pollution Control Act

11.2.1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. (33 USC 1251-1388).

11.2.2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of California (if applicable), Treasury, and the appropriate Environmental Protection Agency Regional Office.

11.2.3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with funds under this Agreement.

12. TERMINATION FOR CONVENIENCE OF CITY (all contracts in excess of \$10,000)

See Section 4 of the Agreement.

13. TERMINATION FOR CAUSE/DEFAULT (all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement.

See Section 4 of the Agreement.

14. CHANGES

See Section 6.24 of the Agreement.

15. LOBBYING (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended)) (all contracts and subcontracts in excess of \$100,000)

15.1. Contractor, and each tier to the tier above, certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with the making or obtaining of any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are

forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

- 15.2. Contractor shall file the required certification, Exhibit E-2, *Certification Regarding Lobbying*, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000.

16. AFFIRMATIVE SOCIOECONOMIC STEPS (MBE / WBE)

If subcontracts are to be let, Contractor, as prime contractor, is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

17. PROCUREMENT OF RECOVERED MATERIALS

- 17.1. Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 17.2. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

18. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds under this Agreement to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or

services.

(e) *Subcontracts*. Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

19. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

21. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT (only prime construction, repair, or alteration contracts in excess of \$2,000 if required by federal funding program)

a. Compliance with the Davis –Bacon Act:

NOT APPLICABLE

b. Compliance with the Copeland "Anti-Kickback" Act (required for all construction contracts over \$2,000 where Davis-Bacon requirements also apply):

NOT APPLICABLE

22. BONDS (all construction or facility improvement contracts, or any subcontracts thereof, exceeding \$250,000)

Unless otherwise excepted in writing by City, Contractor shall obtain and maintain bonds as follows:

- 22.1. A performance bond for 100 percent of the Agreement price, and
- 22.2. A payment bond for 100 percent of the Agreement price.

Exhibit D -1**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds.

Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered

transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph (b) of this certification, and
 4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.
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APPENDIX A, 31 CFR PART 21 –CERTIFICATION REGARDING LOBBYING*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization 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 obtaining or 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.
- (2) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned 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 subrecipients shall certify and disclose accordingly.

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.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1440

Meeting Date: 11/7/2023

TITLE:

2025 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM

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 adopt Resolution No. 2023-xx, approving projects for inclusion in the Orange County Transportation Authority's (OCTA) Federal Transportation Improvement Program (FTIP) for Fiscal Years 2024/25 through 2029/30 (Attachment 1).

BACKGROUND:

The Federal Transportation Improvement Program (FTIP) is a capital listing of all transportation projects for the Southern California region to be funded over a six-year period. The FTIP is prepared to implement projects and programs listed in the Regional Transportation Program (RTP) and is developed in compliance with state and federal requirements. The projects include highway improvements; transit, rail, and bus facilities; high occupancy vehicle lanes; signal synchronization; intersection improvements; etc., in the six-county Southern California Association of Governments (SCAG) region. The Orange County Transportation Authority, as the administrator of FTIP in Orange County, reviews projects submitted by local agencies and prepares the final submittal to SCAG.

ANALYSIS:

OCTA requests that Cities in Orange County review projects in the current Federal Transportation Improvement Program (FTIP) for the next update. This includes a review of project descriptions, budgets, schedule status, and environmental documents. The FTIP only lists transportation projects that received Federal and/or State funds, are regionally significant or included in the Transportation Control Measures (TCM) category by SCAG, and are fully funded.

The City of Costa Mesa projects that meet the above criteria for inclusion in the FTIP are listed below:

- Adams Avenue and Pinecreek Drive Intersection Project
- Signal Modernization for Multi-Modal Systemic Safety Improvements
- Safe Routes to School Action Plan

The City, with the attached resolution, confirms its commitment to the successful implementation of the submitted projects. Staff requests City Council approval of the resolution.

ALTERNATIVES:

The City Council could choose to not adopt the resolution. According to OCTA, this would result in the City being ineligible for Federal or State grant funds for these projects.

FISCAL REVIEW:

The FTIP resolution requires the City's commitment of funding for the implementation of the proposed projects in the RTP. These projects were committed through the City's previous budget process.

LEGAL REVIEW:

The City Attorney's office has reviewed this report, prepared the attached resolution and approves them both 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

CONCLUSION:

OCTA requests the City review the projects in the current FTIP and requests City Council approval of their inclusion through a resolution. Staff reviewed the projects for inclusion in the FTIP and prepared the attached resolution for City Council approval and the City's commitment for the listed projects.

Staff recommends the City Council adopt Resolution No. 2023-xx, approving projects for inclusion in OCTA's Federal Transportation Improvement Program for Fiscal Years 2024/25 through 2029/30.

RESOLUTION NO. 2023- ____

A RESOLUTION OF THE CITY OF COSTA MESA WHICH CERTIFIES THAT COSTA MESA HAS THE RESOURCES TO FUND THE PROJECTS IN THE FFY 2024/25 – 2029/30 TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRMS ITS COMMITMENT TO IMPLEMENT ALL PROJECTS IN THE PROGRAM

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

WHEREAS, Costa Mesa is located within the metropolitan planning boundaries of the Southern California Association of Governments; and

WHEREAS, Costa Mesa City Council has authorized projects for submittal to the Federal Transportation Improvement Program (FTIP); and

WHEREAS, Costa Mesa is the lead agency for projects and will comply with applicable local, state, and federal provisions including but not limited to the Federal Transportation Improvement Program, California Environmental Quality Act, National Environmental Policy Act, Americans with Disabilities Act, and Build America Buy America; and

WHEREAS, Costa Mesa agrees to construct Transportation Control Measures projects as noted in the amendments in a timely manner or to assist with finding a substitute project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Costa Mesa, does hereby affirm the City's commitment to the projects submitted in the 2025 Federal Transportation Improvement Program.

PASSED, APPROVED AND ADOPTED this ____ day of November, 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-____ and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the ____ day of November 2023, by the following roll call vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

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



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1441

Meeting Date: 11/7/2023

TITLE:

BICYCLE SAFETY EDUCATION PROGRAM FOR SCHOOLS

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ TRANSPORTATION
SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: JENNIFER ROSALES, TRANSPORTATION SERVICES
MANAGER AND BRETT ATENCIO THOMAS, ACTIVE TRANSPORTATION COORDINATOR, (714)
754-5343

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Walk 'n Rollers, 8800 Venice Boulevard, Suite 301, Los Angeles, CA 90034 for the development of a Bicycle Safety Education Program for Schools in the amount of \$149,967 (Attachment 1).
2. Authorize a ten percent (10%) contingency in the amount of \$14,996 for unforeseen costs.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

BACKGROUND:

The Bicycle Safety Education Program for Schools was funded as part of the Capital Improvement Program in Fiscal Year (FY) 2022-23. The project will be administered to high school, middle school, and elementary school students at sixteen (16) Newport-Mesa Unified School District schools located in the City of Costa Mesa and at four (4) Newport-Mesa Unified School District schools located outside of the City of Costa Mesa which have enrollment zones serving high school, middle school, and elementary school-aged Costa Mesa residents.

The program will provide training on general bicycle safety, riding, and maintenance and will include a focus on electric bicycle safety and operations. The program's goal is to encourage safe bicycle use throughout the community and promote bicycling to school.

The Bicycle Safety Education Program for Schools' scope of services is intended to develop a comprehensive bicycle safety education program including curriculum development and outreach materials to be used in the implementation of safety training at the twenty (20) aforementioned

schools. The scope of services consists of three program phases:

- Phase 1: Develop an educational curriculum geared toward a school-aged audience.
- Phase 2: Develop training materials including videos for bicycle safety education classes.
- Phase 3: Conduct bicycle safety education classes using trained instructors at twenty schools.

The three program phases will be coordinated to effectively develop interrelated program materials and the final product will be comprehensive and easily duplicated for future use in subsequent years beyond the proposed PSA. The educational services that will be provided and the material developed as part of this project will complement the Active Transportation Plan (ATP) adopted in 2018.

ANALYSIS:

On June 15, 2023, the City issued a Request for Proposals (RFP) for the development of a Bicycle Safety Education Program for Schools. Two (2) proposals were received to provide the requested educational support services. Proposals were reviewed by a selection panel which included staff from Public Works, Costa Mesa Police Department, and Newport Mesa Unified School District. Consultant proposals were evaluated based on project understanding, depth of experience, technical expertise, and associated evaluation criteria. Due to the similarity of proposal scoring, the consultant teams were interviewed for further evaluation.

After a careful review of all proposals and interview responses, the panel finds Walk 'n Rollers to be well qualified to perform the requested educational support services for the Bicycle Safety Education Program for Schools. The proposal submitted by Walk 'n Rollers represents a thorough understanding of the project, complies with City requirements, and documents Walk 'n Rollers' technical ability and experience with similar projects. The fees proposed by Walk 'n Rollers were determined to be competitive and commensurate with the requested services.

ALTERNATIVES:

One alternative would be to not approve the PSA and develop and implement the Bicycle Safety Education Program for Schools using in-house resources. However, the technical expertise and volume of the work associated with the program exceed the staff's available resources and time. This would result in delays in the completion of the program development and implementation, which is anticipated to proceed later this year.

FISCAL REVIEW:

Funding for the proposed PSA with Walk 'n Rollers is available in the existing Capital Improvement Project funds for Bicycle Safety Education for Schools approved in the Fiscal Year 2022-2023 budget. Contingency budget to be covered within the Capital Improvement Project funds.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report, prepared the proposed PSA and approves them both 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

CONCLUSION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Walk 'n Rollers, 8800 Venice Boulevard, Suite 301, Los Angeles, CA 90034 for the development of a Bicycle Safety Education Program for Schools in the amount of \$149,967 (Attachment 1).
2. Authorize a ten percent (10%) contingency in the amount of \$14,966 for unforeseen costs.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
WALK 'N ROLLERS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of November, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WALK 'N ROLLERS, a California non-profit corporation. ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide a bicycle safety education program for twenty schools within the City of Costa Mesa including e-bike safety and training on bicycle safety, riding, and maintenance, 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 \$149,967.00.

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 Effective Date and continue for a period of two years, ending on November 6, 2025, 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.

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:

Walk 'N Rollers
8800 Venice Blvd., Suite 301
Los Angeles, CA 90034
Tel: (310) 204 - 4346
Attn: Jim Shanman

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 446- 1400
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. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

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

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

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

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

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

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 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 and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

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

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

CONSULTANT

Signature

Date: _____

[Name and Title]

Social Security or Taxpayer ID Number

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:

Brett Atencio Thomas
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Director of Public Works

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSALS
FOR
BICYCLE SAFETY EDUCATION PROGRAM FOR TWENTY SCHOOLS
RFP NO. 23-23



PUBLIC WORKS DEPARTMENT
CITY OF COSTA MESA

Released on June 15, 2023

REQUEST FOR PROPOSAL FOR FOR BICYCLE SAFETY EDUCATION PROGRAM FOR 20 SCHOOLS

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants to develop a Bicycle Safety Education Program for 20 schools within the City of Costa Mesa including e-bike safety and training on bicycle safety, riding, and maintenance for the Public Works Department. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, Appendix B. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The schedule for program development and implementation is anticipated to be one year; however, the term is expected to be for 2 years with 2, one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$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 City's Purchasing Department is unauthorized and will be considered invalid.

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

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

Release of RFP	June 15, 2023
Deadline for Written Questions	June 22, 2023 at 11:00 a.m.
Responses to Questions Posted	June 29, 2023
Proposals are Due	July 6, 2023 at 4:00 p.m.
Interviews (if needed)	August 8, 2023
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 shall have five (5) years of current experience in providing bicycle safety training development and services with at least one city of which is similar in size and complexity as that of the City of Costa Mesa. Experience must be reflective of references provided in the proposal.
- b) The Contractor shall maintain a local office in Southern California with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be within ninety (90) miles of the City.
- c) All Proposers must identify the project manager, and the individual authorized to negotiate the contract on behalf of the consulting firm; and provide an organization chart showing all proposed key project team members and a staffing plan identifying responsibilities of personnel on this project and experience on other recent similar projects.

The Contractor shall have at least one key member of the proposed project team to be certified as a League Certified Instructor by the League of American Bicyclists or similar nationally recognized organization.

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 10 pages in length, not including cover letter, resumes of key people, and cost proposal. Each Proposal will adhere to the following order and content of sections. Refer to **Scope of Services, Appendix A** of this RFP. 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 proposal. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Project Understanding, Approach & Methodology:** Provide a brief review of the project and any suggestions you might have to expedite the project or special concerns of which the City should be advised. Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services of this RFP. The section should include:
 1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
 2. Identifies the project's potential issues and response to them.
- **Qualifications, Organization & Key Staff Experience:** Describe the relative experience, specific qualifications, and technical expertise of the consultant and sub-consultants within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Describe who will manage and work on this project. Identify the Project Manager who will be the key contact with the City. Provide an organization chart showing all proposed project team members (including sub-consultants) and a staffing plan identifying responsibilities of personnel on this project and experience on other recent similar projects. Information should include:
 1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide bicycle safety education services.
 2. Proposes adequate and appropriate disciplines of project team.
 3. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 4. Overall organization of the team is relevant to City of Costa Mesa needs.

5. Team is managed by an individual with appropriate experience in similar project. This person's time is appropriately committed to this project.
 6. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
 7. Proposer has a system or process for managing cost and budget.
 8. At least one key member of the proposed project team to be certified as a League Certified Instructor by the League of American Bicyclists or similar nationally recognized organization.
- **Scope of Services to be Provided:** Describe the work tasks you plan to carry out to accomplish this project, and how those will be accomplished. Indicate all key deliverables and products.
 1. Proposed scope of services is appropriate for all phases of the work.
 2. Scope address all known project needs and appears achievable in the timeframes set forth in the project schedule.
 3. Deliverables are appropriate to schedule and addresses all items in the scope set forth in the above requirements.
 - **Experience and Record of Success on Similar Projects:** Provide a listing of similar projects that your firm has completed within the last eight years.
 1. Proposer has completed similar types of projects and worked consecutively through the project stages from curriculum development to implementation of safety trainings.
 - **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in **Appendix B, Fee Schedule**. Proposals shall be valid for a minimum of 180 days following submission. All Proposers are required to use **Appendix B, Fee Schedule**. The cost proposal shall be submitted in a separate cost file.
 - **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.
 - **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.**
 - **Professional Services Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix C**, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix D** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City.
- **Forms to Accompany Proposal:** **Appendix D** forms shall be attached at the end of the Proposal with the exception of the Fee Schedule 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 no later than **4:00 p.m. (P.S.T) on July 6, 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. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **June 22, 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 PlanetBids. 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.

2. Project Approach & Methodology ----- 20%

3. Qualifications, Organization & Key Staff Experience----- 20%

4. Scope of Services to be Provided --- 30%

5. Experience and Record of Success on Similar Projects ----20%

6. 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 **August 8, 2023**. 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. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

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

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

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

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

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

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

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential.

Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

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

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

A "Proposer" or "Proposer's representative" includes all 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 Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix C** to this RFP, which may be modified by the City.

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

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

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

APPENDIX A

SCOPE OF SERVICES

Introduction:

The Public Works Department of the City of Costa Mesa (City) is requesting proposals to develop a Bicycle Safety Education Program for 20 schools within the City of Costa Mesa including e-bike safety and general bicycle safety training, riding, and maintenance. The scope of services consists of the three following phases:

- **Phase 1:** Develop educational curriculum geared toward a school-aged audience.
- **Phase 2:** Develop training materials including videos for bicycle safety education classes.
- **Phase 3:** Conduct bicycle safety education classes using trained instructors at 20 schools.

Background:

In 2018, the City of Costa Mesa adopted an Active Transportation Plan (ATP) that outlines the vision, strategies, and actions that will be implemented to improve active transportation and bicycling throughout the City. The City has taken a proactive approach to promote bicycling by constructing several Class I multipurpose trails at various locations in the City over the course of several years. In addition, the City has been making significant gains in implementing both on and off-street bikeways that encourage and provide opportunities for users of all ages and abilities to access their destination by bicycle. These policy and investment initiatives have prompted a sustained increase in bicycling within the community including among the many school aged children accessing the elementary, middle, and high school campuses located throughout the community. The proliferation of e-bicycle technology and ease of ownership has further increased bicycle use throughout the community, particularly among school-aged residents. A map of the city boundaries, bikeways, and schools is provided as **Exhibit 1**.

As bicycling increasingly becomes a key mode of transportation and recreation for much of the City's residents and visitors, safe bicycling habits and skills are essential for bicyclists to avoid crashes, injury, or death. As more residents turn to bicycling as an alternative to the automobile for all or some trips, it is important that safe bicycling habits and skills are taught at an early age.

The Bicycle Safety Education Program will not only teach safe bicycle skills, bicycle maintenance, and rules of the road for the individual student, but also promote bicycling as a healthy activity and valid means of transportation within the City.

Description of Work:

The project scope of services is intended to develop a comprehensive bicycle safety education program including curriculum development and outreach materials at 20 schools. The Tasks shall be coordinated to effectively develop interrelated program materials and the final product should be comprehensive and easily duplicated for future use in subsequent years. The consultant shall have total responsibility for the accuracy and completeness of all work and services.

The bicycle safety education program shall be presented at the following schools in the City of Costa Mesa and in the City of Newport Beach:

1. Adams Elementary
2. California Elementary
3. College Park Elementary
4. Kaiser Elementary
5. Killybrooke Elementary
6. Mariners Elementary
7. Newport Heights
8. Paularino Elementary
9. Pomona
10. Rea
11. Sonora
12. Victoria
13. Whittier
14. Wilson
15. Woodland
16. Ensign Intermediate School
17. TeWinkle Middle School
18. Costa Mesa Middle/High School
19. Estancia High School
20. Newport Harbor High School

The following description of work defines the general project requirements. Associated tasks and provisions necessary for a complete project, but not specifically defined herein are requested to be addressed in the proposal and undertaken within the proposed "Not to Exceed" contract fee. At a minimum the Consultant's scope of work should include, but should not be limited to, the following activities:

PHASE I – Develop Educational Curriculum Geared Toward a School-aged Audience.

The consultant shall develop educational curriculum geared to school-aged audiences ranging from elementary to high school level. A variety of information, such as beginner biking basics, rules of the road, bicycle commuting, personal safety, promoting helmet usage, bike maintenance, "how to" instruction for young cyclists to safely and confidently navigate intersections, bicycle handling skills, and biking as a group shall be provided. Classes should include both classroom instruction and road skills sessions. All generic materials should be interchangeable between traditional pedal bike and electric bicycle models, except where the material is specifically pertaining to electric bicycles.

The curriculum developed should include training geared specifically toward electric bicycle users including hazards and conflicts associated with higher-speed riding, maneuvering and stopping considerations, dynamics of driver and pedestrian behavior, electric bicycle classification and relevant laws, and any other pertinent information to ensure that the rider has adequate knowledge and ability to operate and maintain an electric bicycle.

All curriculum developed will be provided to the City in electronic form for its sole use in future bicycle safety training.

PHASE II – Develop Training Materials for Bicycle Safety Education Classes.

The consultant shall develop training materials, such as work booklets, videos, manuals and training aids for skills classes. Every effort should be taken to utilize existing quality materials, such as publications and classroom education tools developed by the League of American Bicyclists, that are available for free or at a nominal cost. Materials and graphics should be contemporary and designed for the target age group.

Similar to the curriculum developed, all training materials should be generic and interchangeable between traditional pedal bike and electric bicycle models, except where the material is specifically pertaining to electric bicycles.

All training material proofs will be provided to the City in electronic form for its sole use in future bicycle safety training.

PHASE III – Conduct Bicycle Safety Education Classes Using Trained Instructors at 20 Schools.

The consultant shall conduct Bicycle Safety Classes using trained instructors at all 20 schools listed above and shown in **Exhibit 1**. The consultant should conduct 3 classes per school over the course of one year. The times, locations, and dates of the classes are to be coordinated with School and District administration for a total of about 60 classes held throughout the City over the course of one year.

At a minimum instructors should have completed a "Traffic Skills" course from the League of American Bicyclists or similar nationally recognized organization. At least one instructor who has an active League Certified Instructor (LCI) status is required to be present at all classes both in and out of class room. Free helmets, bike frame pumps, bicycle lights, locks, patch kits and/or other bicycle-related promotional giveaways may be offered as an incentive to participate in safety classes. The cost of such giveaways shall be included in the proposal cost.

Bicycle Safety Education Classes should be both in and out of the class room and should incorporate components related to safely operating a bicycle, rules of the road, and bicycle maintenance. Components of the classes should be generic and interchangeable between traditional pedal bike and electric bicycle models, except where the class is specifically pertaining to electric bicycles.

The selected consultant will coordinate with Newport Mesa Unified School District personnel as well as with individual school principals on the class times and locations. Training materials should be prepared and distributed to students in advance of the classes. The consultant shall develop promotional materials and fliers for the City's review and supply the City with electronic copies of all presentations and training materials utilized, and coordinate with City to post on City's website.

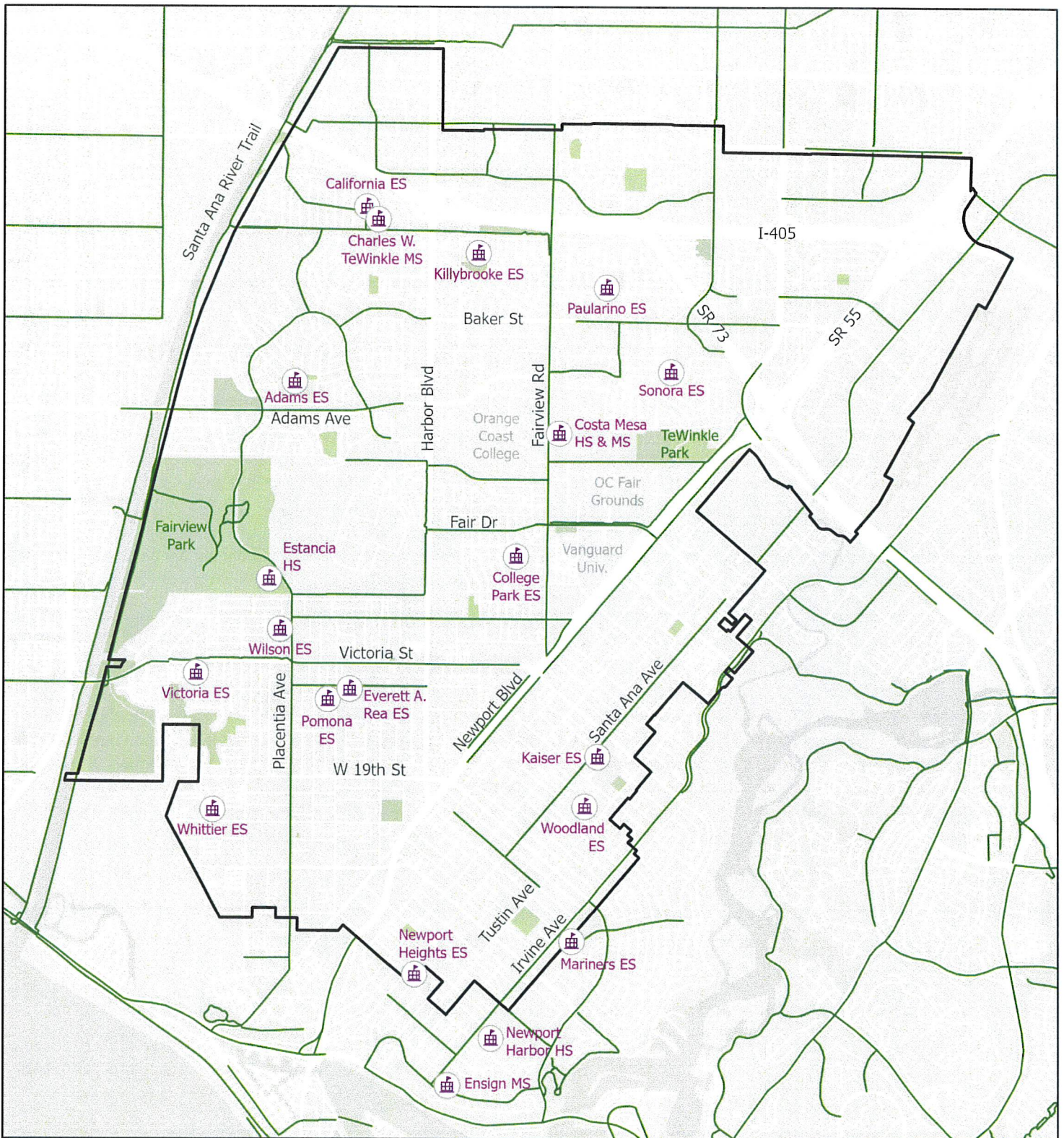
Quality Assurance/Quality Control:

Quality Control shall be consistently and thoroughly applied throughout program development. Assigned QA/QC staff shall be technically well qualified to conduct the appropriate level of

oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records shall be maintained by the Consultant on all activities. Firms considering proposal submittals are requested to have an in-house technical level of expertise to professionally address all aspects of the project.




Program development and implementation meetings shall be held once a month. The consultant shall be responsible for preparing meeting agendas, minutes, and presentation materials. A Critical Path Method (CPM) network, based on activities to support all project milestones and subtasks shall be prepared. The information will be in the form of a bar chart and show a deliverables schedule and other relevant data needed for the control of work, for City review of the work status and accomplishments occurring each month. Monthly updates shall be furnished to the City Project Manager.

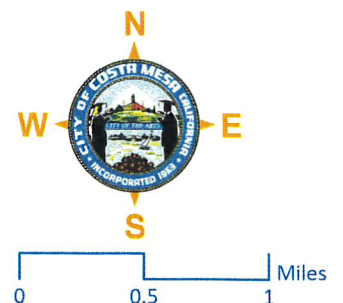
EXHIBIT 1
PROJECT VICINITY MAP



Bikeways and Schools Reference Map



-  Schools
-  Bikeways
-  City Boundary



Map Created on 06/15/2023 by Costa Mesa Information Technology & Transportation Services
 Data Source: City of Costa Mesa, Orange County Transportation Authority, Newport Mesa Unified Schools District, Esri
 Disclaimer: This map is intended for use in an RFP for a bicycle safety education program for the twenty schools

EXHIBIT B
CONSULTANT'S PROPOSAL

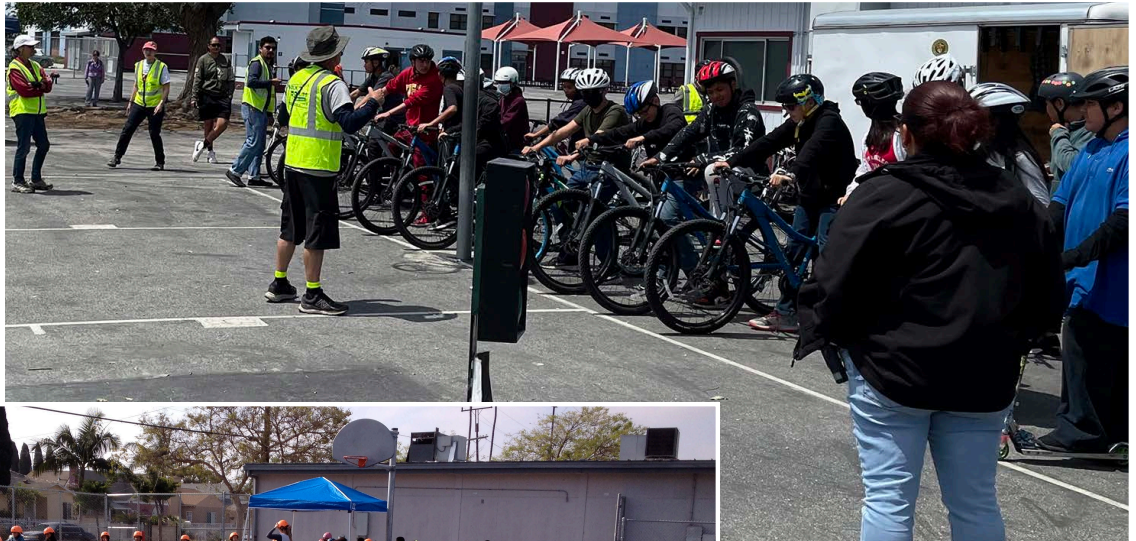


City of Costa Mesa

RFP # 23-23 Bicycle Safety Education Program

July 6, 2023

www.WalkMoreBikeMore.org





July 6, 2023
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Re: RFP # 23-23 Bicycle Safety Education Program for 20 Schools

Dear Review Committee:

On behalf of Walk 'n Rollers, I am proud to present this proposal in response to the Request for Proposals by the City of Costa Mesa. A bicycle safety program of this caliber will be transformative for the entire community. Our proposal strives to engage students, families and residents through safe cycling educational programming designed to influence change in transportation habits among the families of the target schools. Our efforts will focus on providing a wide range of education opportunities to Costa Mesa residents of all ages and the knowledge and enthusiasm to ride safely, and encourage others to do so as well.

We have assembled an expert team of professionals that are poised to meet the demands of this project and ensure efficiency, maximum engagement and creativity. Together, we have combined experience in education, encouragement, community outreach, curriculum development and delivery. Each partner brings a unique skill set to the project: Walk 'n Rollers for project leadership, educational programming and student communications, Toole Design for curriculum and materials development.

Our recent experiences in Orange County, and Costa Mesa in particular, will allow us to ramp up the program quickly and efficiently. We have enjoyed a positive relationship with Newport-Mesa School District, including being granted an M.O.U. to present bicycle and pedestrian safety education to district schools during the 2022-23 school year, having worked with five of the twenty schools through the Orange County Safe Transportation Program (OC STEP) and partnering with City Council and Costa Mesa Police Department for a Walk & Roll Festival in May 2023 at Estancia High School that included an e-bike specific course and on street group rides.

Our collaborative approach and experience working with school districts, city staff and other stakeholders establishes a foundation from which to build future programs. This approach ensures we will energetically and effectively work with students at the target schools and provide the best possible learning experience and options for growth. We believe our experience and enthusiasm will exceed your expectations and produce results the residents of Costa Mesa deserve.

The terms of the proposal are negotiable. We are open to adjusting our scope of work. I will negotiate for the team if needed. This proposal is a binding offer for 90 days. Our main office will oversee all programming for this project, located at 8800 Venice Blvd., Suite 301, Los Angeles, CA 90034

We are excited for the opportunity to work with your team in delivering first-class programming to promote and protect the health and safety of the children and residents of the City of Costa Mesa.

Sincerely;

Jim Shanman
Executive Director

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PROJECT UNDERSTANDING, APPROACH & METHODOLOGY

Strategy

As more families discover the benefits of cycling and the City of Costa Mesa works to build out a network of safer infrastructure, providing a comprehensive education program based at each school will be a key component towards success.

Reaching students at an early age is important to create a foundation for enthusiasm towards cycling as a viable transportation option. However, equally important is teaching students and families together how to safely cycle, including e-bike safety and bicycle maintenance, and take advantage of the new infrastructure, will be essential to building awareness and creating a more active, vibrant and mobile community. Utilizing a multi-level education approach ensures that all age groups are reached in the target communities and that cycling is promoted as a healthy alternative and valid means of transportation.

Costa Mesa's youth are in dire need of proper instruction, especially as it pertains to electric bicycles (e-bikes). For example, Children's Hospital Orange County (CHOC) recently published a fact sheet on e-bike safety, listing Costa Mesa as one of the top five cities in Orange County for injuries. All age groups were included in the injuries with the highest concentration being 11-16 year olds.

Fortunately though, the causes listed are mostly avoidable with appropriate education and outreach.

Essential to the success of this program and addressing the most vital safety issues will be providing multiple levels of education to reach all residents regardless of their age and ability and leaving behind a community of both trained instructors and enthusiastic leaders. We will employ a unique combination of local advocates and businesses, trained instructors and curriculum specialists to tailor an education program to address Costa Mesa's goals and priorities of providing safe cycling education to the greatest number of residents.

Further, our strategic combination of creating new, proprietary material, while also sourcing existing approved materials and utilizing established and proven methods for teaching bicycle safety will create an engaging and vibrant educational experience for all participants.

Developing and sustaining relationships with the Newport-Mesa Unified School District will provide strategic opportunities of efficiency. To this end, Walk 'n Rollers' recent M.O.U. with NMUSD (expired June 3, 2023) and track record with several of the target schools including Wilson, Pomona, Rea and Victoria Elementary Schools and Estancia High School, will help ensure a quick and smooth approach to school-based programming.

Our experience has shown that the greatest barrier to success with school-based education programs is coordination with the school district and scheduling with individual schools. To address this, it is

imperative to include district representation every step of the way. We propose adding a task force that meets at least quarterly with representation from the City, Newport-Mesa Unified School District (NMUSD), our team and local advocates to help expedite scheduling.

We recognize the urgency of this program and the City's anticipation of completing the program within one year, and are willing and able to work toward that goal.

We caution however that developing effective curriculum and efficiently scheduling 40 classes at 20 schools and six community Smart Cycling Classes may take longer than anticipated. To ensure success of the program, we propose starting with pilot schools in the Spring semester 2024 and expanding the program to the remaining schools in the 2024-25 school year allowing completion of all tasks with one school year. Working with schools we have a history of programming with, such as Wilson and Victoria Elementary Schools and Estancia High School, we can quickly enter into conversations regarding scheduling and programming. This will allow for the structure and materials to be tested, reviewed and revised to ensure maximum success with the majority of schools. It will also for an entire school year for scheduling and delivery, while also allowing time for the other target schools to become familiar with the program and property schedule events in a timely manner.

Approach and Methodology -

Our approach is based on a tiered, multi-level educational experience to ensure maximum exposure to the greatest number and age-range of participants. Rather than provide only school-based opportunities, we are proposing a series of classes aimed to educate children at school, families in the school communities and adults throughout the City with opportunities to become future instructors and leaders. Not relying solely on school-based activities, will also allow us to expedite scheduling of classes.

For Phase I, we will develop an instructional guide to accompany the League of American Bicyclists (LAB) materials. This guide will provide an overview of how to effectively deliver bicycle safety programming for children, teens and adults. Additionally, it will specifically address age-appropriate material and e-bike safety considerations. The guide will include scripts for instructors to follow and clear guidelines on how to recruit and train a team of volunteers for delivering workshops.

Phase II will rely heavily on a variety of currently available educational resources, including LAB's Smart Cycling Manual (Instructors) and Quick Guides (students) and AAA materials focused on bicycle safety. Additionally, we will develop customized PowerPoint presentations for use in Phase III, and other materials such as videos and customized materials to demonstrate safe cycling behavior.

Phase III will focus on offering a diverse range of workshops at different levels. **Each school will host two activities, resulting in a total of 40 classes,** as specified in the Project Scope of Services. The workshops will consist of a Kids Bike Skills Workshop and Family Safe Cycling

Workshop (4 hours). **In addition, six (6) Adult Smart Cycling Class (6-8 hours) are included.** Additionally, the Smart Cycling Class will incorporate a train-the-trainer component, allowing P.E. teachers and local advocates interested in teaching workshops to partake in lessons designed to lead programming throughout this program and into the future. This class will serve as the prerequisite for LAB's LCI Seminar.

We also recommend adding an LCI Seminar at the conclusion of the program to establish a team of qualified LCIs to facilitate future classes and workshops (additional cost if desired).

QUALIFICATIONS, ORGANIZATION & KEY STAFF EXPERIENCE:



Walk 'n Rollers is a grass-roots, non-profit organization focused on Safe Routes to School programming. We have provided Safe Routes to School programming, including bicycle safety education, to a diverse range of regions and cities including: Placentia, Santa Ana, Pico Rivera, Oxnard and Culver City. Additionally, our recently completed Orange County STEP Program in conjunction with OCTA included Costa Mesa, Anaheim, Westminster and Santa Ana.

Primarily utilizing League Cycling Instructors (LCI) our instructors are particularly experienced in working with children and adults alike. Our team has created curriculum, taught LAB-based classes, Kids Bike Skills Workshops and rodeos and school-based bike skills activities.

Since 2010, we have overseen and implemented city-wide SRTS programs in Culver City, Pico Rivera and Moreno Valley, orchestrated comprehensive bicycle and pedestrian education programs in Santa Ana and Oxnard and hosted hundreds of pedestrian and bicycle education events including Kids Bike Skills Courses and Workshops, Group Rides, open streets events and walk audits. Along the way we have collaborated with local government and school districts alike as well as organizations such as SCAG, Metro, OCTA, CicLAvia, National Parks Service, YMCA and Bike LA.

Executive Director and Founder Jim Shanman's experience as a parent and Culver City's Safe Routes to School Coordinator, provides Walk 'n Rollers with a SRTS expert and community champion who relates well to children and parents alike. As the SRTS Coordinator, Jim brings an understanding of how to build bridges between City Hall and School Districts and move projects forward in a collaborative process. As a League Cycling Instructor (LCI), Jim's teaching experiences underscores Walk 'n Rollers' commitment to providing quality education experiences in all of Walk 'n Rollers' activities. Walk 'n Rollers' Executive Director, Jim Shanman will serve as Project Leader. Jim is also an LCI who has taught over 100 bicycle safety classes of all levels in numerous cities and school districts.

Our Lead Instructor, Brenda Yancor brings to our team over 10 years of instructional experience as an LCI. She has worked alongside administrators at LA Unified School District to develop bike handling skills curriculum for middle school teachers and students, managed the extension and implementation of government contracts during Covid lockdown, switching from field based education to remote and created unique, interactive curriculum on bike handling skills, safety basics, as well as maintenance and mechanics.

We utilize QuickBooks for all our accounting and job tracking tasks. Through QuickBooks, we are able to accurately track staff and consultants' time, all materials, invoicing and any other job related costs and expenses.

Principal: Jim Shanman, LCI, Time commitment: 10%

Lead Instructor: Brenda Yancor, LCI, Time commitment: 25%

Administrative assistant: Chinnaly Sayarath, Time commitment: 10%



Toole Design has been a leader in the national Safe Routes to School (SRTS) movement for two decades. One of our earliest projects was a SRTS pilot program that pre-dated federal SRTS funding. We went on to prepare guidance for \$612 million in federal SRTS funding and assisted in establishing the National Center for Safe Routes to School. Since then, we have served hundreds of schools throughout the United States, working with state and local transportation departments, school boards and districts, parents, administrators, families, and students. We have outstanding experience in planning and engineering, program development and management, policy and curriculum development, and program evaluation.

Best Practice Research and Curriculum Development

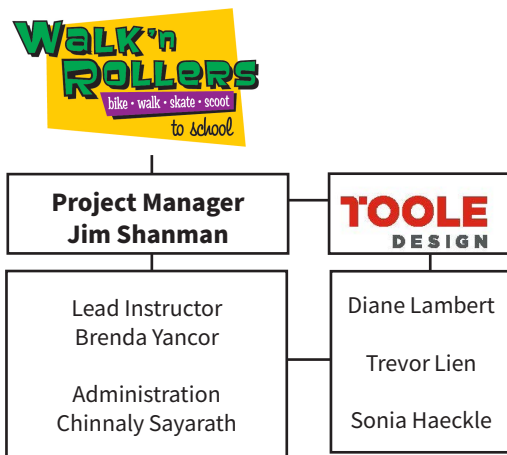
Toole Design has supported the development of child pedestrian and bicycle safety curricula, both at the national and state level. Our work includes the National Highway Traffic Safety Administration (NHTSA) Child Pedestrian Safety Curricula, Federal Highway Administration (FHWA) Pedestrian Safer Journey and Bicycle Safer Journey, Seattle School Road Safety Action Plan, and Maryland Pedestrian and Bicycle Safety Education Curriculum. As a component of each of those projects, Toole Design conducted best practice research to identify new or more effective approaches to child safety education. We will incorporate lessons learned from past research and analysis, and we have the experience to efficiently identify and assess any new materials that are necessary.

Curriculum Development: Diane Lambert, Time commitment: 10%

Instruction Lead: Trevor Lien, LCI, Time commitment, 10%

Curriculum Support: Sonia Haeckel, Time commitment, 10%

Organizational Chart



SCOPE OF SERVICES

Our proposal is based on providing a variety of educational opportunities to the widest possible audience, allowing for adaptability and flexibility to be as accommodating to school schedules and community engagement opportunities as possible. Our multi-tiered education approach will help reach the maximum amount for students while also connecting with stakeholders throughout the target schools' communities.

PHASE I

Develop Educational Curriculum Geared Toward a School-aged Audience

Establishing a baseline curriculum to support this education program will be crucial to the program's success and instrumental in establishing a toolkit to support long term sustainability.

As recognized by the City, multiple quality resources exist that could serve as the base for this new curriculum; there is no need to reinvent the wheel. Using information from our team's local and national experience as well as existing LAB materials, we will create a versatile curriculum appropriate for school-aged audiences from elementary to high school level.

Toole Design will work with the City and Newport Mesa Unified School District staff to determine the best structure and approach for the curriculum and submit draft and final curriculum deliverables, including a coordination guide, instructor guide, and teaching tips, detailed lesson plans, and skills training course diagrams, and resource and materials lists.

Our goal is to create effective yet practical safety training materials that support the development of key age-appropriate safety skills in children while accommodating the realities of the school day. To this end, we will work closely with the City and Newport Mesa Unified School District staff specifically to discuss influential factors, such as

anticipated time commitment for schools, to design a curriculum and approach that is custom designed for the schools.

All curriculum will cover a wide variety of materials from beginner to advanced and include rules of the road, bicycle commuting, personal safety, helmet fitting and usage, basic bike maintenance and essential bike handling and road riding skills, e-bike safety and other elements as appropriate and include both classroom and road skills models where applicable. Instructors will also have access to pre-developed scripts to facilitate their teaching, alongside guidelines on how to recruit and prepare a team of volunteers for conducting workshops.

Deliverables:

- *Instructional Guide*
- *Adaptable curriculum for Elementary, Middle and High School Courses*
- *PowerPoint presentations to use in Family Safe Cycling Workshops and Adult Smart Cycling Classes*
- *Instructional Guide*
- *Adaptable curriculum for Elementary, Middle and High School Courses*
- *PowerPoint presentations to use in Family Safe Cycling Workshops and Adult Smart Cycling Classes*

PHASE II

Develop Training Materials for Bicycle Safety Education Classes

Phase II will lean heavily on currently available materials, including LAB's Smart Cycling Manual (Instructors) and Quick Guides (students), AAA materials on bicycle safety. Other material will include customized PowerPoint presentations for use in Phase III and (optional) localized videos demonstrating appropriate safe cycling behavior.

In order to maximize budget and efficiency, we will utilize a combination of materials that include designing proprietary materials, customizing/branding readily available materials, and acquiring pre-made, off the shelf materials. Creating an extensive toolkit of materials will serve as a cornerstone to the program's success and provide the necessary information for the City to continue to offer educational opportunities.

Our team has years of experience creating original material for Safe routes to School programs. From designing promotional materials to creating classroom-appropriate educational videos and utilizing social media platforms to expand messages. Our approach is to be as cost effective as possible, creating original material to have the most impact when appropriate and utilizing off the shelf items for bulk items where custom printing for students at 20 schools is not feasible or efficient.

There is a plethora of materials currently available from a variety of sources that would support our approach. LAB for example, is

an excellent source for classroom materials for both instructors and students to support the higher level classes. The Auto Club of Southern California (AAA) maintains a substantial library of free safety education materials that covers helmet safety, general bicycle safety and e-bike safety and is an excellent source for large quantities of entry-level materials. ~~ImSafe.com boasts an extensive library of bicycle safety material in multiple languages and customizable materials,~~ providing activity books and classroom appropriate materials that can be branded for the program.

A schedule of items outlining which will be created and which will be procured will be presented to the project team for review, input and approval. It is imperative that any original materials be created with quality and sustainability in mind. Any such items will likewise be submitted for review and approval to ensure they meet the City's goals and accurately reflect their ideals.

Deliverables:

- Educational Materials for approximately 7,400 elementary students
- Educational Materials for approximately 2,500 middle school students
- Educational Materials for approximately 4,000 high school students
- Student materials for 20 Family Safe Cycling Workshops
- Student materials for 6 Adult Smart Cycling Workshops
- 7,600 reflective armbands
- 312 Helmets
- 312 Bike Lights
- 240 LAB Quick Guides
- 72 LAB Smart Cycling Manuals
- 11,000 Activity Books (elementary + middle school)

PHASE III

Conduct Bicycle Safety Education Classes Using Trained Instructors at 20 Schools.

Phase III will provide multiple levels of workshops and classes as described above in Phase I. Each school will host three activities for a total of 60 classes: One (1) Kids Bike Skills Course or Workshop; one (1) Family Safe Cycling Workshop (4 hours) and one (1) Adult Smart Cycling Class (6 hours). The Smart Cycling Class will also include a train-the-trainer component for local advocates interested in teaching workshops and will serve as the prerequisite for LAB's LCI Seminar.

Effective coordination and collaboration with Newport-Mesa School District to set schedules, distribute materials and ensure a smooth process will be an important element in delivery of this task. Walk 'n Rollers has a positive and ongoing relationship with both the District and several of the target schools. We do not anticipate large delays in being able to connect with and begin scheduling programming.

Approved materials will be delivered to schools for advance distribution prior to workshops, including promotional materials. This will help ensure that all students receive educational materials regardless of availability to participate in any programming. All materials will

be available for the City to promote and distribute to the best of their ability, including online and through social media.

In each class, students will receive educational materials and safety equipment as incentive to participate:

- Kids Bike Skills Workshops: Reflective armbands, educational Activity books and safety brochures
- Teen Bike Skills Workshops: Reflective armbands, educational activity books and safety brochures
- Family Safe Cycling Workshops; Reflective armbands, Helmet, bike lights, LAB Quick Guide
- Adult Smart Cycling Class: Reflective armbands, Helmet, bike lights, LAB Smart Cycling Manual

We are also recommending adding an LCI Seminar to be delivered at the culmination of the program with the goal of leaving behind a stable of LCIs to teach future classes and workshops. Students will receive a reflective armband, helmet, bike lights, LAB Smart Cycling Manual.

Classes will be structured as follows;

Option 1: After School Bike Skills Workshops

Students will be invited to participate in an after school program that will cover helmet fitting, essential bike safety rules, and a skills course to put those lessons into practice. Older students will learn the ABC Quick Check and participate in specialized activities - like our ABC Quick Check Relay - to reinforce lessons learned. Inviting children to bring their bikes to school and utilizing our fleet of bicycles, scooters and demo helmets, we can reach over 100 students in an afternoon.

Option 2: Walk + Roll Days During PE

Presenting Walk +Roll Days during PE will ensure every student is reached at this level. Our Walk + Roll Days will cover essentials of bicycle safety, including helmet fitting, ABC Quick Check and essential rules of the road, including pedestrian safety.

This option however requires access to a fleet of 50 bicycles of multiple sizes to ensure all students are able to participate. This will require an additional investment from the City in acquiring a fleet of bicycles, scooters and safety equipment and means to transport (i.e. trailer) to each school as needed.

Middle and High Schools

To ensure the maximum of students participate, we recommend safety instruction during PE. Over the period of two days per school, students with bicycles or scooters will be invited to participate in a special Bike Skills Day that will cover essentials of bicycle safety, including helmet fitting, ABC Quick Check and essential rules of the road, hazard avoidance and e-bike safety instruction.

As an alternative, this class could be offered after school or as a week-end event.

To ensure the inclusion of all students, however, will require an additional investment from the City to acquire a fleet of bicycles, scooters and safety equipment and means to transport (i.e. trailer) to each school as needed.

Family Safe Cycling Workshops

Our Family Safe Cycling Workshops are fun, engaging and entertaining. Designed for families at each target school to learn safe cycling together, this class is intended to build a cycling culture at each school. Coupled with the Kids Bike Skills Workshops, students will have multiple opportunities to learn to safely ride with confidence and understand the value of cycling as a healthy alternative.

By using various modules, multi-modal learning techniques and interactive games - such as Ride Prep Jeopardy - students learn safe cycling essentials. The class includes creative classroom time, on bike skills drills and a short group ride in the surrounding community (when applicable) to put into practice lessons learned. Together, participants learn bicycle safety essentials including bike selection and fitting, Helmet Fitting, ABC Quick Check, Rules of the Road, Scanning/Signaling techniques, Sidewalk Safety, Riding with children and E-Bike essentials and basic bicycle maintenance. All classes are led by an LCI and can be taught after school or on weekends depending on what works best for each school community.

Adult Smart Cycling Classes

The Adult Smart Cycling Class is a comprehensive bicycle safety course. Using existing LAB curriculum, this class teaches students everything they need to know to be better, safer, smarter cyclists and serves as the prerequisite to the LAB LCI Seminar for those wishing to further their education and/or teach future classes.

Designed for adults at each target school, the Adult Smart Cycling Class can also be opened to the general public. This eight-hour course includes classroom time, on bike skills drills including emergency maneuvers, and a road ride to put into practice lessons learned. Participants learn bicycle safety lessons from bike selection and fitting, Helmet Fitting, and ABC Quick Check, to Rules of the Road, Scanning/Signaling, gear shifting, emergency maneuvers (avoidance weave, rock dodge, quick stop and quick turn), E-Bike essentials and basic bicycle maintenance.

Further, to develop future community leaders, a train-the-trainer module will be included to encourage PE teachers and community stakeholders to host and teach future classes going forward.

All classes are led by an LCI and can be taught in a variety of ways: One, eight hour day; two, four hour days, hybrid version of online and in-person. This course can also be offered in Spanish.

LCI Seminar - Optional

To improve sustainability and create next generation advocates, we are recommending adding an LCI Seminar to this program to be conducted in the final months of the grant period. An LCI (League Cycling Instructor) Seminar is hosted by the League of American Bicyclists and led by our staff, to build on what the students have already learned to teach them HOW to teach bike safety instruction. This three-day seminar fully prepares the students to actively teach in the community. Successful graduates of the seminar are then certified as LCIs by the LAB. The Seminar will provide Costa Mesa with new safety education leaders to continue the progress of this program.

Deliverables:

- 15 Kids Bike Skills Workshops at Elementary Schools
- 5 Teen Bike Skills Workshops at Middle and High Schools
- 20 Family Safe Cycling Workshops
- 6 Adult Smart Cycling Classes w/ Train-the-Trainer components
- 1 LCI Seminar (optional)



EXPERIENCE AND RECORD OF SUCCESS ON SIMILAR PROJECTS

Project Lists



Culver City Comprehensive SRTS program, 2014 - present: 7 schools including development of curriculum and training of PE teachers in pedestrian safety, LAB-based bicycle safety classes, group rides, numerous community-based bike safety events, community-based safety campaigns, regular, ongoing promotion and outreach efforts to maximize participation and awareness. *Contact, Gabe Garcia, Senior Transportation Planner, 310-253-5633, gabriel.garcia@culvercity.org*

Oxnard SRTS Program, 2022-present: Education and encouragement activities with up to 20 schools (Phase I + Phase II). To date, activities have included conducting 2 days of middle school bicycle safety education and pedestrian safety assemblies and classroom presentations at four elementary schools. *Debbie O'Leary, 805-200-5283, debbie.oleary@oxnard.org*

OC Safe Transportation Education Program (STEP), 2020-2023: On a team with education and encouragement facilitation for up to 25 schools, including coordinating safety curriculum for training videos to meet CA education standards, as well as a pilot e-bike training course. All eight schools we were tasked with conducted walk to school days, pedestrian safety assemblies and school-based Kids Bike Skills Workshops. *Contact: Kristin Haukom, Planning Associate, Alta Planning + Design, 619-987-7977; kristinhaukom@altaplanning.com*

Orange County Pedestrian and Bicycle Safety Program, 2019: Pedestrian and Bicycle Safety Education and Outreach in multiple cities throughout the county, including leading a series of Smart Cycling Classes and LCI Seminar. 500 helmets and sets of bike lights were distributed, 2,000 pedestrian reflectors and safety information were distributed to transit users, eight Safe Cycling Classes and one LCI Seminar were conducted during the six-month program period throughout the County. *Contact: Paul Martin, 949-697-7840; pmartin@markthomas.com*

Moreno Valley SRTS Program, 2019-2020: Comprehensive SRTS program, 11 schools. This comprehensive SRTS program connected with 11 schools revolving around recent safe routes infrastructure implementation. Separate engagement programming was developed for the elementary, middle and high schools to educate families on the values of active transportation and provide encouragement activities to increase the numbers of kids walking or biking to school and improve safety. The program included walk to school encouragement activities, community bike skills activities and a high school developed PSA. COVID restric-

tions forced the program to pivot to online and contact-free activities. *Contact: Quang Ngyuen, quagn@moval.org*

Santa Ana Bicycle Education, 2018: Delivered a series of safety classes and retraining courses for area LCIs. *Contact: Cory Wilkerson, Principal Traffic Engineer, City of Anaheim, 661-313-8062, CWilkerson@Anaheim.net*

Lennox Bicycle and Pedestrian Safety Education: 2017-2020, extensive bicycle and pedestrian safety education programming on campus during PE at five elementary schools.

Pico Rivera SRTS Program, 2014 - 2015: Comprehensive SRTS program at 11 schools over two years. Included was extensive school outreach, bicycle and pedestrian safety education and guidance in hosting Walk to School Days.



Alameda County Transportation Commission Safe Routes to School Program, Alameda County, CA: Toole Design's role on the Alameda SRTS includes overall program management and implementation for schools and is responsible for the oversight of a team of non-profit site coordinators who provide programmatic support to schools to implement ongoing Walk and Roll to School days, large events, training and classes, and other activities. The Toole Design and site coordinator team is also responsible for the recruitment of new schools and school champions, who implement the program at schools and track performance measures. We also lead efforts to develop communication and outreach materials and newsletters; assess current school-level and district-level policies; develop curriculum to better integrate the SRTS program at schools; and conduct ongoing events at individual schools and across Alameda County.

Safe Routes to School Curriculum Toolkit & Content Development and Program Analysis and Evaluation, Philadelphia, PA: Toole Design aligned the City's Safe Routes to School program, Safe Routes Philly, with its Vision Zero program and revamped Philadelphia's child safety education program to include age-appropriate educational resources and safety messages for elementary and high school students. As part of this effort Toole Design developed bicycle and pedestrian safety lesson plans and teaching materials for students in grades K-1, 2-3, and 4-5, parent/caregiver tip sheets to reinforce core pedestrian safety lessons and encourage practice at home, a Safe Routes Philly Activity Book, which is designed for children ages 8-11 and aimed at reinforcing an understanding of critical safety lessons for independent walking and bicycling, a Do-It-Yourself Traffic Garden Guide for pop-up and temporary installations, high school transportation lessons that introduce more complex thinking on historical transportation practice and how community transportation systems are designed and Safe Routes to School Video Storyboards to guide the future development of short videos to relay safety messages and encourage walking and bicycling.

Orange County Safe Routes to School Action Plan | Orange County, CA, Toole Design led the development of Orange County's first-ever Safe Routes to School Action Plan that involved coordinating a county-wide stakeholder and community engagement process, working directly with Orange County school districts and schools, developing a multi-pronged communications campaign for the Action Plan project, including developing a website, overseeing social media, and publishing newsletters and project updates, led 10 walk audits at the top prioritized schools and piloted a Safe Routes to School toolkit deployment. We also led the development and facilitation of a county-wide Stakeholder Advisory Committee, managing over 50 committee members through a participatory strategic planning process.

Anne Arundel Safe Routes to School Safety Training | Anne Arundel County, MD, Toole Design is working with Anne Arundel County to develop infrastructure recommendations at 17 elementary schools and pilot a safety training program at 10 of them. To develop lesson plans for the bicycle and pedestrian safety training program, Toole Design staff is working closely with a small committee comprised of county staff, school district physical education teachers, and bicycle advocates. This has allowed us to tailor a program and lesson structure that would fit within the school's elementary school education and logistical needs, while also being realistic to implement: Pedal Power Kids, a small non-profit organization, will be piloting the safety training program at Anne Arundel County Public Schools in September and October of 2023.

The pedestrian safety lessons are designed for very young children in kindergarten through second grade, and rely on reading and an accompanying felt board activity, followed by a walk outside to practice safety skills. The bicycle safety lessons were conducted entirely within the school gymnasium and will cover helmet safety, stopping and starting, entering the road, and looking over the shoulder. The lesson structure can be adapted and implemented for all 90+ schools in the school district over the course of a 3-year rotating schedule.

QUALITY ASSURANCE/QUALITY CONTROL:

Walk 'n Rollers and Toole Design have distinguished track records of working on highly complex and successful projects that satisfy project goals, timelines and established budgets. Key to this success is clear and consistent communications amongst all partners and team members. Regular meetings, well documented with follow up notes and task lists help all stakeholders stay abreast of project activities with an aim to avert problems before they arise. Our proposed Task Force, in addition to monthly team meetings, will allow for opportunities for input every step of the way.

Project milestones, goals and progress will be tracked in a bar chart accompanied by a deliverables schedule and timeline updated regularly. All program materials will be saved online and accessible by all appropriate stakeholders.

Program Administration

Work Plan

Walk 'n Rollers will lead all program administration, contracting, and quality control. At the start of the program year, we will develop a detailed work plan and production schedule that clarifies roles and responsibilities, shows review and revision timelines, and tracks progress towards goals. We will review the work plan with the City of Costa Mesa Project Manager during ongoing check-in meetings. We will develop a quality assurance/quality control (QA/QC) procedure to ensure that work completed by our subconsultant meets our high standards for quality. Walk 'n Rollers will prepare monthly invoices and progress reports that shows tasks and deliverables completed, budget status for all tasks, and direct expenses spent. The Walk 'n Roller Team will complete twice annual contract performance assessments.

Walk 'n Rollers takes great strides to provide an efficient and productive Work Plan. All team members are in constant communication internally and with stakeholders to insure we are meeting the projects goals and timelines. Each project is assigned a specific job number that allows us to easily track time and expenses internally. Weekly internal staff meetings on all Walk 'n Rollers' projects allows us to make adjustments and shift resources as necessary to where they are needed most and avert potential crises. Monthly team meetings and open communications throughout the project's duration allow us to receive input from all team members on all tasks further allowing us to adapt as the project changes.

Quality Control

Walk 'n Rollers is proud of our track record on delivery of high quality, highly effective programming. Executive Director Jim Shanman is involved in most stages of planning and delivery of each task insuring a consistent level of quality throughout the project. Our regular meetings and on-site management keep us on task and on target. Simply put, we aim for our best at every stage of every task, from the first stakeholder meeting to the final project report, from community events to education programming.

Cost Control

Walk 'n Rollers utilizes QuickBooks, an accounting system which allows us to track and report on every job at Walk 'n Rollers. Once information is input we can easily generate reports that include staff hours, expenses and receivables. Knowing how complicated projects can be, we maintain extensive spreadsheets for easy tracking of job details and refer to them regularly to make sure we are on budget every step of the way. For example, for our project in Culver City (4 years \$500,000), we maintained spreadsheets that tracked all expenses for 34 tasks as well as the monthly expense report required by CalTrans.

WnR Project Timeline: Costa Mesa Bicycle Safety Education					WnR Project Timeline: Costa Mesa Bicycle Safety Education												WnR Project Timeline: Costa Mesa Bicycle Safety Education							
Project Schedule	Key Party	2023			2023												2024							
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	
Meetings, Coord																								
Kickoff	WnR																							
Monthly Team Meetings	WnR																							
Quarterly Task Force Meetings																								
Phase I																								
Curriculum Development	Toole																							
Curriculum Approval	Toole																							
Curriculum Revise, Finalize	Toole																							
Phase II																								
Coord w/ City and District on material p	WnR																							
Procuring materials	WnR																							
Phase III																								
Rollout of Classes (1 yr timeline)	WnR																							
Pilot Programs (Recommended)	WnR																							
Rollout of Classes (Recommended)	WnR																							
LCI Seminar (Optional)	WnR																							
Quality Assurance and Control																								
Planning, coordination	WnR																							
Invoicing	WnR																							
Reports	WnR																							
LCI Seminar - OPTIONAL																								
Planning	WnR																							
Hosting	WnR																							
Summary Report																								
Data Collection	WnR, Toole																							
Summary Report	WnR																							



EXHIBIT C

PROPOSED FEE AGREEMENT

Walk 'n Rollers Fee Proposal																				
Costa Mesa: BICYCLE SAFETY EDUCATION PROGRAM FOR TWENTY SCHOOLS RFP NO. 23-23																				
Task	Walk 'n Rollers								Tool Design								Materials	Total Cost		
	Jim Shanman		Brenda Yancor		Imelda Romero		Chinnaly Sayarath		Diane Lambert		Trevor Lien		Sonia Haeckel							
	Project Lead		Lead Instructor		Instructors/Staff		Administrative Asst.		Principal		Project Assistant		Toole Project Lead		Graphic Designer					
Hourly Rates	\$150.00	HRS	\$100.00	HRS	\$75.00	HRS	\$50.00	HRS	\$220.00	HRS	\$175.00	HRS	\$160.00	HRS	\$120.00	HRS				
Administration/Meetings																				
Administration	\$300.00	2	\$0.00				\$1,800.00	36	\$220.00	1			\$640.00	4				\$2,960.00		
Team Meetings, Monthly, 18 months	\$1,350.00	9	\$900.00	9							\$700.00	4	\$640.00	4				\$3,590.00		
Task Force Meetings, every other month, 9 months (combined with	\$1,350.00	9	\$900.00	9														\$2,250.00		
PHASE I: Develop Educational Curriculum Geared Toward a School-aged Audience.																				
Curriculum Development: Kids Bike Skills	\$300.00	2	\$600.00	6			\$100.00	2	\$220.00	1	\$350.00	2	\$800.00	5				\$2,370.00		
Curriculum Development: Family Safe Cycling	\$300.00	2	\$200.00	2			\$100.00	2			\$350.00	2	\$800.00	5				\$1,750.00		
Curriculum Development: Adult Smart Cycling	\$300.00	2	\$200.00	2			\$100.00	2										\$600.00		
Design, Production of materials (materials list TBD)	\$300.00	2							\$220.00	1	\$1,050.00	6	\$2,560.00	16	\$1,920.00	16		\$6,050.00		
Finalization, approvals, print production (materials list TBD)	\$300.00	2							\$220.00	1	\$1,050.00	6	\$1,600.00	10	\$480.00	4		\$3,650.00		
Total Phase I																		\$23,220.00		
PHASE II: Develop Training Materials for Bicycle Education Classes																				
Coordination: Oversight of materials to be produced, coordin	\$450.00	3			\$1,500.00	20	\$500.00	10	\$440.00	2	\$700.00	4	\$640.00	4	\$240.00	2		\$4,470.00		
Design, production: Creative development, print production a	\$450.00	3			\$1,500.00	20			\$440.00	2	\$3,500.00	20	\$5,440.00	34	\$6,480.00	54		\$17,810.00		
Procurement: Helmets, lights, reflective gear, booklets, man	\$450.00	3					\$500.00	10									\$28,342.00	\$29,292.00		
Total Phase II																		\$51,572.00		
PHASE III - Conduct Bicycle Safety Education Classes Using Trained Instructors at 20 Schools.																				
Coordination	\$1,500.00	10	\$650.00	6.5	\$375.00	5	\$500.00	10										\$3,025.00		
Delivery of Classes 2 classes at 20 schools, + 6 Smart Cycling Classes 46 classes/workshops total)			\$33,200.00	332	\$33,375.00	445												\$66,575.00		
Outreach, Promotion	\$600.00	4	\$1,100.00	11	\$375.00	5	\$500.00	10										\$2,575.00		
Printing of promotional materials																	\$3,000.00	\$3,000.00		
Total Phase III																		\$75,175		
Total Hrs		53		378		495		46		7		40		82		76				
Total Costs	\$7,950.00		\$37,750.00		\$37,125.00		\$4,100.00		\$1,760.00		\$7,700.00		\$13,120.00		\$9,120.00		\$31,342.00	\$149,967.00		
Total Project Cost Estimate	Walk N Rollers Labor Cost:						\$86,925.00		Toole Design Labor Cost:						\$31,700.00			\$149,967	check	
Optional Items																				
LCI Seminar (LAB's Fees, Instruction, Materials, Staff Time)																	10,000			
Activity Books from I'm Safe for elementary and Middle School																	15,000			
Costa Mesa Bicycle fleet (50 bikes, scooters, signs, cones, + Trailer)																	15,000			
Instructional and/or promotional videos																	10,000			



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1428

Meeting Date: 11/7/2023

TITLE:

REJECT ALL BIDS - ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT, FEDERAL PROJECT NO. CML-5312(104), CITY PROJECT NO. 23-01

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 reject all bids for the Adams Avenue and Pinecreek Drive Intersection Project, Federal Project No. CML-5312(104), City Project No. 23-01, and direct staff to re-advertise the project.

BACKGROUND:

The Adams Avenue and Pinecreek Drive Intersection Project is an approved Capital Improvement Program (CIP) project. It provides multi-modal intersection improvements at the intersection of Adams Avenue and Pinecreek Drive which encourages bicycling and improved mobility per the City's approved Active Transportation Plan (ATP).

The multi-modal improvements at the intersection of Adams Avenue and Pinecreek Drive were designed to include removal of existing right turn slip lanes, slurry seal improvements, new Class 1 bicycle facilities, bicycle and pedestrian ramps, new signalized crosswalk on the west leg of the intersection, traffic signal modifications, new pavement striping and markings consisting of green thermoplastic conflict zones, a bicycle box, and high visibility crosswalks.

ANALYSIS:

Staff received two (2) bids for this project during the bid opening on September 11, 2023. The bid analysis is shown as Attachment 1.

The apparent low bidder, Gentry General Engineering, Inc., submitted a bid of \$2,788,641, which was significantly higher than the Engineer's estimate. Staff recommends that all bids be rejected and the project to be re-advertised.

Re-advertisement of the project will allow staff the opportunity to re-evaluate current construction prices, re-evaluate the scope of work, and allow other potential bidders to submit bids.

ALTERNATIVES:

The alternative would be to reject the staff's recommendation and award to the low bidder, Gentry General Engineering, Inc. Staff does not recommend this alternative since the funding required for the low bidder is significantly higher than the allotted budget and Engineer's estimate.

FISCAL REVIEW:

There is no fiscal review since this item is administrative in nature.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends the City Council reject all bids for the Adams Avenue and Pinecreek Drive Intersection Project, Federal Project No. CML-5312(104), City Project No. 23-01, and direct staff to re-advertise the project.

ATTACHMENT 1

**CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT**

ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT

FEDERAL PROJECT NO. CML-5312(104), CITY PROJECT NO. 23-01

BID OPENING RESULTS: SEPTEMBER 11, 2023

<i>Bidder</i>	<i>City</i>	<i>Total Base Bid</i>
1. GENTRY GENERAL ENGINEERING	<i>Rancho Cucamonga</i>	\$2,788,641.00
2. EXCEL PAVING	<i>Long Beach</i>	\$3,678,875.00

ENGINEER'S ESTIMATE \$1,781,294.00



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1433

Meeting Date: 11/7/2023

TITLE:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA AMENDING TITLE 9 (LICENSES AND BUSINESS REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE BY ADDING CHAPTER II (REGULATION OF CERTAIN BUSINESSES, ARTICLE 24 (JUST CAUSE RESIDENTIAL TENANT PROTECTIONS)

DEPARTMENT: CITY MANAGER'S OFFICE, ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT

PRESENTED BY: JENNIFER LE, DIRECTOR, ECONOMIC AND DEVELOPMENT SERVICES AND NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER

CONTACT INFORMATION: NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER, (714) 754-5274

RECOMMENDATION:

1. Introduce and give first reading, waiving further reading, to Ordinance No. 2023-XX Amending Title 9 (Licenses and Business Regulations) of the Costa Mesa Municipal Code by Adding Chapter II (Regulation of Certain Businesses), Article 24 (Just Cause Residential Tenant Protections) and/or adopt Ordinance No. 2023-XX, an Urgency Ordinance Amending Title 9 (Licenses and Business Regulations) of the Costa Mesa Municipal Code by Adding Chapter II (Regulation of Certain Businesses), Article 24 (Just Cause Residential Tenant Protections).
2. Appropriate a total of \$300,000 from uncommitted American Rescue Plan Funds (ARPA) to provide supplemental rental assistance to households facing no-fault just cause eviction, and authorize the City Manager, City Attorney, and City Clerk to approve and execute new or amended agreements with existing program providers.
3. Allocate \$250,000 from uncommitted ARPA funds to the Law Offices of Jones Mayer, increasing the scope of the contract to include eviction and rental-related legal services, including but not limited to court filings, to enforce the eviction protection provisions of the Costa Mesa Municipal Code regarding unlawful acts in connection with no-fault just cause evictions.
4. Approve the addition of three (3) Full Time Equivalent (FTE) staff positions to implement, monitor, and enforce the subject Ordinance, with an additional FTE at the discretion of the City Manager. The staff positions include one Community Outreach Worker in the Neighborhood Improvement Division, one (1) Senior Planner, and one (1) Code Enforcement Officer II in the Economic and Development Services Department. Appropriation authority is requested at an estimated \$300,000 for the remainder of the fiscal year from uncommitted ARPA (American Rescue Plan Act) Funds to cover the fiscal impact of the additional positions.



Agenda Report

Item #: 23-1224

Meeting Date: 11/07/2023

TITLE:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA AMENDING TITLE 9 (LICENSES AND BUSINESS REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE BY ADDING CHAPTER II (REGULATION OF CERTAIN BUSINESSES, ARTICLE 24 (JUST CAUSE RESIDENTIAL TENANT PROTECTIONS)

DEPARTMENT: CITY MANAGER'S OFFICE, ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT

PRESENTED BY: JENNIFER LE, DIRECTOR, ECONOMIC AND DEVELOPMENT SERVICES AND NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER

CONTACT INFORMATION: NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER (714) 754-5274

RECOMMENDATION:

1. Introduce and give first reading, waiving further reading, to Ordinance No. 2023-XX Amending Title 9 (Licenses and Business Regulations) of the Costa Mesa Municipal Code by Adding Chapter II (Regulation of Certain Businesses), Article 24 (Just Cause Residential Tenant Protections) and/or adopt Ordinance No. 2023-XX, an Urgency Ordinance Amending Title 9 (Licenses and Business Regulations) of the Costa Mesa Municipal Code by Adding Chapter II (Regulation of Certain Businesses), Article 24 (Just Cause Residential Tenant Protections).
2. Appropriate a total of \$300,000 from uncommitted American Rescue Plan Funds (ARPA) to provide supplemental rental assistance to households facing no-fault just cause eviction, and authorize the City Manager, City Attorney, and City Clerk to approve and execute new or amended agreements with existing program providers.
3. Allocate \$250,000 from uncommitted ARPA funds to the Law Offices of Jones Mayer, increasing the scope of the contract to include eviction and rental-related legal services, including but not limited to court filings, to enforce the eviction protection provisions of the Costa Mesa Municipal Code regarding unlawful acts in connection with no-fault just cause evictions.
4. Approve the addition of three (3) Full Time Equivalent (FTE) staff positions to implement, monitor, and enforce the subject Ordinance, with an additional FTE at the discretion of the City Manager. The staff positions include one Community Outreach Worker in the Neighborhood Improvement Division, one (1) Senior Planner, and one (1) Code Enforcement Officer II in the Economic and Development Services Department. Appropriation authority is requested at an estimated \$300,000 for the remainder of the fiscal year from uncommitted ARPA (American Rescue Plan Act) Funds to cover the fiscal impact of the additional positions.

BACKGROUND:Assembly Bill 1482

On October 8, 2019, the Governor of California signed into law Assembly Bill 1482 (AB1482), otherwise known as the Tenant Protection Act of 2019. In summary, AB1482 prohibits owners of residential real property from evicting a tenant without just cause when said tenant has occupied a residential unit for a minimum of 12 consecutive months. AB 1482 further delineates just cause evictions into two separate categories: At-Fault and No-Fault. As their names imply, just cause at-fault evictions are triggered when a tenant performs or fails to perform specific actions that cause an owner to terminate a lease, whereas no-fault just cause evictions are actions taken by the owner to terminate a lease absent any wrongdoing by the tenant.

AB-1482 allows owners to issue an at-fault just cause eviction for any of the following:

- Failure to pay rent
- Breach of a material term of the lease
- Allowing or causing a nuisance
- Committing waste
- Failure to execute an extension upon expiration of the lease
- Criminal activity
- Subletting in violation of the lease
- Failure to allow the owner to enter the real property
- Using the property for an unlawful purpose
- An employee or agent of the owner fails to vacate upon being terminated
- Failure of tenant to surrender the property after providing written notice of their intent to surrender

Further, AB-1482 allows owners to issue a no-fault just cause eviction for any of the following:

- Intent to occupy the property by the owner or an immediate family member
- Withdrawal of the property from the rental market
- Complying with an order from a government agency, court, or ordinance
- Intent to demolish or substantially rehabilitate the property
 - “Substantially rehabilitate” is defined as the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency - or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws – that cannot be reasonably accomplished in a safe manner while allowing the tenant to remain living in the unit and that requires the tenant to vacate the property for at least 30 consecutive days.

Senate Bill 567

On September 30, 2023, the Governor of California signed into law Senate Bill 567 (SB567), which amends AB1482 to place additional requirements on owners of residential property when issuing no-fault just cause evictions, as well as to prescribe new enforcement mechanisms with respect to the provisions of AB1482 and SB567. Many of the new provisions take effect on April 1, 2024. Specifically, SB567 will require owners, when issuing a no-fault just cause eviction based on an intent to occupy the property, to move into the property, or have the designated family member do so, within 90 days of the tenant vacating the unit and to maintain occupancy for a minimum period of 12 consecutive months.

Further, SB567 requires owners, when issuing a no-fault just cause eviction for intent to demolish or substantially rehabilitate the property, to provide written notice to tenants informing them of the intent to demolish or substantially rehabilitate the property, a description of the substantial rehabilitation to be completed, approximate estimated duration of the substantial rehabilitation or expected date the property is to be demolished, and a copy of the building permit or permits required to undertake the substantial remodel or demolition, or a copy of the contract for work not requiring any permits.

Lastly, SB567 prescribes new enforcement mechanisms by making an owner who issues a notice of eviction in violation of AB1482 and/or SB567 liable to the tenant in a civil action for damages of up to 3 times the actual damages, in addition to punitive damages.

Both AB1482 and SB567 require owners, when issuing a no-fault just cause eviction for any of the authorized provisions, to notify the tenant in writing of their right to relocation assistance or rent waiver equal to one month of the tenant's current rent. Relocation assistance must be paid directly to the tenant within 15 days of receiving the notice to vacate. An owner's failure to comply with the requirements of either Bill renders a notice of tenancy termination void.

Continuation of First Reading

On October 17, 2023, City staff introduced for the first reading a proposed Tenant Protection Ordinance. The City Council voted to continue the first reading of the proposed Ordinance to a future meeting for additional discussion. Further information regarding this initial meeting can be found here:

- [Agenda Report](#)
- [Draft Ordinance](#)
- [Council Meeting Video](#)

ANALYSIS:

Costa Mesa Rental Housing Data

Costa Mesa has approximately 43,000 housing units; 60 percent of those housing units are renter-occupied and 40 percent are owner-occupied. Of the total number of housing units, 38 percent are single family detached homes, 10 percent are single family attached homes (e.g., townhomes or condominiums), 50 percent are multifamily homes (e.g., apartment units), and 2 percent are mobile homes.

Approximately 9 percent of Costa Mesa's housing units were built in the last 15 years, with the majority built between 1960 and 1980. Staff estimates approximately 10 percent of residential properties in Costa Mesa are owned by a corporation or trust, with the majority owned by individuals. However, more information is needed to determine the number of renter-occupied homes owned by a corporation, as in many cases multiple apartment units would likely be located on a single property.

Costa Mesa Eviction Data

Between July 1, 2023, and October 16, 2023, the City received correspondence from 41 households who were issued a no-fault just cause eviction notice. In the nine (9) days to follow, from October 17, 2023, through October 26, 2023, the City received additional correspondence from 22 households (79 total individuals including children) who were issued mostly no-fault just cause eviction notices.

More recently, on Friday, October 27th, the Constituent Services Team was contacted by the Newport Mesa School District's (NMUSD) School Community Facilitator at Pomona Elementary regarding four (4) homeless families whose children attend Pomona Elementary School. Among the four families, there are a total of 11 children whose ages range from 1 to 18 years old. The two member Constituent Services Team worked with the City's Neighborhood Improvement Division staff that operates the Costa Mesa Bridge Shelter to arrange for the families to be immediately placed in motels. Below is a table providing the details for each family situation.

Family	Eviction Type	Current Situation	Total Residents
1	At-Fault	Mother living with son in a motel	2
2	N/A	Mother living with children in a vehicle	6
3	No-Fault	Mother and son homeless (couch surfing)	2
4	No-Fault	Parents living with children in a vehicle	6

It is important to note that the cause of at-fault eviction was due to a default in payment. The rental rate had been increased by 20% since their start of tenancy. The significant spike in the rental rate was untenable based on their monthly income resulting in default of payment. The two families evicted at no-fault were a result of the landlord's intent to substantially rehabilitate the unit or the property owner's intent to move into the property.

At least two of the families were living in their vehicles with a total of 12 individuals, nine of whom were children. Others had no livable quarters to move into. At least one family had up to five children.

As a result, the Constituent Services Team worked over the weekend to provide as much assistance as possible, as well as the Community Outreach Supervisor. The City has received requests for assistance from 63 households facing no-fault just cause eviction in the last four (4) months. In addition, within the last year, Code Enforcement received 14 complaints regarding residential evictions; 10 were reportedly

due to substantial rehabilitation, two reported that owners did not want to make requested repairs and eviction notices were issued and two complaints did not contain sufficient information to determine the reported cause of the eviction.

Lastly, based on the most recent report provided by Legal Aid, in the last 90 days they received 30 housing related complaints from the City of Costa Mesa.

Costa Mesa Tenant Protection Ordinance

In an effort to enhance the provisions outlined in AB-1482 and SB-567 and augment our own system of care, and pursuant to City Council direction, City staff prepared a Tenant Protection Ordinance (Ordinance) to provide support to renters facing no-fault just cause eviction. The proposed Ordinance is identical to the provisions outlined in AB-1482 and SB-567 with three (3) noteworthy enhancements:

1. As prescribed by law, SB-567 goes into effect on April 1, 2024. In an effort to offer immediate assistance to Costa Mesa residents facing no-fault just cause eviction, the City's Tenant Protection Ordinance would go into effect 30 days after Council approval, unless the City Council adopts an urgency ordinance, which would then take effect immediately.
2. In addition to the State law provision requiring owners to provide a notice to tenants of their intent to issue a no-fault just cause eviction which contains the information required by law, the Ordinance would require owners to notify the City within three (3) business days after giving notice to their tenant. Failure to properly notify would render a notice to vacate void. A copy of the draft Notice is attached to this report for review.
3. AB-1482 and SB-567 require owners to pay tenants who have been issued a no-fault just cause eviction relocation assistance equal to one month of their current rent or waive the tenant's final month of rent. The Ordinance would require owners to pay tenants being issued a no-fault just cause eviction relocation benefits equal to two (2) months of Fair Market Rent (FMR) as determined annually by the U.S. Department of Housing and Urban Development (HUD) or waive the tenant's final two months of rent and, if FMR is higher than the current rent, make a payment to the tenant to cover the difference.

The following table represents the relocation assistance rates proposed in the Ordinance (i.e., two months of HUD Fair Market Rent):

Zip Code	Studio	One-Bedroom	Two-Bedroom	Three-Bedroom
92626	\$4,960	\$5,280	\$6,280	\$8,500
92627	\$4,240	\$4,520	\$5,360	\$7,260

Procedural Overview and Staffing/Funding Needs

As stated previously, the Ordinance, if approved, will require property owners to notify the City within three (3) business days upon issuing a no-fault just cause eviction. As currently envisioned, these notices would be reviewed by a Community Outreach Worker whose role will be to act as 1) an objective third-party liaison between owners and tenants to ensure compliance with the noticing requirements of AB-

1482 and SB-567, and case manager to ensure each household facing eviction is connected with available resources to achieve a positive outcome. Based on available data, it is estimated the City could receive as many as 170 no-fault eviction notices over the next 12 months. In order to prioritize the timely review and response to no fault eviction notices, staff dedicated to the implementation and enforcement of the proposed Ordinance are needed. Staff envisions that, initially, one Community Outreach Worker would be hired to fulfill this function. However, staff has requested the City Council authorize adding a second Community Outreach Worker depending on caseload and at the discretion of the City Manager. The fully burdened cost to hire two (2) Community Outreach Workers to accommodate the estimated caseload is \$260,000 per year (\$130,000 each).

Upon receiving a notice that is *out of compliance* with State law, the Outreach Worker will work with the property owner to address the lack of compliance or otherwise take appropriate actions to comply with the requirements of SB-567. In cases where the Outreach Worker is unable to make a determination themselves, the notice will be forwarded to a dedicated staff member in the Development Services Department for review and final determination. Cases requiring field investigations to determine compliance with State law will be forwarded to the Code Enforcement Division for additional follow-up, as needed. As with all investigations of potential violations of the Municipal Code, Code Enforcement staff will work with the City Prosecutor's office when needed. Regarding staffing, in order to prioritize the timely review and response to no fault eviction notices, Development Services staff dedicated to the implementation and enforcement of the proposed Ordinance are needed. Staff envisions that, initially, a Senior Planner would be hired to fulfill this function. However, staff has requested the City Council authorize adding a second position in Code Enforcement at the discretion of the City Manager and depending on demand for more complex compliance services. The fully encumbered cost to hire a Senior Planner II is \$187,000 and the fully encumbered cost to hire a Code Enforcement Officer II is \$152,000.

Upon determining a notice is *in compliance* with State law, the Outreach Worker will work with the household to provide housing navigation and eligibility pre-screening for access to additional financial assistance from one of the City's authorized rental assistance providers. Staff is requesting an appropriation of \$300,000 in uncommitted American Rescue Plan Assistance emergency funds to ensure our providers have the capacity to provide rental assistance to very low-income Costa Mesa households facing evictions. Staff is requesting that the City Council authorize the City Manager, City Attorney and City Clerk to approve and execute new agreements and/or amendments to agreements as needed to increase the not-to-exceed amounts for Families Forward and SPIN who provide rental assistance to Costa Mesa families and individuals at risk of homelessness.

As needed, and only in cases when voluntary compliance with State or local law is unable to be achieved, the Outreach Worker, in coordination with the Code Enforcement Division, will refer cases to the City Attorney's Office for review and potential court filing pertaining to violations of the eviction protection provisions of the Costa Mesa Municipal Code. Expenditures for these legal services will be based on billable hours; as such, no additional staffing is required. The hourly rate for the Law Offices of Jones Mayer is \$252 per hour. With a \$100,000 appropriation, almost 400 hours of service could be provided.

Community Outreach and Education

Upon approval of the Ordinance, City staff will implement a Community Outreach and Education Plan (Plan) to inform both owners and tenants of their rights regarding evictions as well as the resources available to them. The Plan will include:

- Bilingual public education regarding the rights and responsibilities of owners and tenants via the City's website, social media, printed flyers, workshops, etc.
- Targeted outreach to owners and tenants of multifamily housing projects
- Continued education regarding available rental assistance and legal aid resources
- Community partner outreach to schools, stakeholders, apartment associations, nonprofits, service providers, etc.

ALTERNATIVES:

1. The City Council can elect to adopt an Emergency Ordinance to help mitigate the number of future no fault just cause evictions as soon as possible to avoid further displacement of families and children, and potential homelessness during the next two months of November and December. This is being presented as an option given the length of time it would take for the Ordinance to come into effect which is 30 days after the second reading on December 5, 2023, in other words January 4, 2023. This would be particularly difficult for the families but also for staff to manage going into the holiday season. A draft Emergency Ordinance has been attached to this item to allow for immediate passage if the Council deems preferable.
2. The City Council can elect to reduce the amount of Relocation Assistance required to be paid by owners issuing a no-fault just cause eviction from two (2) months of FMR to one (1) month of FMR.
3. The City Council can elect to forgo adopting a Tenant Protection Ordinance, which would cause evictions in Costa Mesa to only follow the provisions outlined in AB-1482 and (beginning April 1, 2024) SB-567. Enforcement of eviction laws would continue to rely on owners and/or evicted tenants filing civil litigation cases ultimately decided by the court system.

FISCAL REVIEW:

There is no fiscal impact to the adoption of the proposed Tenant Protection Ordinance. The annual impact for the requested full-time positions is estimated at \$600,000, however the cost for the remainder of the current fiscal year is \$300,000. The Law Offices of Jones Mayer fiscal impact is estimated at \$250,000. City staff is requesting to commit the available ARPA funds for both the positions and the contract increase. At this time, there are \$3.5 million of uncommitted ARPA funds available for this service to our community.

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:

1. Introduce and give first reading, waiving further reading, to Ordinance No. 2023-XX Amending Title 9 (Licenses and Business Regulations) of the Costa Mesa Municipal Code by Adding Chapter II (Regulation of Certain Businesses), Article 24 (Just Cause Residential Tenant Protections) and/or adopt Ordinance No. 2023-XX, an Urgency Ordinance Amending Title 9 (Licenses and Business Regulations) of the Costa Mesa Municipal Code by Adding Chapter II (Regulation of Certain Businesses), Article 24 (Just Cause Residential Tenant Protections).
2. Appropriate a total of \$300,000 from uncommitted American Rescue Plan Funds (ARPA) to provide supplemental rental assistance to households facing no-fault just cause eviction, and authorize the City Manager, City Attorney, and City Clerk to approve and execute new or amended agreements with existing program providers.
3. Allocate \$250,000 from uncommitted ARPA funds to the Law Offices of Jones Mayer, increasing the scope of the contract to include eviction and rental-related legal services, including but not limited to court filings, to enforce the eviction protection provisions of the Costa Mesa Municipal Code regarding unlawful acts in connection with no-fault just cause evictions.
4. Approve the addition of three (3) Full Time Equivalent (FTE) staff positions to implement, monitor, and enforce the subject Ordinance, with an additional FTE at the discretion of the City Manager. The staff positions include one Community Outreach Worker in the Neighborhood Improvement Division, one (1) Senior Planner, and one (1) Code Enforcement Officer II in the Economic and Development Services Department. Appropriation authority is requested at an estimated \$300,000 for the remainder of the fiscal year from uncommitted ARPA (American Rescue Plan Act) Funds to cover the fiscal impact of the additional positions.

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA AMENDING TITLE 9 (LICENSES AND BUSINESS REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE BY ADDING CHAPTER II (REGULATION OF CERTAIN BUSINESSES, ARTICLE 24 (JUST CAUSE RESIDENTIAL TENANT PROTECTIONS))

WHEREAS, The California Legislature adopted the Tenant Protection Act of 2019 (Civil Code section 1946.2, *et seq.*, the “Act”) which, as of January 1, 2020, provides “just cause” eviction protections to qualifying tenants of certain residential real property, and amended the Act pursuant to SB 567 in 2023 to add additional requirements to take effect on April 1, 2024; and

WHEREAS, The Act, in subsection (g)(1)(B) ((i)(1)(B) of Civil Code Section 1946.2 as amended), states that a local ordinance requiring “just cause” for landlords to terminate a residential tenancy is valid and will prevail over the Act so long as the just cause eviction protections in the local ordinance are consistent with the Act and, so long as the ordinance, as supported by binding legislative findings of the local government, is “more protective” than the Act by: further limiting the reasons for terminating a residential tenancy, providing for higher relocation assistance, or providing additional tenant protections that are not otherwise prohibited by law; and

WHEREAS, The City of Costa Mesa (“City”) is a California General Law city with broad “police powers” vested in municipalities by California’s Constitution, pursuant to which the City may make and enforce laws necessary to protect and preserve the health, safety, and general welfare of its residents; and

WHEREAS, Pursuant to this broad authority and express authorization in the Act, the City Council for the City of Costa Mesa (“City Council”) finds it necessary and appropriate to adopt a local ordinance establishing “just cause” eviction protections that are both consistent with the just cause projections of the Act and “more protective” than the Act in specified circumstances; and

WHEREAS, Based upon all matters presented to it in connection with its consideration of this ordinance, the City Council finds and declares that the legislative findings and declarations made herein are true, correct, and binding, and that all legal prerequisites to the adoption of this ordinance have been duly performed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES ORDAIN AS FOLLOWS:

SECTION 1. Title 9 (LICENSES AND BUSINESS REGULATIONS) of the Costa Mesa Municipal Code is hereby amended by adding Chapter II (REGULATION OF CERTAIN BUSINESSES, ARTICLE 24 (JUST CAUSE RESIDENTIAL TENANT PROTECTIONS)) to read as follows:

CHAPTER II

ARTICLE 24.

JUST CAUSE RESIDENTIAL TENANT PROTECTIONS.

Section 9-400

Findings and Purpose

Section 9-401

Definitions

Section 9-402

Just Cause Required for Terminating a Residential Tenancy; Just Cause Defined

Section 9-403

Notices to Terminate a Tenancy for Curable Lease Violations and No-Fault Just Cause

Section 9-404

Relocation Assistance; Specified Circumstances

Section 9-405

Notice to Tenants of California Limits on Rent Increases

Section 9-406

Exclusions from Article

Section 9-407

Waiver of Rights Ineffective

Section 9-408

Violations and Enforcement

Section 9-400

Findings and Purpose.

In compliance with subdivision (g)(1)(B) of California Civil Code Section 1946.2 ((i)(1)(B) of section 1946.2 of the California Civil Code effective April 1, 2024), the City Council for the City of Costa Mesa finds and declares that:

A. The provisions of this Article requiring “just cause” for termination of a residential tenancy are consistent with Section 1946.2 of the Civil Code; and

B. The provisions of this Article are more protective than Section 1946.2 of the Civil Code by providing for higher relocation assistance and the imposition of civil penalties in specified circumstances, and by including additional tenant protections that are not prohibited by any other provision of law.

Section 9-401

Definitions.

In addition to the terms and phrases otherwise defined in this Article, the following terms shall have the meaning given:

“Fair Market Rent” shall mean the Department of Housing and Urban Development Final Fair Market Rents Documentation System for the Santa Ana-Anaheim-Irvine, CA HUD Metro FMR Area, FMRs for All Bedroom Sizes, for the fiscal year in which the action is taken.

“Owner” includes any person, acting as principal or through an agent, having the right to offer residential real property for rent, and includes a predecessor in interest to the owner, except that this term does not include the owner or operator of a mobile home park, or the owner of a mobile home or his or her agent.

“Residential real property” includes any dwelling or unit that is intended for human habitation.

“Tenancy” means the lawful occupation of residential real property and includes a lease or sublease, and “tenant” means an individual in lawful occupation of residential real property and includes a lease or sublease.

Section 9-402

Just Cause Required for Terminating a Residential Tenancy; Just Cause Defined.

A. Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

1. All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.
2. One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

B. For purposes of this Article, "just cause" includes either at-fault just cause or no-fault just cause:

1. "At-fault just cause" includes any of the following:
 - a. Default in the payment of rent.
 - b. A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the California Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
 - c. Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
 - d. Committing waste as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
 - e. The tenant had a written lease that terminated on or after January 1, 2020, or January 1, 2022, if the lease is for a tenancy in a mobilehome, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this Article or any other provision of law.
 - f. Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the California Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.
 - g. Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
 - h. The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of the California Civil Code, and Sections 13113.7 and 17926.1 of the California Health and Safety Code.

i. Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

j. The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or licensee as described in paragraph (1) of Section 1161 of the California Code of Civil Procedure.

k. When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the California Civil Code of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the California Code of Civil Procedure.

2. "No-fault just cause" includes any of the following:

a.(i) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents for a minimum of 12 continuous months as that person's primary residence.

(ii) For leases entered into on or after July 1, 2020, or July 1, 2022, if the lease is for a tenancy in a mobilehome, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph e of paragraph B.1.

(iii) This subparagraph does not apply if the intended occupant occupies a rental unit on the property or if a vacancy of a similar unit already exists at the property.

(iv) The written notice terminating a tenancy for a just cause pursuant to this subparagraph shall contain the name or names and relationship to the owner of the intended occupant. The written notice shall additionally include notification that the tenant may request proof that the intended occupant is an owner or related to the owner as defined in subclause (ii) of clause (viii). The proof shall be provided upon request and may include an operating agreement and other non-public documents.

(v) Clause (i) applies only if the intended occupant moves into the rental unit within 90 days after the tenant vacates and occupies the rental unit as a primary residence for at least 12 consecutive months.

(vi) (I) If the intended occupant fails to occupy the rental unit within 90 days after the tenant vacates or fails to occupy the rental unit as their primary residence for at least 12 consecutive months, the owner shall offer the unit to the tenant who vacated it at the same rent and lease terms in effect at the time the tenant vacated and shall reimburse the tenant for reasonable moving expenses incurred in excess of any relocation assistance that was paid to the tenant in connection with the written notice.

(II) If the intended occupant moves into the rental unit within 90 days after the tenant vacates, but dies before having occupied the rental unit as a primary residence for 12 months, as required by clause (vi), this will not be considered a failure to comply with this section or a material violation of this section by the owner as provided in section 9-408.

(vii) For a new tenancy by someone other than the "intended occupant" commenced during the time periods described in clause (v), the accommodations shall be offered and rented or leased at the lawful rent in effect at the time any notice of termination of tenancy is served.

(viii) As used in this subparagraph B.2.a:

(I) “Intended occupant” means the owner of the residential real property or the owner’s spouse, domestic partner, child, grandchild, parent, or grandparent, as described in clause (i).

(II) “Owner” means any of the following:

(a) An owner who is a natural person that has at least a 25-percent recorded ownership interest in the property.

(b) An owner who is a natural person who has any recorded ownership interest in the property if 100 percent of the recorded ownership is divided among owners who are related to each other as sibling, spouse, domestic partner, child, parent, grandparent, or grandchild.

(c) An owner who is a natural person whose recorded interest in the property is owned through a limited liability company or partnership.

(III) For purposes of subclause (II), “natural person” includes any of the following:

(a) A natural person who is a settlor or beneficiary of a family trust.

(b) If the property is owned by a limited liability company or partnership, a natural person with a 25-percent ownership interest in the property.

(IV) “Family trust” means a revocable living trust or irrevocable trust in which the settlors and beneficiaries of the trust are persons who are related to each other as sibling, spouse, domestic partner, child, parent, grandparent, or grandchild.

(V) “Beneficial owner” means a natural person or family trust for whom, directly or indirectly and through any contract arrangement, understanding, relationship, or otherwise, and any of the following applies:

(a) The natural person exercises substantial control over a partnership or limited liability company.

(b) The natural person owns 25 percent or more of the equity interest of a partnership or limited liability company.

(c) The natural person receives substantial economic benefits from the assets of a partnership.

b. Withdrawal of the residential real property from the rental market.

c. The owner complying with any of the following:

(i) An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

(ii) An order issued by a government agency or court to vacate the residential real property.

(iii) A local ordinance that necessitates vacating the residential real property.

d.

(i) Intent to demolish or to substantially remodel the residential real property.

(ii) For purposes of this subparagraph, “substantially remodel” means either of the following that cannot be reasonably accomplished in a safe manner that allows the tenant to remain living in the place and that requires the tenant to vacate the residential real property for at least 30 consecutive days:

(I) The replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency.

(II) The abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws.

(iii) For purposes of this subparagraph, a tenant is not required to vacate the residential real property on any days where a tenant could continue living in the residential real property without violating health, safety, and habitability codes and laws. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial remodel.

(iv) A written notice terminating a tenancy for a just cause pursuant to this subparagraph shall include all of the following information:

(I) A statement informing the tenant of the owner's intent to demolish the property or substantially remodel the rental unit property.

(II) The following statement:

"If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the owner at the rental rate that was in effect at the time you vacated. You must notify the owner within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the owner of your acceptance of the offer."

(III) A description of the substantial remodel to be completed, the approximate expected duration of the substantial remodel, or if the property is to be demolished, the expected date by which the property will be demolished, together with one of the following:

(i) A copy of the permit or permits required to undertake the substantial remodel or demolition.

(ii) Only if a notice is issued pursuant to subclause (II) of clause (ii) and the remodel does not require any permit, a copy of the signed contract with the contractor hired by the owner to complete the substantial remodel, that reasonably details the work that will be undertaken to abate the hazardous materials as described in subclause (II) of clause (ii).

(IV) A notification that if the tenant is interested in reoccupying the rental unit following the substantial remodel, the tenant shall inform the owner of the tenant's interest in reoccupying the rental unit following the substantial remodel and provide to the owner the tenant's address, telephone number, and email address.

C. Before an owner of residential real property issues a notice to terminate a tenancy for no-fault just cause described in paragraph B.2.d of this section, the owner shall have obtained all necessary permits for the demolition or remodeling work from all applicable governmental agencies. In the case of a permit issued by the City, the permit issuance will be conditioned upon the owner providing a complete list of all tenants whose tenancies will be terminated in connection with the permitted work.

D. An owner of residential property who has issued a notice to terminate a tenancy for any no-fault just cause as provided in this Article shall provide notice in writing to the City of Costa Mesa, City Manager [or his or her designee], at 77 Fair Drive, Post Office Box 1200, Costa Mesa, California 92628-1200 within 72 hours of issuing the notice to terminate the tenancy to the tenant. The notice shall be provided using a form prepared by the City and available on its website.

Section 9-403

Notices to Terminate a Tenancy for Curable Lease Violations and No-Fault Just Cause.

A. Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the lease violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the California Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

B. If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall include written notice of the tenant's right to relocation assistance or rent waiver pursuant to Section 9-404 of this Article. If the owner elects to waive the rent for the final month(s) under paragraph A.2. of Section 9-404, the notice shall state the amount of rent waived and that no rent is due for the final month (or months) of the tenancy.

C. An owner's failure to strictly comply with section 9-402 or this section shall render the notice of termination void.

Section 9-404

Relocation Assistance; Specified Circumstances.

A. For a tenancy for which just cause is required to terminate the tenancy under paragraph A. of Section 9-402, if an owner of residential real property issues a termination notice based on a no-fault just cause described in paragraph B.2 of Section 9-402 (no-fault just cause), the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:

1. Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph C. of this section.

2. Waive in writing the payment of rent in an amount equal to that described in paragraph C. of this section prior to the rent becoming due.

B. If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant in the written termination notice of the tenant's right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final months of the tenancy as provided in subparagraph 2 of paragraph A, the notice shall state the amount of rent waived and that no rent is due for the final months of the tenancy as provided in paragraph C. of this section.

C. The amount of relocation assistance or rent waiver shall be equal to two times the Fair Market Rental rate for a unit of similar size, or two months of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy, whichever is greater, with any difference owing to the tenant within 15 calendar days of service of the Notice to Terminate the Tenancy.

D. Any relocation assistance required by this section shall be provided within 15 calendar days of service of the notice to terminate the tenancy.

E. If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this section shall be recoverable as damages in an action to recover possession.

F. Notwithstanding the provisions of this section, if it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under paragraph B.2.c of Section 9-402 (owner compliance with court or government order), the tenant shall not be entitled to relocation assistance or rent waiver.

G. The relocation assistance or rent waiver required by this section shall be credited against any other relocation assistance required by any other law.

H. An owner's failure to strictly comply with paragraphs A., B., C. and D. of this section shall render the notice of termination void.

Section 9-405
Increases.

Notice to Tenants of California Limits on Rent

An owner of residential real property that is subject to this Article shall provide notice to the tenant as follows:

A. For any tenancy commenced or renewed on or after July 1, 2020, as an

addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

B. For a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

C. The notification or lease provision shall be in no less than 12-point type and shall include the following:

"California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information."

D. For a tenancy commenced or renewed after December 15, 2023, the final sentence of the written notice tenant or lease provision shall read as follows: "See Section 1946.2 of the Civil Code and Title 9, Chapter II, Article 24 of the Costa Mesa Municipal Code for more information."

E. The provision of the notice shall be subject to Section 1632 of the California Civil Code.

F. An owner's failure to comply with any provision of this section shall render the written termination notice void.

Section 9-406 Exclusions from Article.

This Article shall not apply to the following types of residential real properties or residential circumstances:

A. Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940 of the California Civil Code.

B. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the California Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the California State Department of Social Services.

C. Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

D. Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

E. Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

F. A property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.

G. Housing that has been issued a certificate of occupancy within the previous 15 years.

H. Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

1. The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(iv) Management of a mobilehome park, as defined in Section 798.2.

2.(i) The tenants have been provided written notice that the residential property is exempt from this Article using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

(ii) (I) Except as provided in subclause (II), for a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(II) For a tenancy in a mobile home existing before July 1, 2022, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) (I) Except as provided in subclause (II), for any tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(II) For any tenancy in a mobile home commenced or renewed on or after July 1, 2022, the notice required under clause (i) shall be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph e of paragraph 1 of subdivision B.

I. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code or comparable federal statutes.

J. This Article shall not apply to a homeowner of a mobile home, as defined in Section 798.9.

Section 9-407 Waiver of Rights Ineffective.

Any waiver of the rights under this Article shall be void as contrary to public policy.

Section 9-408 Violations and Enforcement.

A. An owner who attempts to recover possession of a rental unit in material violation of this Article shall be liable to the tenant in a civil action for all of the following:

1. Actual damages.
2. In the court's discretion, reasonable attorney's fees and costs.
3. Upon a showing that the owner has acted willfully or with oppression, fraud, or malice, up to three times the actual damages. An award may also be entered for punitive damages for the benefit of the tenant against the owner.

B. The Attorney General, in the name of the people of the State of California, and the city attorney in the name of the city, may seek injunctive relief based on violations of this section.

C. The City may enforce the provisions of this Article pursuant to Title 1, Chapter II of the Costa Mesa Municipal Code.

SECTION 2. CEQA. This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Regs. § 15378(a).) Further, the ordinance is exempt from CEQA because there is no possibility that the ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) The City Clerk may cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 3. SEVERABILITY. The City Council declares that should any provision, section; paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this ordinance shall remain in full force and effect.

SECTION 4. This ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code section 36937.

SECTION 5. The City Clerk of the City of Costa Mesa shall certify to the passage of the ordinance and shall cause the same to be posted in the manner required by law.

PASSED AND ADOPTED this ____ day of _____ 2023, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

I, _____, City Clerk of the City of Costa Mesa, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Costa Mesa held on the ____ day of _____ 2023.

City Clerk

ORDINANCE NO. XXXX

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA AMENDING TITLE 9 (LICENSES AND BUSINESS REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE BY ADDING CHAPTER II (REGULATION OF CERTAIN BUSINESSES, ARTICLE 24 (JUST CAUSE RESIDENTIAL TENANT PROTECTIONS) AND DECLARING THE ORDINANCE TO BE AN EMERGENCY MEASURE TO TAKE EFFECT IMMEDIATELY UPON ADOPTION

WHEREAS, The California Legislature adopted the Tenant Protection Act of 2019 (Civil Code section 1946.2, *et seq.*, the “Act”) which, as of January 1, 2020, provides “just cause” eviction protections to qualifying tenants of certain residential real property, and amended the Act pursuant to SB 567 in 2023 to add additional requirements to take effect on April 1, 2024; and

WHEREAS, The Act, in subsection (g)(1)(B) ((i)(1)(B) of Civil Code Section 1946.2 as amended), states that a local ordinance requiring “just cause” for landlords to terminate a residential tenancy is valid and will prevail over the Act so long as the just cause eviction protections in the local ordinance are consistent with the Act and, so long as the ordinance, as supported by binding legislative findings of the local government, is “more protective” than the Act by: further limiting the reasons for terminating a residential tenancy, providing for higher relocation assistance, or providing additional tenant protections that are not otherwise prohibited by law; and

WHEREAS, The City of Costa Mesa (“City”) is a California General Law city with broad “police powers” vested in municipalities by California’s Constitution, pursuant to which the City may make and enforce laws necessary to protect and preserve the health, safety, and general welfare of its residents; and

WHEREAS, Pursuant to this broad authority and express authorization in the Act, the City Council for the City of Costa Mesa (“City Council”) finds it necessary and appropriate to adopt a local ordinance establishing “just cause” eviction protections that are both consistent with the just cause projections of the Act and “more protective” than the Act in specified circumstances; and

WHEREAS, Approximately sixty percent (60%) of Costa Mesa residents are renters; and

WHEREAS, Within the last year, Costa Mesa’s Code Enforcement team received fourteen complaints regarding residential evictions, ten of which were reportedly due to substantial rehabilitation, two reported that owners did not want to make requested repairs, so evicted the tenants instead, and two complaints did not contain sufficient information to determine the reported cause of the eviction. In the past 90 days, Legal Aid received thirty housing related complaints. From July 1 to October 16, 2023, 44 units have reported evictions to the City Manager’s Office, 41 of which were “no fault,” affecting well over 50 tenants. In the ten day period between October 17, 2023 and October 27, 2013, the City has received reports of 23 more no fault evictions affecting over 85 individuals. Three of these no fault evictions have left 14 Costa Mesa residents – 10 of them children – homeless. Over 63 households have requested assistance from the City in the past four months; and

WHEREAS, Rental Property Owners and Managers have been accelerating no-fault

evictions, in an apparent effort to avoid additional state law requirements scheduled to take effect in April 2024, particularly with respect to alleged rehabilitation needs and converting rental units to family use; and

WHEREAS, a substantial housing crisis already exists in Costa Mesa, especially for middle and lower-income families who are being most heavily affected by no fault evictions, sometimes after decades of tenancy; and

WHEREAS, enacting the additional tenant protections in this ordinance to those contained in the Tenant Protection Act on an urgency basis is necessary to protect the significant number of tenants who are being evicted from their homes through no fault of their own and will receive little or no protection from state law for an additional five months; and

WHEREAS, Based upon all matters presented to it in connection with its consideration of this ordinance, the City Council finds and declares that the legislative findings and declarations made herein are true, correct, and binding, and that all legal prerequisites to the adoption of this ordinance have been duly performed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES ORDAIN AS FOLLOWS:

SECTION 1. Title 9 (LICENSES AND BUSINESS REGULATIONS) of the Costa Mesa Municipal Code is hereby amended by adding Chapter II (REGULATION OF CERTAIN BUSINESSES, ARTICLE 24 (JUST CAUSE RESIDENTIAL TENANT PROTECTIONS) to read as follows:

CHAPTER II

ARTICLE 24.

JUST CAUSE RESIDENTIAL TENANT PROTECTIONS.

Section 9-400

Findings and Purpose

Section 9-401

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Section 9-402

Just Cause Required for Terminating a Residential Tenancy; Just Cause Defined

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Section 9-400

Findings and Purpose.

In compliance with subdivision (g)(1)(B) of California Civil Code Section 1946.2 ((i)(1)(B) of section 1946.2 of the California Civil Code effective April 1, 2024), the City Council for the City of Costa Mesa finds and declares that:

A. The provisions of this Article requiring “just cause” for termination of a residential tenancy are consistent with Section 1946.2 of the Civil Code; and

B. The provisions of this Article are more protective than Section 1946.2 of the Civil Code by providing for higher relocation assistance and the imposition of civil penalties in specified circumstances, and by including additional tenant protections that are not prohibited by any other provision of law.

Section 9-401

Definitions.

In addition to the terms and phrases otherwise defined in this Article, the following terms shall have the meaning given:

“Fair Market Rent” shall mean the Department of Housing and Urban Development Final Fair Market Rents Documentation System for the Santa Ana-Anaheim-Irvine, CA HUD Metro FMR Area, FMRs for All Bedroom Sizes, for the fiscal year in which the action is taken.

“Owner” includes any person, acting as principal or through an agent, having the right to offer residential real property for rent, and includes a predecessor in interest to the owner, except that this term does not include the owner or operator of a mobile home park, or the owner of a mobile home or his or her agent.

“Residential real property” includes any dwelling or unit that is intended for human habitation.

“Tenancy” means the lawful occupation of residential real property and includes a lease or sublease, and “tenant” means an individual in lawful occupation of residential real property and includes a lease or sublease.

Section 9-402

Just Cause Required for Terminating a Residential Tenancy; Just Cause Defined.

A. Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

1. All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.
2. One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

B. For purposes of this Article, "just cause" includes either at-fault just cause or no-fault just cause:

1. "At-fault just cause" includes any of the following:
 - a. Default in the payment of rent.
 - b. A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the California Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
 - c. Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
 - d. Committing waste as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
 - e. The tenant had a written lease that terminated on or after January 1, 2020, or January 1, 2022, if the lease is for a tenancy in a mobilehome, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this Article or any other provision of law.
 - f. Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the California Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.
 - g. Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
 - h. The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of the California Civil Code, and Sections 13113.7 and 17926.1 of the California Health and Safety Code.

i. Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

j. The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or licensee as described in paragraph (1) of Section 1161 of the California Code of Civil Procedure.

k. When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the California Civil Code of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the California Code of Civil Procedure.

2. "No-fault just cause" includes any of the following:

a.(i) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents for a minimum of 12 continuous months as that person's primary residence.

(ii) For leases entered into on or after July 1, 2020, or July 1, 2022, if the lease is for a tenancy in a mobilehome, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph e of paragraph B.1.

(iii) This subparagraph does not apply if the intended occupant occupies a rental unit on the property or if a vacancy of a similar unit already exists at the property.

(iv) The written notice terminating a tenancy for a just cause pursuant to this subparagraph shall contain the name or names and relationship to the owner of the intended occupant. The written notice shall additionally include notification that the tenant may request proof that the intended occupant is an owner or related to the owner as defined in subclause (ii) of clause (viii). The proof shall be provided upon request and may include an operating agreement and other non-public documents.

(v) Clause (i) applies only if the intended occupant moves into the rental unit within 90 days after the tenant vacates and occupies the rental unit as a primary residence for at least 12 consecutive months.

(vi) (I) If the intended occupant fails to occupy the rental unit within 90 days after the tenant vacates or fails to occupy the rental unit as their primary residence for at least 12 consecutive months, the owner shall offer the unit to the tenant who vacated it at the same rent and lease terms in effect at the time the tenant vacated and shall reimburse the tenant for reasonable moving expenses incurred in excess of any relocation assistance that was paid to the tenant in connection with the written notice.

(II) If the intended occupant moves into the rental unit within 90 days after the tenant vacates, but dies before having occupied the rental unit as a primary residence for 12 months, as required by clause (vi), this will not be considered a failure to comply with this section or a material violation of this section by the owner as provided in section 9-408.

(vii) For a new tenancy by someone other than the "intended occupant" commenced during the time periods described in clause (v), the accommodations shall be offered and rented or leased at the lawful rent in effect at the time any notice of termination of tenancy is served.

(viii) As used in this subparagraph B.2.a:

(I) “Intended occupant” means the owner of the residential real property or the owner’s spouse, domestic partner, child, grandchild, parent, or grandparent, as described in clause (i).

(II) “Owner” means any of the following:

(a) An owner who is a natural person that has at least a 25-percent recorded ownership interest in the property.

(b) An owner who is a natural person who has any recorded ownership interest in the property if 100 percent of the recorded ownership is divided among owners who are related to each other as sibling, spouse, domestic partner, child, parent, grandparent, or grandchild.

(c) An owner who is a natural person whose recorded interest in the property is owned through a limited liability company or partnership.

(III) For purposes of subclause (II), “natural person” includes any of the following:

(a) A natural person who is a settlor or beneficiary of a family trust.

(b) If the property is owned by a limited liability company or partnership, a natural person with a 25-percent ownership interest in the property.

(IV) “Family trust” means a revocable living trust or irrevocable trust in which the settlors and beneficiaries of the trust are persons who are related to each other as sibling, spouse, domestic partner, child, parent, grandparent, or grandchild.

(V) “Beneficial owner” means a natural person or family trust for whom, directly or indirectly and through any contract arrangement, understanding, relationship, or otherwise, and any of the following applies:

(a) The natural person exercises substantial control over a partnership or limited liability company.

(b) The natural person owns 25 percent or more of the equity interest of a partnership or limited liability company.

(c) The natural person receives substantial economic benefits from the assets of a partnership.

b. Withdrawal of the residential real property from the rental market.

c. The owner complying with any of the following:

(i) An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

(ii) An order issued by a government agency or court to vacate the residential real property.

(iii) A local ordinance that necessitates vacating the residential real property.

d.

(i) Intent to demolish or to substantially remodel the residential real property.

(ii) For purposes of this subparagraph, “substantially remodel” means either of the following that cannot be reasonably accomplished in a safe manner that allows the tenant to remain living in the place and that requires the tenant to vacate the residential real property for at least 30 consecutive days:

(I) The replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency.

(II) The abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws.

(iii) For purposes of this subparagraph, a tenant is not required to vacate the residential real property on any days where a tenant could continue living in the residential real property without violating health, safety, and habitability codes and laws. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial remodel.

(iv) A written notice terminating a tenancy for a just cause pursuant to this subparagraph shall include all of the following information:

(I) A statement informing the tenant of the owner's intent to demolish the property or substantially remodel the rental unit property.

(II) The following statement:

"If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the owner at the rental rate that was in effect at the time you vacated. You must notify the owner within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the owner of your acceptance of the offer."

(III) A description of the substantial remodel to be completed, the approximate expected duration of the substantial remodel, or if the property is to be demolished, the expected date by which the property will be demolished, together with one of the following:

(i) A copy of the permit or permits required to undertake the substantial remodel or demolition.

(ii) Only if a notice is issued pursuant to subclause (II) of clause (ii) and the remodel does not require any permit, a copy of the signed contract with the contractor hired by the owner to complete the substantial remodel, that reasonably details the work that will be undertaken to abate the hazardous materials as described in subclause (II) of clause (ii).

(IV) A notification that if the tenant is interested in reoccupying the rental unit following the substantial remodel, the tenant shall inform the owner of the tenant's interest in reoccupying the rental unit following the substantial remodel and provide to the owner the tenant's address, telephone number, and email address.

C. Before an owner of residential real property issues a notice to terminate a tenancy for no-fault just cause described in paragraph B.2.d of this section, the owner shall have obtained all necessary permits for the demolition or remodeling work from all applicable governmental agencies. In the case of a permit issued by the City, the permit issuance will be conditioned upon the owner providing a complete list of all tenants whose tenancies will be terminated in connection with the permitted work.

D. An owner of residential property who has issued a notice to terminate a tenancy for any no-fault just cause as provided in this Article shall provide notice in writing to the City of Costa Mesa, City Manager [or his or her designee], at 77 Fair Drive, Post Office Box 1200, Costa Mesa, California 92628-1200 within 72 hours of issuing the notice to terminate the tenancy to the tenant. The notice shall be provided using a form prepared by the City and available on its website.

Section 9-403

Notices to Terminate a Tenancy for Curable Lease Violations and No-Fault Just Cause.

A. Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the lease violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the California Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

B. If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall include written notice of the tenant's right to relocation assistance or rent waiver pursuant to Section 9-404 of this Article. If the owner elects to waive the rent for the final month(s) under paragraph A.2. of Section 9-404, the notice shall state the amount of rent waived and that no rent is due for the final month (or months) of the tenancy.

C. An owner's failure to strictly comply with section 9-402 or this section shall render the notice of termination void.

Section 9-404

Relocation Assistance; Specified Circumstances.

A. For a tenancy for which just cause is required to terminate the tenancy under paragraph A. of Section 9-402, if an owner of residential real property issues a termination notice based on a no-fault just cause described in paragraph B.2 of Section 9-402 (no-fault just cause), the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:

1. Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph C. of this section.

2. Waive in writing the payment of rent in an amount equal to that described in paragraph C. of this section prior to the rent becoming due.

B. If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant in the written termination notice of the tenant's right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final months of the tenancy as provided in subparagraph 2 of paragraph A, the notice shall state the amount of rent waived and that no rent is due for the final months of the tenancy as provided in paragraph C. of this section.

C. The amount of relocation assistance or rent waiver shall be equal to two times the Fair Market Rental rate for a unit of similar size, or two months of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy, whichever is greater, with any difference owing to the tenant within 15 calendar days of service of the Notice to Terminate the Tenancy.

D. Any relocation assistance required by this section shall be provided within 15 calendar days of service of the notice to terminate the tenancy.

E. If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this section shall be recoverable as damages in an action to recover possession.

F. Notwithstanding the provisions of this section, if it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under paragraph B.2.c of Section 9-402 (owner compliance with court or government order), the tenant shall not be entitled to relocation assistance or rent waiver.

G. The relocation assistance or rent waiver required by this section shall be credited against any other relocation assistance required by any other law.

H. An owner's failure to strictly comply with paragraphs A., B., C. and D. of this section shall render the notice of termination void.

Section 9-405

Notice to Tenants of California Limits on Rent Increases.

An owner of residential real property that is subject to this Article shall provide notice to the tenant as follows:

A. For any tenancy commenced or renewed on or after July 1, 2020, as an

addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

B. For a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

C. The notification or lease provision shall be in no less than 12-point type and shall include the following:

"California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information."

D. For a tenancy commenced or renewed after December 15, 2023, the final sentence of the written notice tenant or lease provision shall read as follows: "See Section 1946.2 of the Civil Code and Title 9, Chapter II, Article 24 of the Costa Mesa Municipal Code for more information."

E. The provision of the notice shall be subject to Section 1632 of the California Civil Code.

F. An owner's failure to comply with any provision of this section shall render the written termination notice void.

Section 9-406 Exclusions from Article.

This Article shall not apply to the following types of residential real properties or residential circumstances:

A. Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940 of the California Civil Code.

B. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the California Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the California State Department of Social Services.

C. Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

D. Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

E. Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

F. A property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.

G. Housing that has been issued a certificate of occupancy within the previous 15 years.

H. Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

1. The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(iv) Management of a mobilehome park, as defined in Section 798.2.

2.(i) The tenants have been provided written notice that the residential property is exempt from this Article using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

(ii) (I) Except as provided in subclause (II), for a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(II) For a tenancy in a mobile home existing before July 1, 2022, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) (I) Except as provided in subclause (II), for any tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(II) For any tenancy in a mobile home commenced or renewed on or after July 1, 2022, the notice required under clause (i) shall be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph e of paragraph 1 of subdivision B.

I. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code or comparable federal statutes.

J. This Article shall not apply to a homeowner of a mobile home, as defined in Section 798.9.

Section 9-407 **Waiver of Rights Ineffective.**

Any waiver of the rights under this Article shall be void as contrary to public policy.

Section 9-408 Violations and Enforcement.

A. An owner who attempts to recover possession of a rental unit in material violation of this Article shall be liable to the tenant in a civil action for all of the following:

1. Actual damages.
2. In the court's discretion, reasonable attorney's fees and costs.
3. Upon a showing that the owner has acted willfully or with oppression, fraud, or malice, up to three times the actual damages. An award may also be entered for punitive damages for the benefit of the tenant against the owner.

B. The Attorney General, in the name of the people of the State of California, and the city attorney in the name of the city, may seek injunctive relief based on violations of this section.

C. The City may enforce the provisions of this Article pursuant to Title 1, Chapter II of the Costa Mesa Municipal Code.

SECTION 2. CEQA. This ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines, as it is not a “project” and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Regs. § 15378(a).) Further, the ordinance is exempt from CEQA because there is no possibility that the ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) The City Clerk may cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 3. SEVERABILITY. The City Council declares that should any provision, section; paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this ordinance shall remain in full force and effect.

SECTION 4. Emergency Declaration/Effective Date. The City Council declares this Ordinance to be an emergency measure, to take effect immediately upon adoption pursuant to California Government Code sections 36934 and 36937(b). The facts constituting the emergency are as set forth above in the recitals of this ordinance and as follows: A glaring shortage of rental housing exists in the City of Costa Mesa. As new tenant protections have

been approved by the State, but will not take effect until April 2024, a large acceleration of no fault evictions is occurring throughout the City, but primarily in areas where moderate-income to low-income tenants reside. The economic burdens on tenants of no fault evictions in this time of high inflation and housing shortages is creating a public housing and health crisis resulting in irreparable harm to the residents within the City. An emergency measure is necessary to protect the public by implementing additional tenant protection provisions immediately rather than having to wait a minimum of forty-five days for such protections to take effect.

SECTION 5. The City Clerk of the City of Costa Mesa shall certify to the passage of the ordinance and shall cause the same to be posted in the manner required by law.

PASSED AND ADOPTED this ____ day of _____ 2023, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

I, _____, City Clerk of the City of Costa Mesa, California, do hereby certify that the foregoing urgency ordinance was introduced and passed at a regular meeting of the City Council of the City of Costa Mesa held on the ____ day of _____ 2023.

City Clerk

NOTICE OF TERMINATION OF TENANCY
(Intended to be Used for Periodic Tenancies)
(Costa Mesa NTT Form)

To: _____ ("Tenant")
and any other occupant(s) in possession of the premises located at: _____ (Street Address)
(Unit/Apartment #) _____ (City) _____ (State) _____ (Zip Code) _____ ("Premises").

YOUR TENANCY IN THE PREMISES IS TERMINATED AS STATED BELOW. (CHECK THE BOX THAT APPLIES.)

1. APPLICABILITY OF THE TENANT PROTECTION ACT(TPA) OF 2019 & HOMELESS PREVENTION ACT(HPA) OF 2023:

The Property or tenancy IS covered by the TPA/HPA. See paragraph 2.

The Property and tenancy are NOT covered by the TPA. See paragraph 3.

**** NOTE: COMPLETE PARAGRAPH 2 OR 3. DO NOT COMPLETE BOTH. ****

2. **PROPERTIES or TENANCIES COVERED BY THE TPA/HPA:** Housing Provider is advised to seek counsel from a qualified attorney before issuing a notice to terminate tenancy.

IF any box in **2A** or **2B** is CHECKED, paragraph 3 does NOT apply and only the NOTICE checked in **paragraph 2A** or **2B** shall be in effect.

- A. Your tenancy, if any, in the Premises is terminated 60 days from service of this Notice, or on _____ (whichever is later) for the following reason:

- (1) ☐ Family Move-In. Owner, or owner's spouse, domestic partner, parents, grandparents, children or grandchildren, intend to occupy the Premises. Tenant has previously agreed that owner may unilaterally terminate the tenancy for such a reason (C.A.R. Form RCJC dated _____).
- a. Identify relationship of intended occupant: _____
- b. Name of intended occupant(s): _____
- c. Intended move-in date (Compliant with CMMC): _____
- (2) ☐ Owner intends to withdraw the Premises from the rental market.
- (3) ☐ Owner intends to demolish or substantially remodel the Premises. A notice shall include the following:
- a. A statement informing the tenant of the owner's intent to demolish the property or substantially remodel the rental unit property; and
- b. A description of the substantial remodel to be completed, the approximate expected duration of the substantial remodel, or if the property is to be demolished, the expected date by which the property will be demolished, together with the following:
- i. Attach a copy of the permit or permits required to undertake the substantial remodel or demolition; or
- ii. Attach a copy of the contract for work not requiring permits; and
- c. A notification that if the tenant is interested in reoccupying the rental unit following the substantial remodel, the tenant shall inform the owner of the tenant's interest in reoccupying the rental unit following the substantial remodel and provide to the owner the tenant's address, telephone number, and email address.
- (4) ☐ Owner intends to comply with (i) an order of a government agency or court regarding habitability of the Premises, or direction to vacate OR (ii) a local ordinance that mandates the Premises be vacated.

RELOCATION FEES: Whether (1) – (4) applies, the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:

1. Assist the tenant to relocate by providing a direct payment of two times the Fair Market Rent; or
2. Waive in writing the payment of rent for the final two month(s) of tenancy.

The amount of relocation assistance or rent waiver shall be equal to two times the Fair Market Rental rate for a unit of similar size, or two months of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy, whichever is greater, with any difference owing to the tenant.

- OR B. ☐ Your tenancy, if any, in the Premises is terminated **30 days** from service of this Notice, or on _____ (whichever is later).

Only applies if (i) all tenants have occupied the Premises for less than 12 months OR (ii) at least one tenant has occupied the Premises for less than 12 months and no other tenant has occupied the property for 24 months or more.

3. ☐ **PROPERTIES or TENANCIES NOT SUBJECT BY THE TPA/HPA:** Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney who is familiar with TPA/HPA before selecting any of the option below:

- A. ☐ Your tenancy, if any, in the Premises is terminated **60 days** from service of this Notice, or on _____ (whichever is later).
- OR B. ☐ Your tenancy, if any, in the Premises is terminated **30 days** from service of this Notice, or on _____ (whichever is later). Only applies if at least one tenant or resident has resided in the Premises for less than one year.
- OR C. ☐ Your tenancy, if any, in the Premises is terminated **90 days** from the service of this Notice, or on _____ (whichever is later). Applies if Tenant is a beneficiary of, and the tenancy is subject to, a government agency rental housing assistant program.
- OR D. ☐ Your tenancy, if any, in the Premises is terminated **30 days** from the service of this Notice, or on _____ (whichever is later). Only applies if all of the following are met:
- (1) Housing Provider has entered into a contract to sell the Premises to a natural person(s);
 - (2) **AND** Purchaser intends to reside in the Premises for at least one year following the termination of the tenancy in the Premises;
 - (3) **AND** Housing Provider has established an escrow with an escrow company licensed by the Department of Financial Protection and Innovation, Department of Insurance, or a licensed Real Estate Broker;
 - (4) **AND** Escrow was opened 120 or fewer days prior to the delivery of this Notice;
 - (5) **AND** Title to the Premises is separately alienable from any other dwelling unit (i.e., is a single-family unit or condominium);
 - (6) **AND** Tenant has not previously been given notice of termination of tenancy.

4. If you fail to give up possession by the specified date, a legal action will be filed seeking possession and damages that could result in judgment being awarded against you.

5. State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed.

Housing Provider (Owner or Agent) _____ Date: _____

Housing Provider (Owner or Agent) _____ Date: _____

6. **DELIVERY OF NOTICE/PROOF OF SERVICE:**

This Notice was served by: _____, on _____ (date)

In the following manner: (if mailed, a copy was mailed at _____ (location)

on _____ (enter date, if different from the date on first line of this paragraph))

Emailing a notice does not satisfy the requirements of Code of Civil Procedures §§1162(a) or 1162(b).

To comply with state law, service attempts must be done in the following order: A, then B, then C. As an alternative to that procedure, service may be done by completing D, but additional time should be provided to the notice.

A. ☐ **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.

B. **NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS**

☐ **Substituted service.** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.

C. ☐ **NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**

☐ **Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.

D. **NOTE: IN THE ALTERNATIVE TO THE ABOVE OPTIONS FOR SERVING THIS NOTICE, A TENANT MAY BE SERVED BY CERTIFIED OR REGISTERED MAIL.**

☐ **Certified/Registered mail.** A copy of the Notice was mailed to the Tenant at the Premises by Certified or Registered mail. Before filing a legal action based on this notice, a tenant should be given five (5) additional days if served in California, ten (10) additional days if served in another state, twenty (20) additional days if served outside of the United States.

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

(Signature of person serving Notice)

(Date)

(Print Name)

DRAFT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1443

Meeting Date: 11/7/2023

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 concur with FiPAC recommendations on the allocation and appropriation of Fiscal Year 2022-23, if available, year-end savings estimated between \$4.0 million to \$6.0 million in order of priority as follows:
 - a) Transfer \$1.1 million to Fund 401 for the Lions Park Café;
 - b) Transfer \$1.5 million to Fund 401 for Fire Station #4 Training Tower;
 - c) Deposit \$500,000 (up to \$1.0 Million, if available for surplus funds of \$6.0 million) to the Workers' Compensation Fund Balance designation;
 - d) Transfer \$900,000 to Housing Fund 222 for Housing Element and Visioning;
 - e) Transfer \$300,000 to Equipment Fund 602 to pay the balance of one Fire Engine Apparatus; and
 - f) Transfer \$1.2 million to Fund 401 for improvements to the City's Golf Course and Tennis Center.

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 to \$6.0 million surplus at the end of the fiscal year.

City staff presented these two potential year-end surplus options to the City's Finance and Pension Advisory Committee. Three separate public meetings were noticed and held to discuss, in order of preference, the committee's recommendations as to how to best utilize the estimated surplus amounts.

ANALYSIS:

The FY 2022-23 Amended Budget for General Fund Revenues is now estimated at \$177.0 million, versus the adopted amount of \$163.6 million. After accounting for projected General Fund expenses of \$171.3 million, it is anticipated that for the Fiscal Year ending June 30, 2023, there may be a \$4.0 million to 6.0 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 staff and Finance and Pension Advisory Committee (FiPAC) members utilized the City Council's approved Strategic Planning Goals to guide the fiscal year-end operating surplus recommendations to the City Council. They are as follows:

City Council Goal: Achieve Long-Term Fiscal Sustainability

FY 2022-23 Year-End General Fund Preliminary, Unaudited 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 to \$6.0 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 General Fund Balance on June 30, 2022.

Table 1: General Fund Reserves

Fund Balance Category	FY 2018/19 Audited	FY 2019/20 Audited	FY 2020/21 Audited	FY 2021/22 Audited
Committed				
Declared Disasters	\$14,125	\$14,125	\$14,125	\$14,125
Self-Insurance	2,000	2,000	2,000	2,000
Economic Reserves	7,500	9,000	9,000	9,000
Assigned				
Compensated Absences	4,892	5,036	5,920	5,584
Police Retirement 1% Supplemental	2,297	2,365	2,275	1,885
Section 115 Trust	-	1,750	-	-
Workers' Compensation	-	-	-	1,000
Facilities Reserve	-	-	-	2,000
Strategic Plan Projects	-	-	-	2,000
Restricted				
Pension and OPEB	-	-	1,778	3,061
Non-spendable	280	362	965	604
Unassigned	20,451	18,825	17,429	16,517
Total Fund Balance	\$51,545	\$53,463	\$53,492	\$57,776

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 of \$55.0 million 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.

City Council Goal: Achieve Long Term Fiscal Sustainability

Lions Parks Café

The FY 2023-24 Adopted Budget Capital Improvement Fund includes the total cost of design, construction management, and construction for the Lions Park Café \$1.2 million allocation received through Supervisor Katrina Foley from County American Rescue Plan Act (ARPA) funds. However; once staff began soliciting quotes for the design, construction management, and construction of Lions Park Café it was determined that the cost would exceed \$1.2 million and is now estimated at approximately \$2.3 million. FiPAC recommended this project as its priority funding item due to the time sensitivity of the grant funds that need to be committed by December 2024 and expended by December 2025 as per the ARPA (American Rescue Plan Act) Guidelines.

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 the 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 Element 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 are 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. At the June 20, 2023, City Council Meeting, Council approved to transfer \$1.5 million from the General Fund into the Housing Authority Fund for the Sixth Cycle General Plan Housing Element Program Implementation.

City Council Goal: Strengthen Public Safety & Improve Quality of Life

Fire Station No. 4 Training Tower

The Fiscal Year 2022-23 Adopted Budget included an allocation of \$3.6 million for the demolition of the existing training tower at Fire Station 4, and the design and construction of a new regional training tower facility. State grant funds through Assembly Member Cottie Petrie Norris accounts for \$2.5 million of the total funding. The cost for the design services and the fabrication and installation of the training tower already awarded by City Council is approximately, \$2.75 million. Other items including demolition of the tower, installation of foundations, restroom facilities and water capture system, require an additional \$2.4 million, resulting in a shortfall of approximately \$1.5 million.

Tennis Center and Golf Course

Costa Mesa Tennis Center and Costa Mesa Country Club need several capital improvements over the next few years. The lighting at the Costa Mesa Tennis Center is currently being upgraded to a Light Emitting Diode (LED) system to achieve better reliability with reduced maintenance and operating costs. Other improvements at the Tennis Center include restroom and pro-shop renovation, shade structure, new court surfacing and concrete improvements. The Costa Mesa Country Club needs improvements to the grounds as well as facilities. Several bunkers and cart paths need replacement and new cart paths are needed for certain areas. The existing Country Club cafe needs significant modernization with better layout, equipment, seating and lighting. The above improvements will enhance the value of these existing City assets.

Prepay 1 Fire Apparatus

The FY 2023-24 Adopted Budget includes an increase to the City's master lease agreement for the acquisition of one Pierce 1500 GPM Triple Combination Pumper Truck to replace the existing 2003 American LaFrance Pumper. The cost for the replacement Fire pumper is \$1.5 million for the required apparatus and required fixtures. Of the \$1.5 million cost, \$950,000 will be paid from the CDBG Fund, the balance of approximately \$300,000 was initially included through the master lease agreement. However, in order to comply with the City's Financial Policy use of operating surplus, it is recommended to reduce the lease by \$300,000 and utilize the year-end savings.

Finance and Pension Advisory Committee (FiPAC)

On September 13, 2023, the Finance Department presented to the Finance and Pension Advisory Committee the estimated surplus estimates and an overview of the City's fund balance designations and the City's Financial Policy. Staff and committee members discussed the projected \$4 million or \$6 million operating surplus in the General Fund. The committee reviewed and discussed various considered recommendations to the City Council for the potential use of the surplus in order of priority. They used the Financial Policy guidelines and the City Council strategic plan goals to guide them. Finance Policy guidelines state the following three categories for operating surplus:

1. Increase reserves if reserves are below target;
2. Examine opportunities for prepayment and accelerated payoff of debt;
3. Increase funds for capital facilities.

In an effort to assist FiPAC members with their deliberations, staff scheduled a special FiPAC meeting on September 27, 2023 to discuss budgeted and active Capital Improvement Program projects. Public Works Department Director Sethuraman presented to the committee a list of high priority projects, grant projects that are time sensitive, and a list of major projects that are underway and/or scheduled to start.

At the October 11, 2023 FiPAC meeting, staff presented the compilation of projects and designations by each member, and presented the results of the committee members' priorities. The committee discussed the potential use of the projected General Fund surplus. The committee compiled a list based on the City Council's Strategic Planning Goals, in order of importance, and recommends the following to allocate the estimated operating surplus as seen in the table below:

City Council Strategic Planning Goals	Description	4,000,000	6,000,000
Achieve Long Term Fiscal Sustainability	Lions Park Café	1,100,000	1,100,000
Strengthen Public Safety & Improve Quality of Life	Fire Station No. 4: Training Tower	1,500,000	1,500,000
Achieve Long Term Fiscal Sustainability	Workers' Compensation	500,000	1,000,000
Diversify, Stabilize & Increase Housing	Housing Element/Visioning	900,000	900,000
Strengthen Public Safety & Improve Quality of Life	Prepay 1 Fire Apparatus		300,000
Strengthen Public Safety & Improve Quality of Life	Golf Course & Tennis Center		1,200,000
	Subtotal	4,000,000	6,000,000

ALTERNATIVES:

The alternative is that the City Council may choose to refrain from approving the recommended items and otherwise allocate the potential unaudited operating surplus.

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 to \$6.0 million surplus at the end of the fiscal year. Staff recommends the above allocations as recommended by FiPAC based on current operating needs and previously expressed City Council priorities.

LEGAL REVIEW:

The City 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 Goals:

- Achieve Long-Term Fiscal Sustainability
- Diversify, Stabilize and Increase Housing to Reflect Community Needs
- Strengthen Public Safety and Improve Quality of Life

CONCLUSION:

Staff recommends the City Council:

1. Authorize the City Manager, or her designee, to concur with FiPAC recommendations on the allocation and appropriation of Fiscal Year 2022-23, if available, year-end savings estimated between \$4.0 million to \$6.0 million in order of priority as follows:
 - a) Transfer \$1.1 million to Fund 401 for the Lions Park Café;
 - b) Transfer \$1.5 million to Fund 401 for Fire Station #4 Training Tower;
 - c) Deposit \$500,000 (up to \$1.0 Million, if available for surplus funds of \$6.0 million) to the Workers' Compensation Fund Balance designation;
 - d) Transfer \$900,000 to Housing Fund 222 for Housing Element and Visioning;
 - e) Transfer \$300,000 to Equipment Fund 602 to pay the balance of one Fire Engine Apparatus;
and
 - f) Transfer \$1.2 million to Fund 401 for improvements to the City's Golf Course and Tennis Center.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1383

Meeting Date: 11/7/2023

TITLE:

LIONS PARK CAFÉ PROJECT

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. Authorize the City Manager and City Clerk to execute Amendment Number Five to the Professional Services Agreement (PSA) with Johnson Favaro, 5898 Blackwelder Street, Culver City, CA 90232, in the amount of \$130,250 with a three-year contract extension, and any future amendments.
2. Authorize the City Manager and City Clerk to execute Amendment Number Two to the PSA with STV Construction, Inc., 1055 West Seventh Street, Suite 2900, Los Angeles, CA 90017, in the amount of \$226,960 with a three-year contract extension, and any future amendments.
3. Authorize the City Manager to execute Change Order No. 2 to the Purchase Order with Tovey/Shultz Construction, Inc., 18261 Collier Avenue, Unit A, Lake Elsinore, CA 92530, in the amount of \$1,929,805, and any future amendments.
4. Create and/or amend the City's budget appropriations and allocations in the amounts and funds as needed to effectuate the changes identified above.

BACKGROUND:

On November 17, 2015, a PSA was awarded to Johnson Favaro in the amount of \$2,991,287 for architectural and engineering services for the design of The Lions Park Projects located at 1845 and 1855 Park Avenue. Amendment Number One to the PSA was processed on July 30, 2018, providing for a \$9,266 increase in compensation for additional security consulting services. Amendment Number Two was processed on January 15, 2019, providing for a \$6,600 increase in compensation for additional telecommunications consulting services. Amendment Number Three was processed on April 26, 2019, providing for a \$2,200 increase in compensation for design services for a donor recognition plaque system. Amendment Number Four was processed on November 16, 2020, providing for a two-year contract extension through December 31, 2022.

On August 2, 2016, a PSA was awarded to STV Construction, Inc. in the amount of \$2,894,056.21 for construction management services related to The Lions Park Projects. On March 24, 2021, Amendment Number One was issued in the amount of \$90,000 for additional services to address project delays due to COVID-19 related impacts.

On July 18, 2017, a Public Works Agreement (PWA) in the amount of \$28,739,822 was awarded to Tovey/Shultz Construction, Inc. for the construction of The Lions Park Projects. While the Café was designed and was included as an Additive Bid item, the City Council did not award the Café portion of the project. On February 8, 2022, Change Order Number One in the amount of \$209,562.50 was issued to implement the Community Center Capri Courtyard concrete, electrical, lighting, landscaping, and irrigation improvements.

The project site encompasses the Donald Dungan Library, the Norma Hertzog Community Center (NHCC), the Lions Park Event Lawn, and the area between the Costa Mesa Historical Society Building and Anaheim Avenue.

The improvements to Lions Park included the demolition of the pre-existing Neighborhood Community Center (NCC); construction of a new, two-story, 24,000 square foot (SF) LEED Gold library, and renovation of the pre-existing library to be repurposed as the new, 9,000 SF LEED Gold Norma Hertzog Community Center. Construction also included the new Lions Park event lawn, parking lot improvements, storm drain improvements, landscape and irrigation improvements, and off-site street improvements to Park Avenue and Anaheim Avenue.

Phase One of the project consisting of the demolition of the NCC, construction of the new Donald Dungan Library, and the event lawn was completed in May of 2019.

Phase Two of the project consisting of the renovation of the new NHCC was completed in November of 2020.

The City is in receipt of the \$1.2 million American Rescue Plan Act (ARPA) Grant Fund to construct the Café Building as the third phase of the project. Rendering and layout of the Lions Park Café as originally designed are included in Attachment 1.

ANALYSIS:

In order to implement Phase Three of The Lions Park Projects, project plans and specifications for the Café Building previously designed by Johnson Favaro are required to be updated to comply with the 2022 California Building Code (CBC) and submitted for Orange County Health Department approval.

Johnson Favaro has submitted an amendment request (Attachment 2) in the amount of \$130,250 to update the project plans to meet the new 2022 CBC, obtain Building Division and Health Department approvals, and provide engineering support services during construction, responding to requests for information, changes in scope due to material availability and site constraints, reviewing submittals, conducting site visits, and producing as-built plans. Johnson Favaro will be providing full structural, mechanical, electrical, plumbing, landscaping, lighting, food service/kitchen, information/technology, and security design support.

STV Construction, Inc., has submitted an amendment (Attachment 3) request in the amount of \$226,960 for construction management services. Services include inspection to ensure compliance with project plans and specifications, coordination with utility agencies and project stakeholders, change order review and recommendation, on-site project coordination, document control, quality management, and building commissioning.

Tovey/Shultz Construction, Inc., has submitted a change order request (Attachment 4) for the construction of the Café Building in the amount of \$1,929,805. The Café Building is designed to be approximately 1,000 square feet and includes a food storage and service area, concession counter, food preparation area, equipment and washing area, restroom, electrical room, storage room, and associated utility construction.

The total cost of design, construction management and construction for the Lions Park Café is now estimated at approximately \$2.3 million, exceeding the \$1.2 million allocation received through Supervisor Katrina Foley from County American Rescue Plan Act (ARPA) funds. Staff requests City Council authorization to appropriate \$1.1 million from prior fiscal-year surplus funds. The Finance, Investments, and Pension Advisory Committee (FiPAC) Staff will also work with the design consultant to conduct Value Engineering to determine ways to reduce costs as well scope of the project to lower the funding shortfall.

ALTERNATIVES:

The Council could direct staff to solicit services from new firms to design and construct the Lions Park Café Building. However, this action is not recommended as the current firms have an in-depth knowledge of the existing site, design and construction parameters, and firsthand experience with the design and construction of Phases 1 and 2 of the project. Soliciting new firms would also greatly impact the project schedule and cost.

Another alternative could be to redesign the site entirely with a reduced scope of work, footprint, and alternative building materials. This will require a complete re-design of the Café project, modification of utility stub-outs, and extended duration for project implementation. The actual cost savings, if any, cannot be determined.

The final alternative is to cancel the project and return the County ARPA funding of \$1.2 million. This will require the restoration of the Lions Park area by eliminating the stub-outs and creating space for temporary food trucks. Staff estimates that approximately \$200,000 is needed to clear all obstructions, remove existing fencing, and provide a food truck area.

FISCAL REVIEW:

This project has an existing allocation of \$1.2 million through County ARPA funds. Additional funding allocation of \$1.1 million from General Fund surplus monies for the fiscal year ended June 30, 2023 is being requested to fund the remainder of the project.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

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

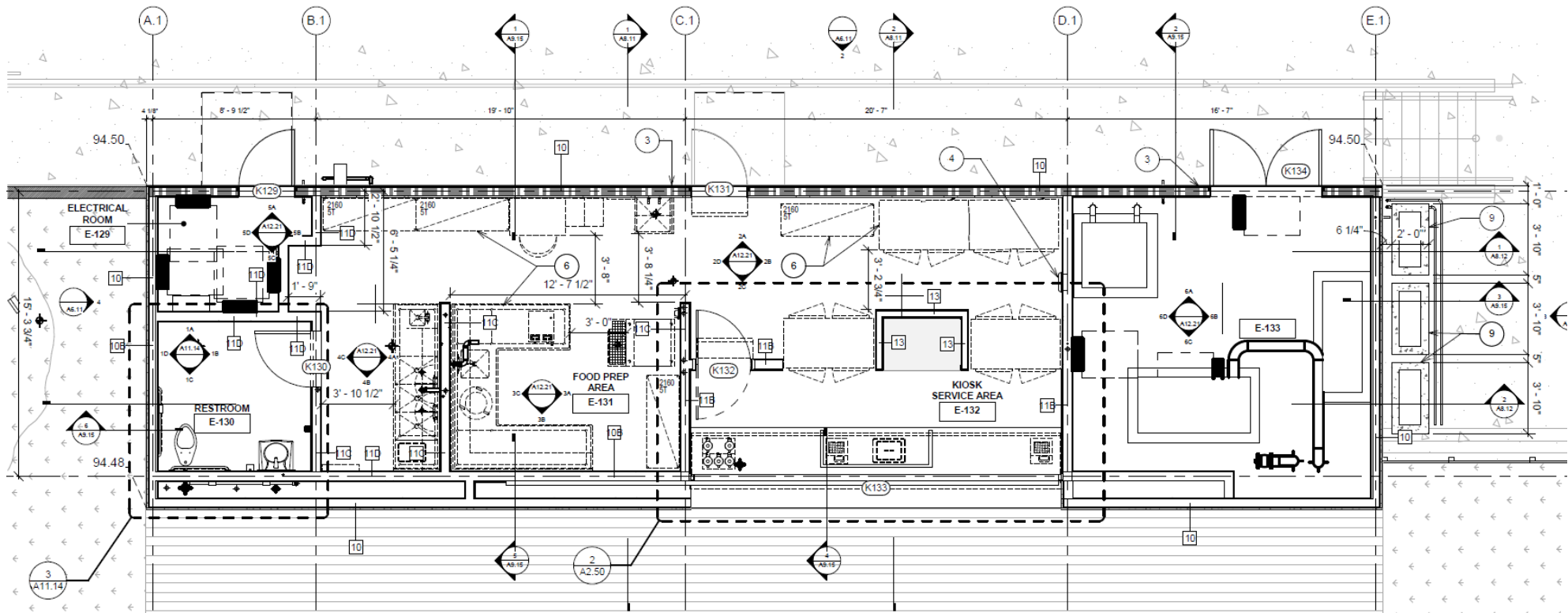
CONCLUSION:

Staff recommends the City Council:

1. Authorize the City Manager and City Clerk to execute Amendment Number Five to the PSA with Johnson Favaro, 5898 Blackwelder Street, Culver City, CA 90232, in the amount of \$130,250 with a three-year contract extension, and any future amendments.
2. Authorize the City Manager and City Clerk to execute Amendment Number Two to the PSA with STV Construction, Inc., 1055 West Seventh Street, Suite 2900, Los Angeles, CA 90017, in the amount of \$226,960 with a three-year contract extension, and any future amendments.
3. Authorize the City Manager to execute Change Order No. 2 to the Purchase Order with Tovey/Shultz Construction, Inc., 18261 Collier Avenue, Unit A, Lake Elsinore, CA 92530, in the amount of \$1,929,805, and any future amendments.
4. Create and/or amend the City's budget appropriations and allocations in the amounts and funds as needed to effectuate the changes identified above.

Lions Park Café Building Rendering and Layout







New Donald Dungan Library, Neighborhood Community Center and Park Improvements Project – Café Kiosk

PROJECT SCOPE

The Project, located in Lions Park, includes the vertical construction of a new approximately 1,000 SF Café Kiosk and site improvements to include new decking.

CAFÉ KIOSK

The Project includes vertical construction of the new approximately 1,000 SF Café Kiosk, which is a snack and beverage service kiosk to serve the park and all facilities in the park. The site improvements include approximately 1,100 SF of new wood decking along the south side of the kiosk.

BASIC DESIGN SERVICES

The Consultant as Architect-of-Record will manage and coordinate all design and document preparation tasks through the phases identified below. The Consultant shall provide the services of external sub-consultants, or professional expertise from its own staff in at least the following disciplines:

- Structural Engineering
- Mechanical, Electrical & Plumbing Engineering
- Landscape Architecture
- Lighting Design
- Food Service/Kitchen Design
- Information/Technology- Data Telecom
- Obtaining Health Department Permit

REPACKAGE CONSTRUCTION DOCUMENTS

1. Drawings and specifications will need to be repackaged into a permittable and biddable set. The Consultant shall prepare Café Kiosk Construction Documents consisting of drawings and other documents setting forth in detail the requirements for construction of the Project. The Consultant shall prepare complete drawings and specifications as are necessary for obtaining a Building Permit under CBC 2022, developing complete bids for the Café Kiosk, and for properly executing the Project work. Café Kiosk Drawings and Specifications shall set forth in detail all of the following: 1) the Project construction work to be done; 2) the materials, workmanship, finishes, and equipment required for the Project; and 3) the utility service connection equipment and site work.
2. The Café Kiosk Construction Documents and Specifications must be in such form as will enable the Consultant and the City to secure the required permits and approvals from the Building Department and Health Department under CBC 2022.

PERMITS AND REBIDDING

1. The City, with input and assistance from the Consultant, shall develop the documents describing Contract, General Conditions, Supplementary General Conditions, Special Conditions, other necessary conditions of the contract, Division One of the Project Manual (i.e. City standards for construction, specifications, and the contract), Sample Forms, prequalification requirements and forms, and any other certifications and documents required by laws, rules and regulations which may be reasonably required in order to obtain General Contractor bids responsive to the Construction Documents. Excluded work in this phase includes development and preparation of: 1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms and 2) the Conditions of the contract for Construction (General, Supplementary and other Conditions).
2. Upon completion of Café Kiosk Construction Documents, they shall be submitted to the appropriate federal, state, regional or local permitting agencies concerned with the Project.
3. Upon incorporation of permitting agency comments the Consultant shall schedule a back-check review with the permitting agency. Any back check changes required by the permitting agency shall be incorporated into the Construction Documents.
4. During the Café Kiosk Bidding Process, the Consultant shall respond to requests for information or clarification. The Consultant shall respond only to questions or requests for clarifications concerning the Construction Documents that are submitted by the City or the Contractor. Any such questions or requests for clarifications from bidders must be submitted through the City/Contractor.
5. The Consultant shall prepare for Café Kiosk any required addenda to the Construction Documents in the City's format for approval and distribution by the City.

CONSTRUCTION ADMINISTRATION PHASE

1. All Construction Administration services identified below are provided for the Café Kiosk.
2. The Consultant shall provide general administration of the Construction Documents and the work performed by the Contractor and Sub-contractors. The Consultant shall observe work executed from the Construction Documents.
3. The Consultant shall provide services during the Construction Phase under management and oversight of the City's Project Manager (PM) for the Project.
4. All Consultant communication with the contractor during Bidding and Construction Phases shall be through the PM.

5. The Consultant shall review the project schedule, schedules of shop drawing submittals and schedules of values prepared by the construction contractor and consult with the PM concerning their acceptability.
6. The Consultant shall review and provide responses to Requests for Information (RFI) prepared by the construction contractor and consult with the PM concerning their acceptability when appropriate.
7. The Consultant shall conduct site visits to observe each contractor's work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such visits shall be conducted weekly or as often as are necessary and appropriate to the stage of construction. Such visits may be in conjunction with the Project's construction meetings.
8. The Consultant shall cause all architects, engineers and other consultants, as may be hired by the Consultant or City, to observe the work completed under their disciplines as required and approve and review all test results for general conformance with the Construction Documents.
9. The Consultant shall attend all construction meetings and confirm written reports/minutes produced by the PM after each construction meeting in order to keep the City informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the PM's sole discretion, but no less than weekly.
10. The Consultant shall make written reports to the PM as necessary to inform the PM of problems arising during construction, changes contemplated as a result of such problems and progress of the Project work. The Consultant shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work which were not employed or hired by the Consultant.
11. The Consultant shall review, process, and approve all submissions for compliance with the Construction Documents and respond to such submissions in a timely manner to not delay the progress of the schedule or construction work. The Consultant's review and response shall be done in such a manner to ensure the timely and uninterrupted progress of the Project work.
12. The Consultant shall evaluate and advise the PM of any Change Requests and material change(s) which may be requested or necessary in the Project plans and specifications. The Consultant agrees to comply with the PM's change request process and shall provide the PM with its opinion as to whether such change requests should be approved.

13. The Consultant, upon request by the City or City's representative, shall examine and provide feedback on the construction contractor's application for payment based on the Consultant's observations at the site. Such certification for payment shall not be a representation that the Consultant has: 1) made exhaustive or continuous on-site inspections of the work for which payment is sought; 2) reviewed construction means, methods, techniques, sequences or procedures for the work for which payment is sought; 3) ascertained how and for what purpose the contractor has used money previously paid; or 4) certified that the work for which payment is sought is without defects.
14. The Consultant shall determine the date of substantial completion, in consultation with the PM, and complete and submit the appropriate form to the PM.
15. After determining that the Project is substantially complete, the Consultant shall participate in the inspection of the Project and shall prepare a Punch List of all remaining deficiencies and minor items needed to be corrected or completed on the Project. The Consultant shall notify the PM of all Punch List Items.
16. The Consultant shall cause all other architects, engineers, and other consultants, as may be hired by the Consultant, to file any and all required documentation with governmental authorities necessary to close out the Project. The Consultant shall assist the PM in obtaining such documentation from all other architects, engineers, or other consultants.

PROJECT CLOSE-OUT PHASE

1. All Project Close-out Phase services identified below are provided for the Café Kiosk.
2. The Consultant shall incorporate all RFI, Addenda and Bulletins and Contractor as-built files into the Construction Documents and issue BIM digital files authored in an approved software application, as described by the City BIM Standards. Graphic Design/Signage Design document files shall be delivered as Illustrator files and in PDF format only.
3. The Consultant shall review the Contractor furnished as-built files for completeness.
4. The Consultant shall review all warranties, guarantees and final close-out material provided by the contractor and sub-contractors.
5. The Consultant shall cause all other engineers and other consultants, as may be hired by the Consultant to file any and all required documentation with all governmental agencies necessary to close out the Project.

AUTHORIZED ADDITIONAL SERVICES

1. The Consultant shall consult with additional specialists during the foregoing phases to the extent necessary. The fees for all consultants in those areas as required are included in Authorized Additional Services. The fees for required Additional Services of the above, beyond the scope of this project as described here, and as requested by the City shall be paid directly by the City and any coordination required by the Consultant shall be billed as Additional Services.
2. The Consultant shall bill as Additional Services all work that is the result of a substantial change directed by the City, that necessitates going back to, or repeating a part of or the entirety of any phase already approved and complete. Preparation of documents, applications, and/or other time spent on obtaining variances, or easement adjustments shall be billed as Additional Services.
3. Additional Services may be authorized by the City. If authorized, such Additional Services and Reimbursable Expenses associated with the Additional Services will be compensated at the rates and in the manner set forth in "Basis of Compensation" below, unless a flat rate or some other form of compensation is mutually agreed upon by the parties.
4. Additional Services mean 1) any work or Services which is determined by the City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; 2) revisions in Drawings or Specifications or other documents when such revisions are caused by conflicts to previously issued instructions of the City; 3) additional Drawing, Specification or document preparation and/or administration of work on portions of the Project separately bid; or 4) any work listed as Additional Services.

GENERAL REQUIREMENTS

1. Project fees for this Project are based on Design/Bid/Build project delivery.
2. The City may be requested to supply the Consultant with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings in the City's possession. The Consultant will make a good-faith effort to verify the accuracy of such information by means of a thorough survey of site conditions.
3. The City will provide existing record drawings and provide any supplemental information to the Consultant which is available. The Consultant shall not be responsible for the accuracy of the information or existing record drawings, except to the extent that any inaccuracy should have reasonably been detected by the Consultant, pursuant to its standard of care and visual observation of existing conditions.

4. The Consultant and the Consultant's consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure to hazardous materials or toxic substances in any form at the Project site.
5. All plans, specifications, original or reproducible transparencies of working drawings, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other Project Documents prepared pursuant to this Agreement shall be and remain the property of the City. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subcontractors or consultant, the Project Documents shall be the property of the City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, the Consultant shall provide to the City copies of all Project Documents required by the City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of seven (7) years following completion of the Project, and shall make copies available to the City upon the payment of reasonable duplication costs. Before destroying Project Documents following this retention period, Consultant shall make a reasonable effort to notify the City and provide the City with the opportunity to obtain the documents.
6. The Consultant grants to the City the right to use and reuse all or part of the Project Documents, at the City's sole discretion and with no additional compensation to the Consultant, for the following purposes: A) The construction of all or part of this Project; B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time; C) The construction of another project by or on behalf of the City for its ownership and use. The City is not bound by this Agreement to employ the services of the Consultant in the event such documents are used or reused for these purposes. The City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant. The use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit the City's right to recover for latent defects or for errors or omissions of the Consultant for the Project.
7. Any use or reuse by the City of the Project Documents on any project other than this Project without employing the services of the Consultant shall be at the City's own risk and liability with respect to third parties. If the City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's architect seal from the Project Documents and indemnify and hold harmless the Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project. The Consultant shall not be responsible or liable for any revisions to the Project Documents made by any party other than the Consultant, a party for which the Consultant is legally responsible or liable, or anyone approved by the Consultant.

8. This Agreement creates a non-exclusive and perpetual license for the City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. The Consultant shall require any and all subcontractors and consultants to agree in writing that the City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.
9. The Consultant represents that the Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that the Consultant prepares or causes to be prepared pursuant to this Agreement. The Consultant makes no representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than the Consultant and provided to the Consultant by the City.
10. Upon 100% completion of the Construction Documents and Specifications, the Consultant shall provide the City with one hardcopy for reproduction.
11. The Consultant shall provide coordinated Construction Document level BIM digital files authored in an approved software application. BIM files are to be used by the Contractor in developing 4D and 5D technology and processes, shop drawings, coordination drawings and as-built drawings for this project. The Consultant is responsible for running clash detections as needed to ensure proper coordination between the Consultant and Sub-Consultants. Specifications shall be provided in Microsoft Word format. Graphic/Signage Design documents shall be provided as Illustrator and PDF files only. Acceptance of these electronic files constitutes acknowledgement of the conditions of this agreement between the Consultant and the City.
12. The Consultant is providing, by agreement with the City, materials stored electronically. The parties recognize that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media (including but not necessarily limited to "CAD documents" and "BIM") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. The signed and/or stamped hard copies of the Architect's Instruments of Service are the only true contract documents of record.

CITY'S OBLIGATIONS

1. The City shall provide the Consultant prior to the project start date confirmation of Project Schedule and Project Budget.
2. City's responsibilities shall include 1) retaining consultant(s) to conduct materials testing and inspection or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations; 2) pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval

jurisdiction over the Project; and 3) designate a person(s) to act as representative for the performance of this Agreement (City's Representative).

3. The City's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of services.

RESPONSIBILITY FOR CONSTRUCTION COST

1. No cost estimating services are included with this proposal.

BASIS OF COMPENSATION

Based on the Scope of Work and Services defined above, Johnson Favaro and its consulting team propose a Professional Services Lump Sum Fee and Hourly Rate per Table 1 below. The fee will be billed monthly in proportion to the work completed.

For a Fee Summary by Consultant, see Table below:

PROFESSIONAL SERVICES FEE- LIONS PARK CAFÉ KIOSK		
HOURLY RATES & LUMP SUM FEE SUMMARY BY CONSULTANT		
	POSITION	HOURLY RATE (USD)
Architecture	No Cap	\$41,500
	Principal Architect	\$250
	Associate Principal	\$200
	Senior Design Principal	\$180
	Design Associate	\$150
	Designer	\$140
	Junior Designer	\$120
	Administration	\$120
Structural Engineering	No Cap	\$12,500
	Chief Executive Officer	\$325
	Principal	\$280
	Senior Vice President	\$275
	Vice President	\$270
	Senior Project Manager	\$250
	Senior Consultant	\$240
	Senior Project Engineer	\$225
	Project Engineer	\$200
	Senior Designer	\$160
	Designer	\$150
	Engineering Coordinator	\$125
	Senior BIM/CAD Coordinator	\$125
	BIM/CAD Coordinator	\$165
	Project Accounting	\$100

Mech. & Plumb Engineering	No Cap	\$11,600
	Principal	\$225
	Engineer	\$195
	Project Manager	\$185
	Sr. Designer	\$160
	Designer	\$140
	CAD Drafting	\$100
	Clerical	\$80
Electrical Engineering	No Cap	\$2,800
	Principal	\$200
	Engineer	\$175
	Project Manager	\$165
	Sr. Designer	\$140
	Designer	\$120
	CAD Drafting	\$90
	Clerical	\$70
Lighting	No Cap	\$4,900
	Principal	\$220
	Senior Designer	\$195
	Associate Designer	\$165
	Designer	\$120
Landscape Architecture	No Cap	\$15,000
	President	\$385
	Partner	\$300
	Principal	\$265
	Director	\$240
	Associate Director	\$225
	Senior Associate / Studio Leader	\$210
	Associate / BIM Manager	\$195
	Project Designer	\$185
	Designer	\$170
	Intern	\$135
	Clerical	\$90
Food Service	Not to Exceed Lump Sum Fee	\$9,500
	Designer	\$240
	Project Management	\$240
	CAD/Revit Drafting	\$135
	Administration	\$95
*Plan Check Fees for Health Permit		\$750
Information Technology/Audiovisual	No Cap	\$11,700
	Principal, Director	\$290
	Project Consultant	\$220
	Designer	\$200
	CAD/BIM Support	\$130
*Unforeseen Conditions Allowance Directed by the City		\$20,000
REPACKAGE, REPERMIT, REBID, & CA SERVICES TOTAL		\$130,250

REIMBURSABLES

The City shall reimburse the Consultant a sum for its reasonable out-of-pocket expenses that are incurred and paid for by the Consultant in furtherance of performance of its obligations under this agreement. Reimbursables are included in the Fee for Basic/Authorized Additional Services. The categories of expenses include:

- Printing and reproduction costs
- Shipping, overnight mail, postage, messenger and other handling of drawings and documents.
- Long distance telephone calls outside of the 213, 310, 562, 626, 323, 714, 949, 951 and 909 area codes.
- Renderings and special presentation models other than specified in the Proposal requested by the City.
- Additional Consultants not considered a part of Basic Services
- Fees paid to third parties for securing approval of authorities having jurisdiction over the project.

PRELIMINARY PROJECT SCHEDULE

Exact schedule to be determined.

The Consultant shall advise the City of any adjustments to the preliminary project schedule. Evaluation of the project schedule as well as subsequent estimates of the project schedule prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with community planning, design and construction. It is recognized, however, that the Consultant has no control over the performance of the City, the City Project Manager, the City of Costa Mesa Building Department or the general contractor in adhering to the project schedule. Accordingly, the Consultant cannot and does not warrant or represent that the project schedule will not vary from that represented herein, nor from any schedule estimate or evaluation prepared or agreed to by the Consultant.

EXCLUSIONS

1. Material testing
2. Hazardous materials abatement scope related to survey of existing conditions, drawings, reports, documents and or specifications.
3. Methane extraction systems
4. Off-site public improvements, not described in this Proposal including adjoining street widening.
5. Planning for Interim Housing or relocation drawings/diagrams
6. Physical presentation models
7. Partnering Workshops
8. Additional cost estimates or revisions to completed cost estimates
9. Design/Coordination of a Distributed Antennae System (DAS)
10. Ordering Cable or Satellite TV service
11. Design of the Telco utilities
12. Permitting through the City of Costa Mesa
13. LEED services
14. Cost estimating services

ADDITIONAL SERVICES

Additional Services shall be provided if authorized or confirmed in writing by the Client. These services shall be subject to an additional fee. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out.

Additional Services will be billed on an hourly basis at the rates shown below:

Principal Architect	\$250
Associate Principal	\$200
Senior Design Principal	\$180
Design Associate	\$150
Designer	\$140
Junior Designer	\$120
Administration	\$120



June 9, 2023

Attn: Mr. Arash Rahimian, P.E.
Senior Engineer
City of Costa Mesa, CA 92626

**Re: Construction Management Support Services for Costa Mesa Lions Park Café Building
Proposed Sr. PM – James H. Adams, AIA/CCM**

Mr. Rahimian,

STV is pleased to submit to the City of Costa Mesa Public Works Department our lump sum cost proposal with respect to providing on-site pre-construction coordination, construction management, and inspections during the construction and closeout phases for the Lions Park Café Project. This effort will be led by Mr. James Adams serving as our Sr. Project Manager and functioning as the City's Construction Manager and Owner's Representative who will report directly to you.

STV to provide the on-site construction management and inspections at 20 hrs./wk. for approximately One Year.

FEE PROPOSAL

Basic Services Compensation

STV proposes to provide a part-time, 20 hours/week, Sr. Project Manager to serve for a 12-month period. The fee is based on 20 hours per week at \$199.00/hour plus an allowance in the amount of \$20,000.00 to be directed by the City for additional services due to unforeseen circumstances for a total Fee of \$226,960.00 which will be billed monthly.

Hourly Rates

Our Basic compensation is based on the following hourly:

Name / Role	Hourly Rate	Weekly Total	12-Month Total
James Adams Sr. Project Manager	\$199 / Hour	\$3,980.00/Weekly & Billed Monthly	\$206,960.00
Contingency Allowance			
Unforeseen Circumstances Contingency Allowance			\$20,000.00
Total Fee Amount – Not to Exceed			\$226,960.00

Please review the above as well as the Exhibit A – Statement of Work below and feel free to call or email me directly if you have any questions regarding our cost proposal. We are excited and ready to provide the City of Costa Mesa with the support that I know our team can provide. Thank you again for the opportunity and I look forward to hearing from you soon.

Sincerely,

STV Construction, Inc.

James H. Adams AIA/CCM for Dave Watson

Sr. Project Manager

VP - Western Region Director | Construction Management Division



**Exhibit A - Statement of Work ("SOW")
Construction Management and Inspections
for
Lions Park Café Project**

1. Description of Services

Pursuant to and in conformance with any standards, guidelines and/or specifications which may be provided by the City of Costa Mesa (City) to STV from time to time, STV will perform or deliver to the City under the Agreement as a work made for hire (collectively, the "Services").

Objectives of the Services to be Performed which may be actually on site or by Virtual methods:

- Provide part- time on-site augmented project management services to supplement City's in-house project management support on the construction, inspections and close-out for the Lions Park Café Building Project.
- Work with a safety mindset, review the project safety plan and provide project oversight while collaborating with the General Contractor's (GC) Safety Manager.
- Manage General Contractor (GC) to their Statement of Work, including management oversight of schedules, pay applications and deliverable timelines.
- Review, track, and catalogue documentation (RFIs, Submittals, etc.) provided by the GC and processed by the Architect.
- Review Contractual documents, drawings, technical specifications, and process documentation against the project requirements to confirm compliance.
- Ensure construction complies with contract documents.
- Coordinate construction activities with utility agencies and park stakeholders.
- Chair and minute weekly project status meetings, or as necessary, to document the status of the project, provide updates to action items, and schedule updates.
- Review and provide recommendations on quotes/proposals/change orders.
- Evaluate current content and develop innovative approaches for improvement.
- Review GC close out package (which should include but not limited to warranty information, as-builts and QC reports).
- Review and track permitting requirements and submission.
- Provide weekly project status reports to the City and Monthly summaries as required.

2. Start of Services

- STV may begin Service delivery only later of: (a) issuance of Notice to Proceed (b) when STV receives the applicable Purchase Order from the City.

3. Payment

3.1 Services Fees

- The City of Costa Mesa will pay STV hourly rates as full and final payment for the Services. The City will only make payment for Services that STV has completed and delivered to the City, and that the City has accepted.

END of EXHIBIT A



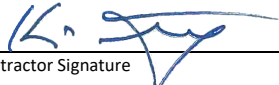
Change Request

Owner: City of Costa Mesa Date: 6/15/2023
 Project Name: Lions Park Project Project Number: 17-1578
 To: Arash Rahimian Change Request: 273

Description of Work:

This Change Request is for the Cost to Build the "Café Building". This includes all MEP's, Structural and Kitchen Equipment.

A. Subcontractor Costs:	\$	-
B. Subtotal Subcontractor Costs:	\$	-
C. General Contractor OH&P - % of Item B	\$	-
D. Subtotal - Subcontractor Costs	\$	-
E. General Contractor's Costs:		
1. Material & Equipment:		
TSCI (Breakdown attached)	\$	1,929,805.00
2. Labor:		
Supervision Hours @	\$	-
General Labor Hours @	\$	-
F. Subtotal - General Contractor's Cost	\$	1,929,805.00
G. General Contractor's OH&P %	\$	-
H. Subtotal General Contractor Costs	\$	1,929,805.00
I. Subtotal All Costs	\$	1,929,805.00
J. Liability Insurance	\$	-
K. Bond 1%	\$	-
L. Added days for time extension:		
M. TOTAL	\$	1,929,805.00


 Contractor Signature

Project Manager 6/15/2023
 Title Date

Owner Signature

Title Date

Lions Cafe Building Change Order Breakdown - 6.14.23 final (2)

Description		
General Conditions		\$200,000
Temporary Fencing		\$2,000
Final Clean Up		\$2,000
Site Clean Up		\$1,000
Plan Check		by owner
Permits		by owner
City License		\$350
Tests & Inspections		by owner
Rough Carpentry		\$77,900
Ipe deck budget		\$110,300
Roofing		\$43,800
Building Insulation		\$4,950
Glass and glazing		\$88,000
Sheet metal, coping, scuppers, downspouts		\$21,406
Doors, frames and hardware		\$22,200
Saino door		\$38,398
Installation of Saino door		\$8,000
Gyp board		inc with plaster
Plaster		\$160,000
FRP		\$5,757
Acoustic Ceiling		\$13,275
Ceramic Tile		\$16,993
Epoxy flooring		\$10,800
Paint		\$20,877
Concrete sealer		\$500
Toilet Accessories		\$2,375
Signage		\$25,100
Fire Extinguishers and Cabinets		\$2,000
Knox Box		\$750
Restroom Mirrors		\$500
Kitchen Equipment		\$151,265
Site Furnishings		\$20,000
Sprinklers		NIC
Plumbing		\$110,500
Gas underground allowance		\$25,000
HVAC		\$106,800
Controls		\$28,000
Electrical		\$148,753
Fire alarm		\$30,000
Security		\$5,004
grading and hauling		inc with concrete
Exterior concrete		\$35,000
Landscape modifications		\$15,000
Builders Risk		\$7,500
Subtotal		\$1,562,053
OH&P		\$156,205
Liability 1.25%		\$24,123
Total		\$1,742,381
Bond 1%		\$17,424
Total		\$1,759,805
Allowance for unforeseen conditions		\$170,000
TOTAL WITH CONTINGENCY		\$1,929,805



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1426

Meeting Date: 11/7/2023

TITLE:

REQUEST FOR CITY COUNCIL DIRECTION REGARDING THE POTENTIAL PREPARATION OF A MORATORIUM AND/OR OTHER ALTERNATIVE PROCEDURE TO DISCONTINUE OR SUSPEND ACCEPTANCE AND PROCESSING OF CANNABIS RETAIL APPLICATIONS

**DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES
DEPARTMENT/PLANNING DIVISION**

**PRESENTED BY: JENNIFER LE, DIRECTOR OF ECONOMIC AND
DEVELOPMENT SERVICES**

**CONTACT INFORMATION: JENNIFER LE, DIRECTOR OF ECONOMIC AND
DEVELOPMENT SERVICES, (714) 754-5270**

RECOMMENDATION:

Staff recommends the City Council provide direction regarding the potential preparation of a moratorium and/or other alternative procedure to discontinue or suspend acceptance and processing of cannabis retail applications.



Agenda Report

Item #: 23-1426

Meeting Date: 11/07/2023

TITLE:

REQUEST FOR CITY COUNCIL DIRECTION REGARDING THE POTENTIAL PREPARATION OF A MORATORIUM AND/OR OTHER ALTERNATIVE PROCEDURE TO DISCONTINUE OR SUSPEND ACCEPTANCE AND PROCESSING OF CANNABIS RETAIL APPLICATIONS

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: JENNIFER LE, DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES

CONTACT INFORMATION: JENNIFER LE, DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES, (714) 754-5270

RECOMMENDATION:

Staff recommends the City Council provide direction regarding the potential preparation of a moratorium and/or other alternative procedure to discontinue or suspend acceptance and processing of cannabis retail applications.

BACKGROUND:

On November 3, 2020, Costa Mesa voters approved Measure Q, the Costa Mesa Retail Cannabis Tax and Regulation Measure. This measure allowed the City to adopt regulations permitting cannabis storefront retail (dispensaries) and non-storefront retail (delivery) within the City subject to certain requirements. On June 15, 2021, the City Council adopted Ordinances No. 21-08 and No. 21-09 to amend Titles 9 and 13 of the CMMC to establish regulations for legal cannabis storefront and non-storefront (delivery) businesses. The Ordinances are linked below:

- [Ordinance No. 2021-08](#) (Title 9, Business Licenses);
- [Ordinance No. 2021-09](#) (Title 13, Zoning).

The Ordinances establish standards, regulations and permitting requirements for cannabis retail businesses.

On September 5, 2023, the City Council provided direction to staff on a 7-0 vote to work with the City's Planning Commission to explore various amendments to the existing Cannabis Ordinance to reduce business displacement and potential overconcentration of cannabis retail businesses, among other items. Depending on data obtained regarding these items, staff would work with the Planning Commission to develop options, recommendations and/or an ordinance amendment to address those issues. The Planning Commission would make a recommendation to the City Council, as the City Council is the final decision-making body.

The City Council directed staff to compile information and prepare recommendations related:

- Establishing a minimum separation between cannabis storefronts
- Increasing the minimum separation between cannabis storefronts and youth centers, as defined in the CMMC, from 600 feet to 1,000 feet to be consistent with other sensitive use separations
- Establishing a minimum separation between residential zoning districts and cannabis storefronts
- Adding limitations to prohibit the marketing of cannabis and cannabis products to youth
- Establishing a maximum number of retail cannabis businesses
- Establishing bonafide labor peace agreement requirements for cannabis storefronts
- Allowing the word "cannabis" on signage in the City
- Considering the establishment of provisions for notification and relocation fees for existing businesses that would be displaced by retail cannabis uses.

Initial discussions with the Planning Commission on these topics are anticipated for November 2023.

At the October 3, 2023 City Council meeting, Councilmember Harper requested an item be agendaized to discuss the possibility of adopting a moratorium to temporarily suspend cannabis retail permit processing while staff completes potential amendments to the City's cannabis retail regulations. Council Members Manuel Chavez and Andrea Marr concurred with that request.

ANALYSIS:

Potential Moratorium

Government Code Section 65858 provides the authority to adopt urgency measure interim ordinances, commonly referred to as moratoria. A moratorium requires a four-fifths vote of the entire seven-member Council for adoption and is in effect for 45 days. Ten days prior to the expiration of the moratorium the City Council is required to issue a written report describing the measures taken to alleviate the condition which led to the adoption of the moratorium. Thereafter, the Council may then extend the moratorium for 10 months and 15 days, and subsequently extend the interim ordinance for an additional one-year period. Any extension also requires a four-fifths vote for approval. Not more than two extensions may be adopted.

In order to approve a moratorium, the City Council must find that:

"there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use which is required in order to comply with a zoning ordinance would result in that threat to public health, safety, or welfare" (Government Code section 65858(c)).

If the Council directs staff to prepare a moratorium, staff would work with the City Attorney's Office to bring the moratorium for Council consideration at its next regular meeting, scheduled to be on December 5th with the written report referenced in the aforementioned Government Code for adoption by the City Council, along with the extension of the moratorium for a temporary specified period of time (if desired).

Resolution Pursuant to Municipal Code Section 9-486 (d)

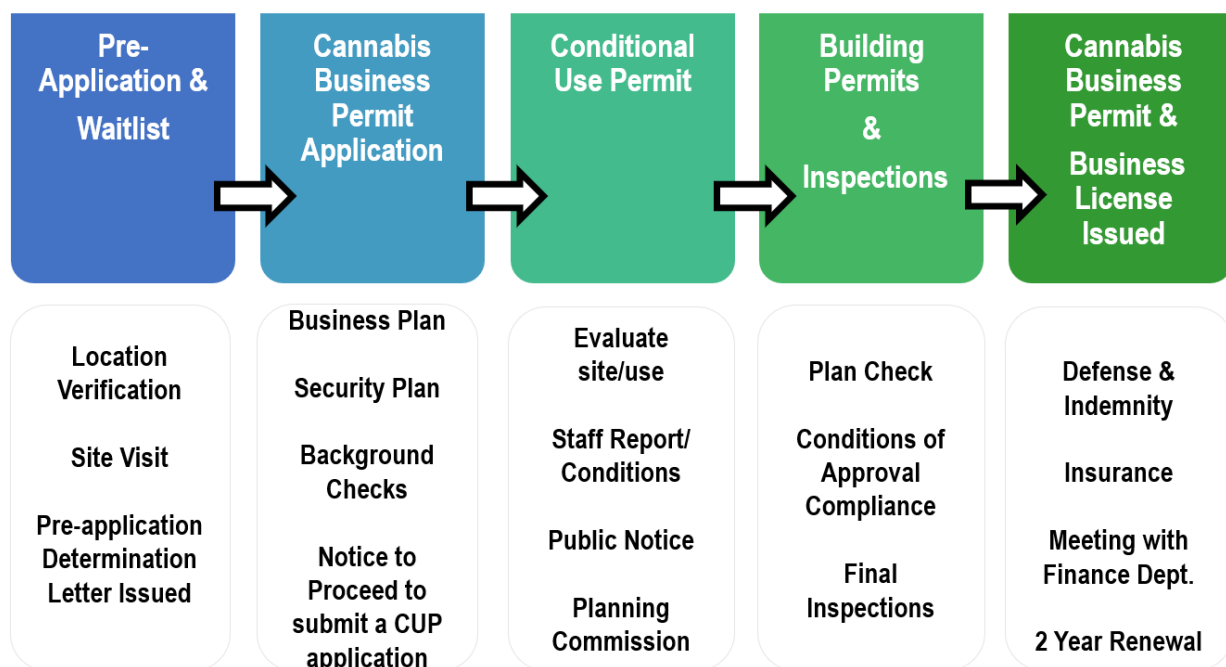
An alternative to the moratorium is to adopt a Resolution pursuant to the Costa Mesa Municipal Code. Municipal Code Section 9-486(d) states: "The city council may by resolution limit and/or restrict the number of cannabis retail permits available for issuance and/or renewal".

Pursuant to this section, and in response to concerns previously raised by the City Council regarding business displacement and overconcentration, the Council may limit the number of Cannabis Business Permits issued for retail by the adoption of a Resolution. The adoption of a Resolution requires approval by a majority vote of the quorum of the City Council.

Status of Cannabis Retail Applications

For background, applicants must complete the following steps and receive City approvals and State approval before conducting a legal cannabis retail business in Costa Mesa:

- Pre-Application Determination;
- Cannabis Business Permit (CBP) Notice to Proceed to submit a Conditional Use Permit application;
- Conditional Use Permit (CUP) approval;
- Building Permit(s) Issued;
- Final City Inspections and Building Permit Final/Certificate of Occupancy Issued;
- CBP Issuance; and
- City Business License



Storefronts

The City has 53 cannabis retail storefront applications on file.

Of those, 22 Conditional Use Permits have been approved. Of the 22 CUPs approved, nine are open and operating at the following locations:

- 1990 Harbor Blvd (420 Central) – Issued November 22, 2022
- 2801 Harbor Blvd (Off The Charts) – Issued May 8, 2023
- 2710 Harbor Blvd (Stiiizy) – Issued May 10, 2023
- 2275 Newport Blvd (Nectar) – Issued June 16, 2023
- 1854 Newport Blvd (Mr. Nice Guy) – Issued June 29, 2023
- 2664 Newport Blvd (Secret Garden) – Issued July 12, 2023
- 170 East 17th Street (Catalyst) – Issued July 20, 2023
- 2845 Harbor (Mr. Nice Guy) – Issued September 8, 2023
- 2001 Harbor (South Coast Safe Access) – Issued October 23, 2023

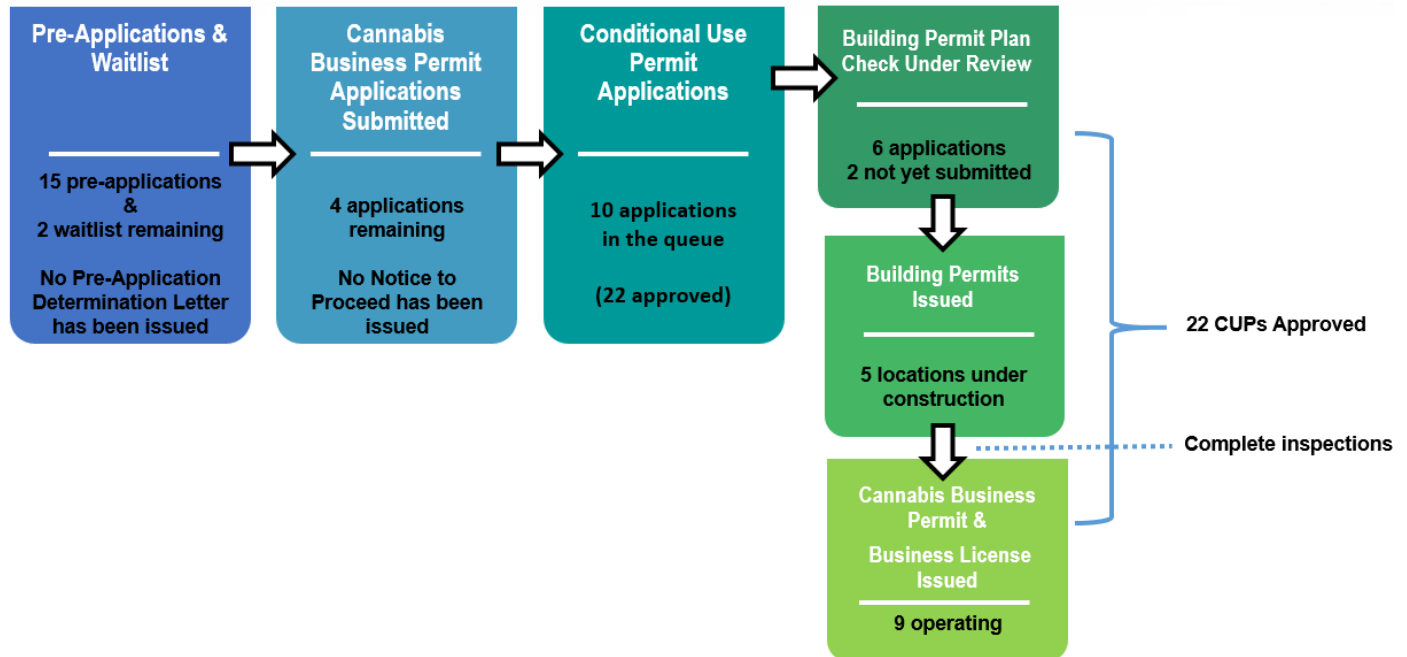
Of the remaining 13 retail storefronts that have been issued a CUP, but are not yet open, two have not yet submitted for plan check, six are in plan check but have not yet been issued building permits, and 5 have been issued building permits and are under construction.

Additionally, 10 applicants have completed the pre-application determination process and background checks and were issued a Notice to Proceed to the Conditional Use Permit application phase of the process. They have submitted a CUP application, which is in the queue for review and a Planning Commission hearing.

Four additional applicants have completed the pre-application determination process but have not yet been issued a Notice to Proceed to a CUP application.

An additional 17 applications have submitted a “pre-application” but have not been reviewed by staff and have not yet received a Pre-application Determination Letter from the City.

A flowchart showing the number of applications within each application status category is provided below.



ALTERNATIVES:

The City Council can decide not to direct staff to agendize consideration of a moratorium or a resolution as described herein. Staff would continue processing applications for cannabis retail storefront businesses under existing regulations, while potential amendments to the City's regulations are being evaluated.

FISCAL REVIEW:

There is no fiscal impact associated with preparing a moratorium or resolution for consideration.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends the City Council provide direction regarding the potential preparation of a moratorium and/or other alternative procedure to discontinue or suspend acceptance and processing of cannabis retail applications.