



CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda

Tuesday, May 21, 2024

6:00 PM

City Council Chambers
77 Fair Drive

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

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

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

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

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

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

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

Please click the link below to join the webinar:

[https://us06web.zoom.us/j/81879579049?](https://us06web.zoom.us/j/81879579049?pwd=_XoNBT2uciL7zrDsfj4A9Q9srLgExg.bQEU-le6VvXjPDeL)

[pwd=_XoNBT2uciL7zrDsfj4A9Q9srLgExg.bQEU-le6VvXjPDeL](https://us06web.zoom.us/j/81879579049?pwd=_XoNBT2uciL7zrDsfj4A9Q9srLgExg.bQEU-le6VvXjPDeL)

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

Enter Webinar ID: 818 7957 9049/ Password: 608584

- 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: 818 7957 9049/ Password: 608584

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 – EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9, (d)(1)
Name of Case: SoCal Recovery, LLC, a California limited liability company v. City of Costa Mesa
United States District Court, Central District of California, Case No. 8:18-cv-01304-JVS-PJW.
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9, (d)(1)
Name of Case: Raw Recovery, LLC et al v. City of Costa Mesa
United States District Court, Central District of California, Case No. 8:18 cv 01080 JVS AGR
3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: City of Costa Mesa v. Ohio House, LLC, a California limited liability corporation; Richard Perlin, Nancy Perlin, Dolores Perlin, and Brandon Stump as individuals
Orange County Superior Court Case No. 30-2018-01006173-CU-OR-NJC.
4. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Insight Psychology and Addiction, Inc. v. City of Costa Mesa
United States District Court, Central District of California, Case No. 8:20 cv 00504 JVS JDE
5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: City of Costa Mesa; People of State of Cal. v. D'Alessio Investments LLC, et al.
440 Fair Dr. and 1779 Newport Blvd.
Orange County Superior Court Case No. 30-2020-01170520

6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: D'Alessio Investments LLC v. City of Costa Mesa
Orange County Superior Court Case No. 30-2020-01132646

7. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION–ONE CASE
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: City of Costa Mesa v. D'Alessio; 1963 Wallace Ave.
Orange County Superior Court Case No. 30 2020 01133479

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

MAY 21, 2024 – 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: 2024 Asia American and Pacific Islander Heritage 24-224 Month](#)
Attachments: [Proclamation: 2024 Asia American and Pacific Islander Heritage Month](#)

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 Marr
2. Council Member Reynolds
3. Council Member Chavez
4. Council Member Gameros
5. Council Member Harper
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 ALL 24-212 ORDINANCES AND RESOLUTIONS](#)

RECOMMENDATION:

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

2. [READING FOLDER](#) [24-213](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Angel Banegas Dorado.

3. **ADOPTION OF WARRANT RESOLUTION** **24-192**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2717.

Attachments: [Agenda Report](#)

1. [Summary Check Registry 05-02-2024](#)
2. [Summary Check Registry 05-09-2024](#)
3. [Summary Check Registry 05-16-2024](#)

4. **MINUTES** **24-214**

RECOMMENDATION:

City Council approve the minutes of the regular meetings of April 2, 2024 and April 16, 2024, and the special Study Session meeting of April 23, 2024.

Attachments: [Agenda Report](#)

1. [04-02-2024 Draft Minutes](#)
2. [04-16-2024 Draft Minutes](#)
3. [04-23-2024 Draft Minutes](#)

5. [PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL STAFF 24-197
SUPPORT AND PROGRAM MANAGEMENT SERVICES FOR
VARIOUS PARKS PROJECTS](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and authorize the City Manager and the City Clerk to execute a five-year Professional Services Agreement (PSA) with each consulting firm listed below from May 21, 2024 - May 20, 2029, in substantially the form as attached and in such final form as approved by the City Attorney for on-call staff support and program management services for various parks projects:
 - Interwest Consulting Group (Interwest)
 - Ladayu Consulting Group (Ladayu)
2. Authorize the City Manager and the City Clerk to execute future amendments with the above-listed firms including any potential increases in compensation as long as the amendments are within the approved allocated amount of \$650,000.

Attachments: [Agenda Report](#)

[1. Interwest Consulting](#)

[2. Ladayu Consulting Group](#)

6. [ACCEPTANCE AND ALLOCATION OF THE FY 2023 OPERATION 24-199 STONEGARDEN \(OPSG\) FUNDS](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Agreement for the FY 2023 Operation Stonegarden (OPSG) Funds and authorize the City Manager or designee to execute the agreement.
2. Adopt Resolution No. 2024-XX authorizing the acceptance of the FY 2023 OPSG funds and authorizing the City Manager or designee to accept the funds in the amount of \$191,000.00.
3. Approve revenue and expense appropriations in the amount of \$191,000.00 for the FY 2023 OPSG funds.

Attachments: [Agenda Report](#)

- [1. Resolution Authorizing Acceptance of FY 2023 OPSG Funds](#)
- [2. 2023 OPSG Memorandum of Agreement](#)
- [3. Exhibit A - 2023 OPSG Budget Worksheet](#)
- [4. Exhibit B - 2023 OPSG Standard Assurances](#)
- [5. Exhibit C - 2023 OPSG Byrd Anti-Lobbying Certification Form](#)

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

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

PUBLIC HEARINGS:

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

1. [**FISCAL YEAR \(FY\) 2024-2025 ANNUAL ACTION PLAN IDENTIFYING 24-204 FUNDING PRIORITIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT \(CDBG\) AND HOME INVESTMENT PARTNERSHIPS GRANT \(HOME\) PROGRAMS**](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Hold a Public Hearing regarding the FY 2024-2025 Annual Action Plan.
2. Approve the recommended allocation of \$1,189,331 for FY 2024-2025 Community Development Block Grant, which includes the annual allocation of \$971,431 prior year(s) uncommitted program funds in the amount of \$187,000, and \$30,900 in CDBG program income (CDBG lien/loan repayment).
3. Approve the recommended allocation of \$558,943 for the Fiscal Year 2024-2025 HOME Investment Partnerships Grant, which includes the annual allocation of \$395,571 prior year(s) unused administrative resources in the amount of \$54,702, and \$108,670 in program income (HOME lien/loan repayments).
4. Adopt Resolution No. 2024-XX in order to:
 - a. Approve the FY 2024-2025 Annual Action Plan.
 - b. Authorize the City Manager, or the City Manager's designee, to submit the FY 2024-2025 Annual Action Plan to the U.S. Department of Housing and Urban Development.
 - c. Designate the City Manager, or the City Manager's designee, as the official representative of the City to administer the programs and to execute and submit all required agreements, certifications, and documents required by HUD, and execute all subrecipient agreements for the use of funds approved in the FY 2024-2025 Annual Action Plan.
5. Provide direction regarding an update of our Public Service Grant guidelines and rating rubric as described in the staff report.

Attachments: [Agenda Report](#)

[1. Resolution](#)

[2. Public Service Grant Recommendations](#)

[3. Draft 2024-25 Action Plan](#)

OLD BUSINESS: NONE.

NEW BUSINESS:

1. [UPGRADES TO AUDIO/VISUAL EQUIPMENT AND BROADCAST 24-217 SYSTEM](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Professional Services Agreement with Triton Technology Solutions, Inc. for audio/visual and broadcasting system upgrades for the Council Chambers, Control Room, Community Room, and Conference Room 1A, pursuant to CMMC 2-171(b).
2. Authorize the City Manager and City Clerk to execute the agreement and any future authorized amendments to the agreement.
3. Approve a budget appropriation of \$238,250 from available fund balances in the Information Technology Replacement Fund 603.

Attachments: [1. PSA with Triton Technologies Solutions, Inc.](#)

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

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-224

Meeting Date: 5/21/2024

TITLE:

Proclamation: 2024 Asia American and Pacific Islander Heritage Month

DEPARTMENT: City Manager's Office



CITY OF COSTA MESA, CALIFORNIA

Proclamation

WHEREAS, Asian American Pacific Islanders Heritage Month elevates the rich and vibrant heritage and contributions of Asian Americans and Pacific Islanders have made to American history, society, and culture; and

WHEREAS, since 1978, May has been a dedicated time to celebrate Asian American and Pacific Islander heritage, and in 1992, Congress officially designated the month of May as Asian American Pacific Islander Heritage Month, celebrating the significant role Asian Americans and Pacific Islanders have played in the creation of a dynamic American society with their contributions to the arts, commerce, government, and sciences; and

WHEREAS, Orange County is home to the third-largest Asian American population nationwide, and there are almost 800,000 Asian Americans and over 20,000 Native Hawaiians and Pacific Islanders county wide and in Costa Mesa, nearly 10% of Costa Mesan residents identify as Asian, Native Hawaiian, and Pacific Islander; and

WHEREAS, this year's 2024 Asian American and Pacific Islander Month theme is "*Bridging Histories, Shaping Our Future*," it embodies the spirit of the collective journey- one rooted in resilience and hope- and encourages the forging of international connections to honor the past and pave a lasting path forward; and

WHEREAS, Asian Americans and Pacific Islanders in Orange County are starting businesses and creating jobs, and there are over 78,000 Asian American-owned businesses county-wide generating over \$25 billion in revenue; and

WHEREAS, annually, the OC Fair and Event Center hosts cultural celebrations honoring the heritage of Asian Americans and Pacific Islanders, including the Tet Festival, organized by the Union of Vietnamese Students, and attracting over 60,000 guests, as well as the OC Japan Fair, hosted by Japan Product Promotion, unfolds as a vibrant celebration of Japanese culture. Spanning three days, this festival delights visitors with a colorful array of Japanese cuisine, cultural displays, music, technological innovations, anime showcases, and much more, drawing in thousands of visitors to the city; and

WHEREAS, the City's economic and social institutions have benefitted from the rich arts of the AAPI community through diverse presentations held at the Segerstrom Center of the Arts, like performances by Shen Yun, a brilliant artistic revival and celebration of China's rich cultural heritage; and

WHEREAS, the City of Costa Mesa is committed to recognizing the achievements of Asian American and Pacific Islander business entrepreneurs and community leaders in the city, like John Park, co-owner of Toast Kitchen + Bakery, and Ed Lee, co-founder of Wahoo's Fish Tacos, not only manage successful businesses but also contribute significantly to philanthropic efforts benefiting the community.

NOW, THEREFORE, I, John Stephens, Mayor of the City of Costa Mesa, do hereby proclaim May 2024 as Asian American Pacific Islander Heritage Month in the City of Costa Mesa, and I urge all residents in our City to join me in this special observance.

DATED this 7th day of May 2024.

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



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-212

Meeting Date: 5/21/2024

TITLE:

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

RECOMMENDATION:

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



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-213

Meeting Date: 5/21/2024

TITLE:

READING FOLDER

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

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Angel Banegas Dorado.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-192

Meeting Date: 5/21/2024

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. 2717.

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. 24-08 "A" Off Cycle for \$2,847.19, 24-09 On Cycle for \$3,465,565.46, and 24-10 On Cycle for \$3,437,063.44 and City operating expenses for \$3,199,868.73.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-192

Meeting Date: 5/21/2024

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: Finance Department

PRESENTED BY: Carol Molina, Finance Director

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

RECOMMENDATION:

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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>
0247983	05/03/24	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
TOTAL					0.00

1,438.29
 20,832.65
 5,854.25
 5,410.00
 767,879.10
 0.00

 801,414.29

Bank: CITY
Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0247968	04/29/24	P	Arlis Reynolds <i>Line Description: 2024 SCAG Regional Conf</i>	0000023997	134.50
0247969	04/29/24	P	Kelly Dalton <i>Line Description: CM Leadership Award-Apt 24</i>	0000024593	250.00
0247970	04/29/24	P	Wex Bank <i>Line Description: Fuel 2/7-3/6/24</i>	0000014258	1,053.79
TOTAL					\$1,438.29

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>
0247971	05/03/24	P	All City Management Services Inc <i>Line Description:</i> School Crsng Guard3/17-3/30/24	0000009480	17,502.09
0247972	05/03/24	P	BPS Tactical Inc <i>Line Description:</i> Shipping Fee Patrol Duty Vest Covers Sales Tax 7.75%	0000023962	17,430.10
0247973	05/03/24	P	Bob Hall & Associates <i>Line Description:</i> Recruitment Consultants	0000027193	18,500.00
0247974	05/03/24	P	Bracken's Kitchen Inc <i>Line Description:</i> Shelter Meal Svc 4/8-4/21/24	0000029468	15,171.09
0247975	05/03/24	P	City of Huntington Beach <i>Line Description:</i> Helicopter Svcs-Feb 2024 Helicopter Svc-Mar 2024	0000002599	52,214.40
0247976	05/03/24	P	Dell Computer Corp <i>Line Description:</i> SALES TAX (7.75%) ENVIRONMENTAL FEE SALES TAX (7.75%) LOGITECH C920S MOBILE PRECISION 5680	0000001962	30,060.65
0247977	05/03/24	P	Landscape Structures Inc <i>Line Description:</i> Playground equipment	0000024524	33,524.25
0247978	05/03/24	P	Law Offices of Samer Habbas & Associates <i>Line Description:</i> Trip & Fall Stlmnt-7/12/21	0000030711	120,000.00

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0247979	05/03/24	P	Mesa Verde Partners <i>Line Description:</i> CIP Proj #1 CM County Club	000006080	38,818.00
0247980	05/03/24	P	Place Works Inc <i>Line Description:</i> March 2024	0000023119	104,651.94
0247981	05/03/24	P	SHI International Corp <i>Line Description:</i> SALES TAX (7.75%) VERKADA CAMERA SWITCHES	0000016007	18,694.19
0247982	05/03/24	P	Southern California Edison Company <i>Line Description:</i> Davis Field 3/28-4/28/24 Sr Ctr 3/28-4/28/24 3190 1/2 Red Hill 1/10-4/9/24 970 Arlington 3/4-4/2/24 Tennis Ctr 3/4-4/2/24 Park Maint 2/6-3/31/24 555 1/2 Paularino 3/22-4/22/24 Fac & Equip 2/8-3/31/24 3351 Sakioka 3/26-4/24/24 3349 Sakioka 3/26-4/24/24 NHCC 3/28-4/28/24 Volcom Skate Pk 3/4-4/2/24 2750 Fairvie 3/4-4/2/24 885 Junipero 3/4-4/2/24 Joann Bike 3/1-3/31/24 SD FWY 3/1-3/31/24 NPORT Fwy/Baker 3/1-3/31/24 19th/NPT 3/1-3/31/24 Baker/Royal Palm 3/1-3/31/24 Street Lights 3/1-3/31/24 EE/OBF Loan-4/1/24 Sunflower Ave 3/1-4/1/24 EE/OBF Loan-4/1/24	000004088	172,959.49

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> 3129 Harbor 3/1-4/1/24		
0247984	05/03/24	P	The Home Depot Credit Services	0000002560	15,155.55
			<i>Line Description:</i> Tools-Sign/Markings Warehouse Inventory General Supp-Bldg Maint Hardware Supp-Bldg Maint Hardware Supp-Park Maint General Supp-Graffiti Abatemen Auto Part/Supp-Fleet Equip Mai Electrical Supp-Park Maint Electrical Supp-Bldg Maint General Supp-Street Maint Plumbing Supp-Bldg Maint Maint Equip-Street Maint		
0247985	05/03/24	P	Time Warner Cable	0000011202	18,689.18
			<i>Line Description:</i> Internet Fiber Svs-Var Loc Cable Services-City Hall NCC Internet (New Bldg) HVAC Alarm-Basement at CH		
0247986	05/03/24	P	ARC	0000022726	697.37
			<i>Line Description:</i> Center Street Clean Up Banners Foam Labels PD Postcards Fire & Rescue - 2023 Booklet Parks-Color Wall Banner		
0247987	05/03/24	P	AT & T	0000001107	1,147.76
			<i>Line Description:</i> Red Phone Fire Sta#6 Red Phone Fire Sta#4 Red Phone Fire Sta#1 Red Phone Fire Sta#2 Red Phone Fire Sta#3		

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> Red Phone Fire Sta#5 NCC Fire Alarm Metro Net Fire Emergency Line Jack Hamett Sports Complex DRC Fire Alarm Lions Park Baseball Field PRI Circuit Inbound Trunk		
0247988	05/03/24	P	Anaheim Angels	000001486	565.00
			<i>Line Description:</i> ANGELS TICKETS PROCESSING FEE		
0247989	05/03/24	P	Anthony Hamm	0000017456	75.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0247990	05/03/24	P	Ardurra Group, Inc.	0000030147	7,400.10
			<i>Line Description:</i> I-405 Transportaion Svc-Mar 24 On-Call Transportation-Mar 24		
0247991	05/03/24	P	Arnold Alegado	0000022089	50.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0247992	05/03/24	P	Ashley Thomas	0000021349	50.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0247993	05/03/24	P	BCS Consultants	0000029856	4,796.94
			<i>Line Description:</i> SALES TAX (7.75%) FIBER UPGRADE MATERIALS		
0247994	05/03/24	P	Brenda Green	0000021417	50.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		

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>
0247995	05/03/24	P	Bureau Veritas North America Inc <i>Line Description:</i> Plan Check	0000016616	12,284.39
0247996	05/03/24	P	CADD Microsystems Inc <i>Line Description:</i> Applications Specialist	0000029581	370.00
0247997	05/03/24	P	CBE <i>Line Description:</i> Copier Maint 3/20-4/19/24 Copier Maint 3/5-4/4/24	0000015149	370.84
0247998	05/03/24	P	Carmela Dianne Gonzalez <i>Line Description:</i> 2023 Service Awards 5/9/24	0000022621	50.00
0247999	05/03/24	P	Chad Pregizer <i>Line Description:</i> 2023 Service Awards 5/9/24	0000020226	75.00
0248000	05/03/24	P	Chandlers Air Conditioning & <i>Line Description:</i> Equipment Repair-Property	0000001640	534.29
0248001	05/03/24	P	Christopher Coates <i>Line Description:</i> 2023 Service Awards 5/9/24	0000006669	175.00
0248002	05/03/24	P	Community SeniorServ <i>Line Description:</i> Lunch Cafe 3rd Qtr Home Delivery Meals 3rd Qtr	0000018540	10,000.00
0248003	05/03/24	P	Costa Mesa Lock & Key <i>Line Description:</i> Padlock	0000001817	563.45

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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> Duplicate Key Duplicate Key		
0248004	05/03/24	P	Daniel Miles	0000008444	175.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248005	05/03/24	P	Daniel Stefano	0000025475	50.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248006	05/03/24	P	Danny Suguitan	0000030709	50.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248007	05/03/24	P	David Saito	0000023336	50.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248008	05/03/24	P	Donna Hendrick	0000021781	50.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248009	05/03/24	P	Doug Ferguson	0000012703	100.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248010	05/03/24	P	Eagle Print Dynamics	0000026736	2,411.81
			<i>Line Description:</i> City Clerk Uniforms Retreat Uniforms		
0248011	05/03/24	P	Elite Automotive Services, LLC	0000030681	5,908.60
			<i>Line Description:</i> Rebuilding a Transmission for		
0248012	05/03/24	P	Eric Fricke	0000021262	75.00

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248013	05/03/24	P	FALCK MOBILE HEALTH CORP.	0000019807	5,925.00
			<i>Line Description:</i> Surge Unit-Feb 2024 Surge Unit-Mar 2024		
0248014	05/03/24	P	Fair Housing Foundation	0000019956	4,824.64
			<i>Line Description:</i> 3rd Qtr 2023-24 Grant		
0248015	05/03/24	P	Fred McDowell	0000009142	175.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248016	05/03/24	P	Galls LLC	0000002297	3,466.73
			<i>Line Description:</i> Uniform-Beck Safety Vest-Working Uniform-Taylor Uniform-Lopez Install Patch Uniform-Milella Uniform-Baker Uniform Uniform Uniform		
0248017	05/03/24	P	Harbor All Glass & Mirror Inc	0000002453	2,103.79
			<i>Line Description:</i> Library Glass Repair		
0248018	05/03/24	P	Image Concepts	0000026883	550.93
			<i>Line Description:</i> Uniform		
0248019	05/03/24	P	Iris Brizuela	0000026940	100.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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>
0248020	05/03/24	P	Jake Jacobi <i>Line Description: 2023 Service Awards 5/9/24</i>	0000023514	50.00
0248021	05/03/24	P	Jarrold Carter <i>Line Description: 2023 Service Awards 5/9/24</i>	0000020622	75.00
0248022	05/03/24	P	Jason Pyle <i>Line Description: 2023 Service Awards 5/9/24</i>	0000013001	100.00
0248023	05/03/24	P	Jeff Bibler <i>Line Description: 2023 Service Awards 5/9/24</i>	0000014662	100.00
0248024	05/03/24	P	Jeremy Jimenez <i>Line Description: 2023 Service Awards 5/9/24</i>	0000020048	75.00
0248025	05/03/24	P	Jinna Johnson <i>Line Description: 2023 Service Awards 5/9/24</i>	0000008081	175.00
0248026	05/03/24	P	Joanna Phipps <i>Line Description: 2023 Service Awards 5/9/24</i>	0000026638	75.00
0248027	05/03/24	P	John Glasgow <i>Line Description: 2023 Service Awards 5/9/24</i>	0000008875	175.00
0248028	05/03/24	P	Johnson Favaro LLP <i>Line Description: Lions Pk Proj Thru3/31/24</i>	0000023249	3,450.00

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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>
0248029	05/03/24	P	Jonathan Neal	0000021318	75.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248030	05/03/24	P	Jonathan Tripp	0000023628	50.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248031	05/03/24	P	Jose Magana	0000020801	100.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248032	05/03/24	P	Kenneth McCart	0000021297	75.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248033	05/03/24	P	Kevin Henderson	0000030708	50.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248034	05/03/24	P	Kevin M Ruhl II	0000020438	75.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248035	05/03/24	P	Kevin Reddy	0000020597	75.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248036	05/03/24	P	Kevin Stoddart	0000025956	50.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248037	05/03/24	P	Kimball Midwest	0000006819	556.81
			<i>Line Description:</i> Supplies		
0248038	05/03/24	P	Knorr Systems Inc	0000005036	2,077.04
			<i>Line Description:</i> Carbon Dioxide Refill		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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> Carbon Dioxide Refill Carbon Dioxide Refill Carbon Dioxide Refill		
0248039	05/03/24	P	LSA Associates Inc	0000003007	4,625.00
			<i>Line Description:</i> Citywide Residential Parking R		
0248040	05/03/24	P	Laurie Pulaski	0000009362	200.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248041	05/03/24	P	Linscott Law & Greenspan Engineers Inc	0000010877	1,387.50
			<i>Line Description:</i> 19th St Wallace TS Design 18th St HAWKS TS Design		
0248042	05/03/24	P	Manufactured Home Inspection, INC.	0000030219	4,005.00
			<i>Line Description:</i> Rehab Loan-Frances Hoffman 212		
0248043	05/03/24	P	Maria J Gutierrez	0000004631	100.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248044	05/03/24	P	Marian Traylor	0000005004	50.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248045	05/03/24	P	Mario Garcia	0000008746	175.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248046	05/03/24	P	Mark A Martinez	0000017462	100.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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>
0248047	05/03/24	P	Monique Beckner <i>Line Description: 2023 Service Awards 5/9/24</i>	000008066	175.00
0248048	05/03/24	P	Monique Pham <i>Line Description: 2023 Service Awards 5/9/24</i>	0000026754	50.00
0248049	05/03/24	P	Mouse Graphics <i>Line Description: UTILITY BOX WRAP SALES TAX (7.75%) UNWRAP UTILITY WRAPS</i>	0000001170	1,797.64
0248050	05/03/24	P	Ricardo Rosiles <i>Line Description: 2023 Service Awards 5/9/24</i>	0000026617	50.00
0248051	05/03/24	P	Richardo Alvarado <i>Line Description: 2023 Service Awards 5/9/24</i>	0000029840	50.00
0248052	05/03/24	P	Ryan Novikoff <i>Line Description: 2023 Service Awards 5/9/24</i>	0000023627	50.00
0248053	05/03/24	P	Sandra Marquez <i>Line Description: 2023 Service Awards 5/9/24</i>	0000001078	100.00
0248054	05/03/24	P	Scott Purcell <i>Line Description: 2023 Service Awards 5/9/24</i>	0000020467	75.00
0248055	05/03/24	P	Shaw HR Consulting Inc <i>Line Description: Reasonable Accommodations Reasonable Accommodations</i>	0000021706	940.00

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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>
0248056	05/03/24	P	Silvia Kennerson	0000009041	175.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248057	05/03/24	P	So Cal First Aid & Safety	0000026397	378.81
			<i>Line Description:</i> Police Dept First Aid Refrill		
0248058	05/03/24	P	Southern California Gas Company	0000004092	4,562.42
			<i>Line Description:</i> 717 James 3/20-4/18/24 721 James 3/20-4/18/24 Comm 3/21-4/19/24 1870 Anaheim 3/20-4/18/24 2310 Placentia 3/21-4/19/24 FS#6 3/27-4/25/24 BCC 3/25-4/23/24 FS#5 3/21-4/19/24 DRC 3/20-4/18/24 Sr Ctr 3/20-4/18/24 FS#2 3/22-4/22/24 567 W 18th 3/22-4/18/24 1861 1/2 Anaheim 3/20-4/18/24 NHCC 3/20-4/18/24 FS#3 3/20-4/18/24 FS#1 3/25-4/23/24 FS#4 3/21-4/19/24 PD 3/21-4/19/24 2300 Placentia 2 3/21-4/19/24		
0248059	05/03/24	P	Steve Airey	0000014747	100.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248060	05/03/24	P	Steve Chauncey	0000017670	750.00
			<i>Line Description:</i> Post Training		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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>
0248061	05/03/24	P	Taylor Voss	0000014832	100.00
			<i>Line Description:</i> 2023 Service Awards 5/9/24		
0248062	05/03/24	P	The Bank of New York Mellon	0000005664	1,781.31
			<i>Line Description:</i> Qtrly Svc Fee 1/1-3/31/24		
TOTAL					\$767,879.10

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: DDP1
 Cycle: AEOM

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
017659	04/30/24	P	Alan F Kent <i>Line Description: 1% Supplemental Pay-May 24</i>	0000006393	2,174.79
017660	04/30/24	P	Beckee Cost <i>Line Description: 1% Supplemental Pay-May 24</i>	0000016309	946.08
017661	04/30/24	P	Chris Morris <i>Line Description: Monthly LTD Payment-May 24</i>	0000007439	2,500.00
017662	04/30/24	P	Danny Hogue <i>Line Description: 1% Supplemental Pay-May 24</i>	0000006802	1,137.03
017663	04/30/24	P	Darlene Bell <i>Line Description: 1% Supplemental Pay-May 24</i>	0000005602	580.54
017664	04/30/24	P	David A Dye <i>Line Description: 1% Supplemental Pay-May 24</i>	0000002065	260.90
017665	04/30/24	P	Edward Dryzmala <i>Line Description: 1% Supplemental Pay-May 24</i>	0000006686	1,377.28
017666	04/30/24	P	Gale Tusso <i>Line Description: 1% Supplemental Pay-May 24</i>	0000017460	233.08
017667	04/30/24	P	George J Yezbick Jr <i>Line Description: 1% Supplemental Pay-May 24</i>	0000005045	1,164.00
017668	04/30/24	P	Harlan Pauley <i>Line Description: 1% Supplemental Pay-May 24</i>	0000003569	232.12

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: DDP1
 Cycle: AEOM

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
017669	04/30/24	P	James M Miller	0000007440	2,500.00
			<i>Line Description:</i> Monthly LTD Payment-May 24		
017670	04/30/24	P	Kathleen Zuorski	0000025225	504.52
			<i>Line Description:</i> 1% Supplemental Pay-May 24		
017671	04/30/24	P	Linda Boylan	0000023340	57.98
			<i>Line Description:</i> 1% Supplemental Pay-May 24		
017672	04/30/24	P	Matthew J Collett	0000001720	856.58
			<i>Line Description:</i> 1% Supplemental Pay-May 24		
017673	04/30/24	P	Paul A Cappuccilli	0000007705	1,214.50
			<i>Line Description:</i> 1% Supplemental Pay-May 24		
017674	04/30/24	P	Phil Dickens	0000005801	511.76
			<i>Line Description:</i> 1% Supplemental Pay-May 24		
017675	04/30/24	P	Richard J Johnson	0000005620	1,255.66
			<i>Line Description:</i> 1% Supplemental Pay-May 24		
017676	04/30/24	P	Thomas J Lazar	0000002925	1,703.25
			<i>Line Description:</i> 1% Supplemental Pay-May 24		
017677	04/30/24	P	William H Bechtel	0000001224	1,622.58
			<i>Line Description:</i> 1% Supplemental Pay-May 24		
TOTAL					\$20,832.65

City of Costa Mesa Accounts Payable
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>
017678	05/01/24	P	Christopher Rufsvold <i>Line Description: Replace ck #242032</i>	0000030009	44.50
017679	05/01/24	P	Denny Bak <i>Line Description: Adv Disability May 2024</i>	0000025879	4,921.75
017680	05/01/24	P	Jennifer Ruffalo <i>Line Description: Central Sqzre Conf-JR</i>	0000021381	296.00
017681	05/01/24	P	Olivia Rogers <i>Line Description: Central Sqzre Conf-OR</i>	0000025187	296.00
017682	05/01/24	P	Robert Gonzalez <i>Line Description: Central Sqzre Conf-RG</i>	0000024196	296.00
TOTAL					\$5,854.25

City of Costa Mesa Accounts Payable
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>
017683	05/03/24	P	Jack R. Sweeney	0000030173	4,160.00
			<i>Line Description:</i> 3190 Airport Loop-May 24		
017684	05/03/24	P	Jason Chamness	0000014287	1,250.00
			<i>Line Description:</i> College Tuition Reimb 9/5-12/4		
TOTAL					\$5,410.00

SUMMARY CHECK REGISTER

Bank: CITY

Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0248063	05/07/24	P	Jeffrey Harlan	0000020142	867.36
<i>Line Description:</i> Civic Well Conf					
TOTAL					\$867.36

867.36
 1,043,968.10
 1,682.72
 (3,500.00)
 62,417.64

 1,105,435.82

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0248064	05/10/24	P	BPR, Inc.	0000030238	82,498.00
			<i>Line Description:</i> Sidewalk Grinding		
0248065	05/10/24	P	CDW Government Inc	0000005402	16,936.83
			<i>Line Description:</i> MS Surface Laptop & Protection Dell Ultrasharp monitor & 5 ye Surface Thunderbolt 4 dock DisplyPort 1.2 Cable Sales Tax 7.75% Recycling Fee Recycling Fee MS Surface Laptop & Protection Netmotion ABS SEC Access Edge MicroSoft 4 year Complete Busi StarTech 6'USB C to display po Surface Thunderbolt 4 Dock MicroSoft Surface Laptop Sales Tax 7.75%		
0248066	05/10/24	P	Carahsoft Technology Corporation	0000026738	128,760.27
			<i>Line Description:</i> Cellebrite InsEYEts - Mobile D		
0248067	05/10/24	P	EH Tech Inc	0000030727	16,348.00
			<i>Line Description:</i> Rfnd Cannabis Business Permit		
0248068	05/10/24	P	FALCK MOBILE HEALTH CORP.	0000019807	191,825.50
			<i>Line Description:</i> Ambulance Svsc 4/16-4/30/24 Ambulace Svs 4/1-4/15/24		
0248069	05/10/24	P	Hilton Costa Mesa	0000013124	15,347.59
			<i>Line Description:</i> 2024 Service Awards Lunch		

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>
0248070	05/10/24	P	Moore Iacofano Goltsman Inc	0000016407	31,922.00
			<i>Line Description:</i> Master Plan Update PSA Mar 24 FVP Mesa Restoration Mar 24		
0248071	05/10/24	P	Southern California Edison Company	0000004088	167,945.61
			<i>Line Description:</i> 2750 Fairview 4/3-5/1/24 880 Junipero 4/3-5/1/24 Sunflower/Plaza 4/1-4/30/24 Loan ID 8670 Apr 24 885 Junipero 4/3-5/1/24 Parks Maint 3/7-4/30/24 3129 Harbor 4/2-4/30/24 1624 Gisler 4/2-4/30/24 Joann St Bike Trl 4/1-4/30/24 970 Arlington 4/3-5/1/24 745 W 19th 4/4-5/2/24 702 1/2 Victoria 4/1-4/29/24 702 Victoria 4/1-4/29/24 1860 Anaheim 4/1-4/29/24 SD Fwy On/Off 4/1-4/30/24 Npt Frwy/Baker 4/1-4/30/24 19th/Npt 4/1-4/30/24 Baker/Royal Palm 4/1-4/30/24 St Lights-Various Apr 24 Loan ID 8690 Apr 24 Fac & Equip 1/18-4/30/24 Volcom Sk8 Park 4/3-5/1/24 980 Arlington 4/3-5/1/24		
0248072	05/10/24	P	Triton Technology Solutions Inc	0000021687	20,125.90
			<i>Line Description:</i> VIDEO CONVERTER Repair Audio / Video Technology Repai VIDEO CONVERTERS SALES TAX (7.75%) Audio / Video Technology Repai Audio / Video Technology Repai		

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>
0248073	05/10/24	P	Vortex Industries Inc	0000004437	28,532.10
			<i>Line Description:</i> New Glass & Aluminum Sectional		
0248074	05/10/24	P	West Coast Arborists Inc	0000004498	24,556.50
			<i>Line Description:</i> Tree Maint 4/1-4/15/24		
0248075	05/10/24	P	Wittman Enterprises LLC	0000026639	50,182.00
			<i>Line Description:</i> Ambulance Billins Svc-Apr 24 Ambulance Billins Svc-Feb 24 Ambulance Billins Svc-Mar 24		
0248076	05/10/24	P	Yunex LLC	0000029573	16,128.50
			<i>Line Description:</i> Traffic Signal Maint-Feb 24		
0248077	05/10/24	P	4Leaf Inc	0000029711	1,698.66
			<i>Line Description:</i> Plan Review-Mar 2024		
0248078	05/10/24	P	ABC Bus, Inc	0000030250	342.00
			<i>Line Description:</i> Mobile Command Unit - Washing		
0248079	05/10/24	P	ARC	0000022726	1,011.13
			<i>Line Description:</i> Door Hanger Stock Booklet		
0248080	05/10/24	P	AT & T	0000001107	85.60
			<i>Line Description:</i> Internet-Skate Park Camera		
0248081	05/10/24	P	AVNI Enterprises Inc	0000030676	1,322.80

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> Center Console Multi Switch		
0248082	05/10/24	P	AY Nursery	0000001142	3,410.29
			<i>Line Description:</i> Tree Purchase for Parkways		
0248083	05/10/24	P	Adlerhorst International	0000000906	350.00
			<i>Line Description:</i> Agitator Semninar11/30-12/1/23		
0248084	05/10/24	P	All City Management Services Inc	0000009480	8,753.63
			<i>Line Description:</i> Schl Crsng Guard 3/31-4/13/24		
0248085	05/10/24	P	Allstar Fire Equipment Inc	0000000986	2,310.35
			<i>Line Description:</i> BLUE ROPE CARABINER SHIPPING RED ROPE SALES TAX (7.75%)		
0248086	05/10/24	P	American Alarm Systems Inc	0000008900	127.50
			<i>Line Description:</i> FS #1 Fire Alarm May-Jul 24		
0248087	05/10/24	P	Antonio Urresti	0000030731	5,071.93
			<i>Line Description:</i> StlmntSewer LineDamage-7/20/23		
0248088	05/10/24	P	Arcadian Inc.	0000030667	3,125.99
			<i>Line Description:</i> WEDGE SALES TAX (7.75%)		
0248089	05/10/24	P	Backhaus Dance	0000030728	1,450.00
			<i>Line Description:</i> Arts Grant Program Award		

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>
0248090	05/10/24	P	Beau Hossler	0000029714	180.00
			<i>Line Description:</i> Basketball Referee-4/24/24 Basketball Referee-4/29/24		
0248091	05/10/24	P	Bee Busters Inc	0000007572	220.00
			<i>Line Description:</i> Bee Colony Abatement Bee Colony Abatement		
0248092	05/10/24	P	Blue Shield of California	0000028683	1,898.68
			<i>Line Description:</i> Refund Ambulance Fee		
0248093	05/10/24	P	Bode Technology	0000018930	4,479.28
			<i>Line Description:</i> Sales Tax 7.75% Shipping Fee SecureSwab 2 Collector without		
0248094	05/10/24	P	Bound Tree Medical LLC	0000011695	9,525.70
			<i>Line Description:</i> EMS Supplies EMS Supplies EMS Supplies EMS Supplies Credit Paramedic Supplies Paramedic Supplies Paramedic Supplies Paramedic Supplies		
0248095	05/10/24	P	Boys & Girls Clubs	0000030522	14,237.11
			<i>Line Description:</i> 3rd Qtr 2023-24 Grant		
0248096	05/10/24	P	Bucknam Infrastructure Group Inc	0000021371	2,046.00
			<i>Line Description:</i> Pavement Mgnt Plan		

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>
0248097	05/10/24	P	Bureau Veritas North America Inc	0000016616	2,364.68
			<i>Line Description:</i> Fire Plan Review		
0248098	05/10/24	P	CBE	0000015149	1,182.32
			<i>Line Description:</i> Copier Maint 4/5-5/4/24 Copier Maint 3/5-4/4/24 Copier Maint 4/5-5/4/24 Copier Maint 3/5-4/4/24 Copier Maint 3/5-4/4/24		
0248099	05/10/24	P	CDS Packaging Solutions	0000030373	243.52
			<i>Line Description:</i> EZ CRATE SYSTEM		
0248100	05/10/24	P	Canon Financial Services Inc	0000023241	5,806.01
			<i>Line Description:</i> Copier Usage 3/1-3/31/24 Copier Lease 4/1-4/30/24 Copier Lease 4/1-4/30/24 Copier Lease 4/1-4/30/24 Copier Lease 4/1-4/30/24 Copier Lease 4/20-5/19/24		
0248101	05/10/24	P	Carl Warren & Company	0000001578	4,147.00
			<i>Line Description:</i> Claim Admin		
0248102	05/10/24	P	Continental Interpreting Services Inc	0000024355	1,300.00
			<i>Line Description:</i> Interpreter Svc CC Mtng		
0248103	05/10/24	P	Costa Mesa Auto Glass	0000010001	456.97
			<i>Line Description:</i> Window Tint-#740		

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>
0248104	05/10/24	P	Costa Mesa High SchoolBoosters Wrestling	0000023959	500.00
			<i>Line Description:</i> Rec Deposit Refund 2008162.002		
0248105	05/10/24	P	Costa Mesa Lock & Key	0000001817	845.02
			<i>Line Description:</i> Lock & Key Svc Locksmith Svc		
0248106	05/10/24	P	Costa Mesa Sanitary District	0000001821	4,400.00
			<i>Line Description:</i> Wilson St Grouting/Patching		
0248107	05/10/24	P	Davis Farr LLP	0000023871	8,920.00
			<i>Line Description:</i> Audit Svc FY 22-23		
0248108	05/10/24	P	Department of Health Care Services	0000027110	1,087.75
			<i>Line Description:</i> Refund Ambulance Fee		
0248109	05/10/24	P	Digital Magic Signs	0000012837	767.45
			<i>Line Description:</i> Graphics-#714 Graphics-#709		
0248110	05/10/24	P	Dignity Health	0000030716	342.55
			<i>Line Description:</i> Refund Ambulance Fee		
0248111	05/10/24	P	Drill Sub Inc	0000030726	3,500.00
			<i>Line Description:</i> Refund Permit EENC-23-0155		
0248112	05/10/24	P	Employment Development Department	0000001543	1,319.00
			<i>Line Description:</i> Unemployment Jan-Mar 24		

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>
0248113	05/10/24	P	Estela Bustillos Arbizu	0000030719	100.00
			<i>Line Description:</i> Refund Red Dep 2008161.002		
0248114	05/10/24	P	Expo Propane Inc	0000017819	4,204.26
			<i>Line Description:</i> Propane Fuel Propane Fuel		
0248115	05/10/24	P	Extti Incorporated	0000010491	5,000.00
			<i>Line Description:</i> Peronnel Consulting		
0248116	05/10/24	P	F&M Plumbing Inc	0000030718	54.00
			<i>Line Description:</i> Refund Permit RCON-24-1073		
0248117	05/10/24	P	FM Thomas Air Conditioning Inc	0000017151	5,481.38
			<i>Line Description:</i> HVAC Maint-April 2024		
0248118	05/10/24	P	Families Forward Inc	0000024105	6,321.21
			<i>Line Description:</i> 3rd Qtr Affordable Housing		
0248119	05/10/24	P	Farhan Chowdhury	0000030269	150.00
			<i>Line Description:</i> Basketball Referee 5/1/24 Basketball Referee 4/22/24		
0248120	05/10/24	P	Ferguson Enterprises Inc #1350	0000007785	749.36
			<i>Line Description:</i> Plumbing Supplies Plumbing Supplies Plumbing Supplies		
0248121	05/10/24	P	Fernando Reyes	0000000279	250.00
			<i>Line Description:</i> Refund Red Dep 2008164.002		

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>
0248122	05/10/24	P	Fun Photos <i>Line Description: Photo Booth 2/9/24</i>	0000030108	300.00
0248123	05/10/24	P	GBS Linens <i>Line Description: LAUNDRY SERVICE</i>	0000023879	673.06
0248124	05/10/24	P	GE Biggins & Associates <i>Line Description: PUrchasing File Folders</i>	0000024199	1,764.41
0248125	05/10/24	P	Galls LLC <i>Line Description: Uniform Unifrom Uniform-Harbert Uniform-Haney Unfirm-Coutts</i>	0000002297	1,355.31
0248126	05/10/24	P	Geraldine Crisler <i>Line Description: Refund Ambulance Fee</i>	0000030717	146.84
0248127	05/10/24	P	Givsum Foundation <i>Line Description: Arts Grant Program Award</i>	0000030729	1,200.00
0248128	05/10/24	P	Givsum Foundation <i>Line Description: Arts Grant Program Award</i>	0000030729	1,100.00
0248129	05/10/24	P	Grainger <i>Line Description: Male Branch Tee Hardware Temperproof Tube Marker Metal Fitting</i>	0000002393	1,361.75

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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> Hardware Hardware Hardware Hardware Hardware Hardware Intermediate Screw Plier Set Brass Adapter Hardware		
0248130	05/10/24	P	Granicus LLC	0000015382	10,924.97
			<i>Line Description:</i> gov Access Maint, Hosting, Lic		
0248131	05/10/24	P	Gregory Alcover	0000030721	20.00
			<i>Line Description:</i> Refund Ambulance Fee		
0248132	05/10/24	P	HD Roofs Inc	0000027412	1,004.79
			<i>Line Description:</i> Refund Permit BROF-23-0145		
0248133	05/10/24	P	Hanks Electrical Supplies	0000002445	148.44
			<i>Line Description:</i> Electrical Supplies		
0248134	05/10/24	P	Headsets Direct Inc	0000030403	2,102.96
			<i>Line Description:</i> Headsets for Comm		
0248135	05/10/24	P	Heriberto Perezcastaneda	0000030724	275.00
			<i>Line Description:</i> Refund Ambulance Fee		
0248136	05/10/24	P	Hirsch Pipe & Supply Company Inc	0000026475	51.43
			<i>Line Description:</i> Plumbing Supplies		

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>
0248137	05/10/24	P	Image Concepts <i>Line Description:</i> Embroidered Uniforms Embroidered Jackets	0000026883	687.71
0248138	05/10/24	P	JFK Transportation Co., Inc. <i>Line Description:</i> TRANSPORTATION SERVICES TRANSPORTATION SERVICES	0000030141	1,518.00
0248139	05/10/24	P	James Snordan <i>Line Description:</i> Basketball Referee-5/1/24 Basketball Referee-5/6/24 Basketball Referee-4/24/24 Basketball Referee-4/22/24	0000029974	375.00
0248140	05/10/24	P	Johnson Controls Fire Protection LP <i>Line Description:</i> Sr Cntr Kitchen Hood Inspctn	0000026089	45.91
0248141	05/10/24	P	Juan Trejo <i>Line Description:</i> Refund Rec Dep 2008163.002	0000030720	250.00
0248142	05/10/24	P	Julius Aarons <i>Line Description:</i> Refund Ambulance Fee	0000022331	121.13
0248143	05/10/24	P	Kaiyun Park <i>Line Description:</i> Refund Permit BOWH-24-0019	0000030715	61.04
0248144	05/10/24	P	Keith L Kilmer <i>Line Description:</i> Workplace Investigation	0000028509	5,956.36

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>
0248145	05/10/24	P	LSA Associates Inc	0000003007	1,125.00
			<i>Line Description:</i> Peer Review Parking Study		
0248146	05/10/24	P	Liebert Cassidy Whitmore	0000002960	112.00
			<i>Line Description:</i> LEGAL SERVICES - PD LEGAL SERVICES - PD		
0248147	05/10/24	P	Linscott Law & Greenspan Engineers Inc	0000010877	5,449.60
			<i>Line Description:</i> Professional Services Agreemen		
0248148	05/10/24	P	Loomis	0000019082	716.10
			<i>Line Description:</i> Armored Car Svs-Apr 24		
0248149	05/10/24	P	Marlys Cybulski	0000030722	2,420.36
			<i>Line Description:</i> Refund Ambulance Fee		
0248150	05/10/24	P	Marx Brothers Fire Extinguisher Company	0000003073	2,990.79
			<i>Line Description:</i> Service Call Service Call Service Call Service Call Service Call Service Call Service Call Service Call Service Call Service Call Service Call Service Call Service Call Service Call Service Call		
0248151	05/10/24	P	National Data & Surveying Services	0000021249	105.00

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> ADT/Speed Counts-Gibraltar/Sum		
0248152	05/10/24	P	NorMed	000003366	880.00
			<i>Line Description:</i> Warehouse Stock		
0248153	05/10/24	P	Office Depot	000003394	5,061.76
			<i>Line Description:</i> Office Supplies Telcom Ops		
			Office Supplies Maint Srvs		
			Office Supplies City Clerk		
			Office Supplies Finance Ops		
			Office Supplies Transportation		
			Office Supplies Police Trainin		
			Office Supplies Police Records		
			Office Supplies Police Investi		
			Office Supplies Police Jail		
			Office Supplies Public Srvs		
			Office Supplies Small Tools		
			Office Supplies City Manager		
			Office Supplies Police Admin		
			Office Supplies Police Field		
			Office Supplies Finance Admin		
			Office Supplies Fire & Rescue		
			Office Supplies Police Animal		
			Office Supplies Senior Center		
			Office Supplies Admin Srvs Rec		
			Office Supplies Ceo-Comms Mark		
0248154	05/10/24	P	Omari Smith	0000029906	180.00
			<i>Line Description:</i> Basketball Referee-4/29/24		
			Basketball Referee-5/6/24		
0248155	05/10/24	P	Orange Coast Plumbing Inc	0000009431	1,650.00
			<i>Line Description:</i> Citywide Plumbing Service		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248156	05/10/24	P	Pacific Chorale	0000025719	1,950.00
			<i>Line Description:</i> Arts Grant Program Award		
0248157	05/10/24	P	Pacific Medical Waste	0000029793	191.55
			<i>Line Description:</i> Biohazard Disposal for Propert		
0248158	05/10/24	P	Permit Management Solutions	0000024925	1,989.00
			<i>Line Description:</i> Consulting Staffing Services Staff Consulting Svc-Apr 24		
0248159	05/10/24	P	Post Alarm Systems Inc	0000026907	120.08
			<i>Line Description:</i> CMBS Alarm System May		
0248160	05/10/24	P	Premier Security Services Inc	0000002633	2,080.00
			<i>Line Description:</i> Installation Labor		
0248161	05/10/24	P	RK Engineering Group Inc	0000025933	4,200.00
			<i>Line Description:</i> On Call Traffic Engr Svc-Mar24 On Call Traffic Engr Svc-Jan24		
0248162	05/10/24	P	SVT Fleet Solutions	0000030535	2,190.10
			<i>Line Description:</i> 552-Replaced Compressor		
0248163	05/10/24	P	Safariland LLC	0000005415	1,254.95
			<i>Line Description:</i> Boxes for Property		
0248164	05/10/24	P	Sandra Gallardo	0000027993	111.50
			<i>Line Description:</i> Refund Citation CM040028263		

Bank: CITY
 Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248165	05/10/24	P	SiteOne Landscape Supply LLC	0000024133	3,358.92
			<i>Line Description:</i> Supplies Supplies		
0248166	05/10/24	P	Southern California Shredding Inc	0000025605	225.00
			<i>Line Description:</i> On-Site Shredding Services HR On-Site Shredding Services On-Site Shredding Services		
0248167	05/10/24	P	Sparkletts	0000015725	129.39
			<i>Line Description:</i> Water Delivery Svcs - Fire		
0248168	05/10/24	P	StandUp for Kids, Inc.	0000030323	3,349.62
			<i>Line Description:</i> Sub-Recipient Agreement		
0248169	05/10/24	P	State of California Dept of Industrial	0000001540	2,025.00
			<i>Line Description:</i> Elevator Inspection-CA DIR Pay Elevator Inspection-CA DIR Pay Elevator Inspection-CA DIR Pay		
0248170	05/10/24	P	T-Mobile USA	0000021384	25.00
			<i>Line Description:</i> Phone Record Retrieval 2/1-3/5		
0248171	05/10/24	P	The Art Spread	0000030730	1,800.00
			<i>Line Description:</i> Arts Grant Program Award		
0248172	05/10/24	P	The Code Group Inc	0000025073	7,040.00
			<i>Line Description:</i> Plan Check Svsc-Mar 24 Consulting Staffing Svcs		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: CITY
 Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248173	05/10/24	P	The Intersect Group, LLC	0000030170	5,744.88
		<i>Line Description:</i>	Temp Alexis w/e 4/11/24		
			Temp Dustin w/e 4/11/24		
			Temp Dustin C Week End 4/5		
			Temp Alexis L Week End 4/5		
0248174	05/10/24	P	Titan Fire Protection, Inc	0000030488	1,625.00
		<i>Line Description:</i>	Fire Sprinkler Inspection - Fi		
			Fire Sprinkler Inspection - Fi		
			Fire Sprinkler Inspection - Fi		
			Fire Sprinkler Inspection - Fi		
			Fire Sprinkler Inspection - Fi		
0248175	05/10/24	P	Tomsit Ungrangsee	0000030732	1,242.22
		<i>Line Description:</i>	PropertyDamageStlmnt-12/13/23		
0248176	05/10/24	P	Transportation Charter Services Inc	0000012681	1,819.00
		<i>Line Description:</i>	TRANSPORTATION SERVICES		
			TRANSPORTATION SERVICES		
0248177	05/10/24	P	Turnout Maintenance Company LLC	0000020182	5,643.45
		<i>Line Description:</i>	Trunout Cleaning/Repair		
			Trunout Cleaning/Repair		
			Trunout Cleaning/Repair		
			Trunout Cleaning/Repair		
			Trunout Cleaning/Repair		
			Trunout Cleaning/Repair		
			Trunout Cleaning/Repair		
			Trunout Cleaning/Repair		
			Trunout Cleaning/Repair		
			Annual Price Agreement		
0248178	05/10/24	P	US Bank	0000002228	5,715.02

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> Payroll 24-08		
0248179	05/10/24	P	UniFirst Holdings Inc	0000030616	210.48
			<i>Line Description:</i> CLEANING SERVICE CLEANING SERVICE CLEANING SERVICE		
0248180	05/10/24	P	Verizon Wireless	0000008717	7,078.60
			<i>Line Description:</i> WIRELESS PHONE3/18-4/17/24 Public Works 3/18-4/17/24 Rec Cell Phone 3/18-4/17/24 CMO Cell Phone 3/18-4/17/24 Finance Cell Phon3/18-4/17/24		
0248181	05/10/24	P	Viola Reese	0000030723	100.51
			<i>Line Description:</i> Refund Ambulance Fee		
0248182	05/10/24	P	Vulcan Materials Company	0000007403	2,180.41
			<i>Line Description:</i> Asphalt Asphalt		
0248183	05/10/24	P	Ware Disposal Inc	0000000255	14,998.52
			<i>Line Description:</i> Bulky Item Pick Up Dump Day @ Sr Cnt 4/20/24 CMBS Waster Srvs May		
0248184	05/10/24	P	Waterline Technologies Inc	0000014520	203.85
			<i>Line Description:</i> DRC Pool Treatment		
0248185	05/10/24	P	Waxie Sanitary Supply	0000004480	15.72
			<i>Line Description:</i> Warehouse Stock		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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>
0248186	05/10/24	P	Westnet Inc	0000004531	398.68
			<i>Line Description:</i> Sales Tax 7.75%		
			Unit Addition to the WesNet Di		
0248187	05/10/24	P	Williams Data Management	0000018803	505.50
			<i>Line Description:</i> DATA STORAGE-Apr 24		
0248188	05/10/24	P	Zumaea Fadi	0000030698	63.50
			<i>Line Description:</i> Refund Citation CM070016570		
TOTAL					\$1,043,968.10

Bank: CITY
 Cycle: APAY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0248189	05/10/24	P	Amanda Kim	0000030668	553.85
			<i>Line Description:</i> Payroll Deduction 24-10		
0248190	05/10/24	P	CalPERS Long-Term Care Program	0000006287	85.42
			<i>Line Description:</i> Payroll Deduction 24-10		
0248191	05/10/24	P	Pamela Lilly	0000025324	750.00
			<i>Line Description:</i> Payroll Deduction 24-10		
0248192	05/10/24	P	State of California	0000001546	293.45
			<i>Line Description:</i> Payroll Deduction 24-10		
TOTAL					\$1,682.72

City of Costa Mesa Accounts Payable
CCM VOID CHECK LISTING

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>
0246923	5/8/2024	V	Emely Vivas	0000030555	03/01/24	(3,500.00)
<i>Line Description:</i> Incorrect payable name. Issue to company.						
TOTAL						(\$3,500.00)

City of Costa Mesa Accounts Payable
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>
017685	05/10/24	P	Alma Reyes <i>Line Description: 2024 ICSC Tradeshow</i>	0000021563	172.50
017686	05/10/24	P	Ariana Pacheco <i>Line Description: Science of Friction Ridge Exam</i>	0000029994	40.00
017687	05/10/24	P	Brandon Nguyen <i>Line Description: 2024 Tyler Technology Conf</i>	0000030477	2,196.02
017688	05/10/24	P	CHC: Creating Healthier Communities <i>Line Description: Payroll Deduction 24-10</i>	0000008015	10.00
017689	05/10/24	P	Costa Mesa Employees Association <i>Line Description: Payroll Deduction 24-10</i>	0000006284	4,317.01
017690	05/10/24	P	Costa Mesa Executive Club <i>Line Description: Payroll Deduction 24-10</i>	0000006286	135.00
017691	05/10/24	P	Costa Mesa Firefighters Association <i>Line Description: Payroll Deduction 24-10</i>	0000001812	8,227.39
017692	05/10/24	P	Costa Mesa Police Association <i>Line Description: Payroll Deduction 24-10</i>	0000001819	7,140.00
017693	05/10/24	P	Costa Mesa Police Management Assn <i>Line Description: Payroll Deduction 24-10</i>	0000005082	315.00
017694	05/10/24	P	Daniel Inloes <i>Line Description: 2024 ICSC Tradshow-DI</i>	0000023442	379.50

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>
017695	05/10/24	P	Delcie Hynes <i>Line Description: CESA Conf</i>	0000030712	241.50
017696	05/10/24	P	Elizabeth Duesund <i>Line Description: Assertive Supervision</i>	0000020538	73.04
017697	05/10/24	P	Gloria Lemus <i>Line Description: Crisis Intervention Trng</i>	0000017139	65.84
017698	05/10/24	P	Harrison Schwab <i>Line Description: Frseno Training Symposium</i>	0000026985	140.67
017699	05/10/24	P	Jeremy Hermes <i>Line Description: Leadership Mentoring/Coaching</i>	0000025637	74.65
017700	05/10/24	P	Jones Mayer <i>Line Description: #122154-Murtaugh #122146-D'Alessio Investment #122171-Insight Psychology #122151-Lehman/Freeman #122144-AAA-Martindale #122152-Litigations #122147-DBO Invest #122169-Cervantes #122148-Hernandez #122175-Pederson #122172-Jahanbin #122159-Schaefer #122168-Carrera #122160-Tippett #122149-Hurtado #122153-Moyer</i>	0000014653	36,620.47

City of Costa Mesa Accounts Payable
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> #122156-Olive #122158-Peper #122174-Niles #122145-Becker #122150-Leaman #122155-Nasiri #122157-Oshiro #122170-Garten #1221732-Munoz		
017701	05/10/24	P	Kristofer Moore	0000025526	80.00
			<i>Line Description:</i> Basic Death Investigation		
017702	05/10/24	P	Lawrence Coward	0000030713	172.50
			<i>Line Description:</i> 2024 ICSC Tradeshow		
017703	05/10/24	P	Michelle Bradbury	0000014380	32.00
			<i>Line Description:</i> Management Seminar B		
017704	05/10/24	P	Mitchell Diamond	0000030707	250.00
			<i>Line Description:</i> Pramedic License Recert		
017705	05/10/24	P	Monica Trujillo	0000029969	48.90
			<i>Line Description:</i> CAPE Conf Exp-MT		
017706	05/10/24	P	Morgan Cain	0000029624	250.00
			<i>Line Description:</i> Paramedic License Cert		
017707	05/10/24	P	Omar Amaya	0000027488	416.45
			<i>Line Description:</i> Fresno Training Symposium		

City of Costa Mesa Accounts Payable
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>
017708	05/10/24	P	Reena Leffingwell <i>Line Description: CALNENA Conference</i>	0000021326	51.46
017709	05/10/24	P	Scott Stafford <i>Line Description: Management Seminar A</i>	0000012020	40.00
017710	05/10/24	P	Slawek Luczkiewicz <i>Line Description: Sherman Block SLI#3-SL</i>	0000021389	185.00
017711	05/10/24	P	Steve Airey <i>Line Description: Fresno Training Symposium</i>	0000014747	349.74
017712	05/10/24	P	Thomas Scott <i>Line Description: ICI Core Course</i>	0000026255	80.00
017713	05/10/24	P	Vijay Chawla <i>Line Description: Firearms Instructor</i>	0000025171	100.50
017714	05/10/24	P	William Rodrigues <i>Line Description: 2024 ICSC Tradeshow</i>	0000030541	172.50
017715	05/10/24	P	Yilmaz Yanik <i>Line Description: PC 832 Laws of Arrect</i>	0000030714	40.00
TOTAL					\$62,417.64

Bank: CITY
Cycle: AWKLY

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0246364	5/15/2024	V	Cintas Corporation #640 <i>Line Description: Did not received payment.</i>	0000023262	01/26/24	(176.40)
0246593	5/15/2024	V	Scott Fazekas & Associates Inc <i>Line Description: Did not received payment.</i>	0000003961	02/02/24	(10,894.71)
0247167	5/15/2024	V	Cintas Corporation #640 <i>Line Description: Did not received payment.</i>	0000023262	03/15/24	(398.24)
0247775	5/13/2024	V	Eagle Print Dynamics <i>Line Description: 5/13/24 Void & reissue. Vendor did not receive check</i>	0000026736	04/19/24	(877.77)
TOTAL						(\$12,347.12)

1,868.50
 970,489.00
 333,008.24
 (176.40)
 (10,894.71)
 (398.24)
 (877.77)

 1,293,018.62

Bank: CITY
Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0248193	05/14/24	P	Eagle Print Dynamics	0000026736	1,398.57
		<i>Line Description:</i>	CMO Uniforms Polos CMO Uniforms Polos Table Cloth		
0248194	05/14/24	P	Time Warner Cable	0000011202	469.93
		<i>Line Description:</i>	Cable Box Upgrade for 2nd Fl Cable Services-City Hall Bridge Shelter Fiber		
TOTAL					\$1,868.50

Bank: CITY
 Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248195	05/17/24	P	All City Management Services Inc	0000009480	17,441.21
			<i>Line Description:</i> Schl Crsng Guard 4/14-4/27/24		
0248196	05/17/24	P	Benefit Coordinators Corp	0000029594	41,777.20
			<i>Line Description:</i> VSP Ins Prem Delta Dental Ins Prem-May 24		
0248197	05/17/24	P	Bracken's Kitchen Inc	0000029468	15,171.09
			<i>Line Description:</i> Shelter Meal Svc 4/22-5/5/24		
0248198	05/17/24	P	BrightView Landscape Services Inc	0000026055	217,647.97
			<i>Line Description:</i> Arlington Bike Trail Replantng JHSC Replanting Landscape Maint-Apr 2024 Fairview Med/Adams Replanting Canyon Pk Backflow Replacemnt		
0248199	05/17/24	P	Builtall	0000030419	16,589.63
			<i>Line Description:</i> Retention Proj #22-09 IT Office Remodel #200085		
0248200	05/17/24	P	Hinderliter De Llamas & Associates	0000002537	75,108.40
			<i>Line Description:</i> Sales Tax Sales Tax Audit Jul-Sep 23 Sales Tax Sales Tax Audit Oct-Dec 23		
0248201	05/17/24	P	KOA Corporation	0000003129	17,601.65
			<i>Line Description:</i> Adams Ave Bike Fac-Jan 23 Adams Ave Bike Fac-Apr 23 Adams Avd Bike Fac-May 23 Adams Ave Bike Fac-Dec 22		

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> Adams Ave Bike Fac-Oct 22		
0248202	05/17/24	P	LINA	0000015623	33,893.41
			<i>Line Description:</i> NYL Admin Fees Apr 2024 LTD Ins Prem May 24 Retiree Life Ins Prem May 24 Active Life/AD&D Ins Prem May Voluntary Life Ins Prem May 24		
0248203	05/17/24	P	Lyons Security Service Inc	0000027168	24,353.79
			<i>Line Description:</i> 24 Hr Security Lions Park Senior Center Security Apr 24		
0248204	05/17/24	P	Newport Mesa Unified School District	0000003339	21,277.19
			<i>Line Description:</i> Developer Fee-Jul 2023 Developer Fee-Aug 23		
0248205	05/17/24	P	Newport Mesa Unified School District	0000003339	102,151.92
			<i>Line Description:</i> JUA Agreement Oct-Dec 2023 JUA Agreement Jul-Sept 2023		
0248206	05/17/24	P	Pinnacle Petroleum, Inc	0000029315	24,460.47
			<i>Line Description:</i> Unleaded Fuel PD		
0248207	05/17/24	P	Priceless Pet Rescue	0000026000	33,000.00
			<i>Line Description:</i> Shelter Adoption Apl 2024		
0248208	05/17/24	P	Santa Margarita Ford	0000022708	59,212.66
			<i>Line Description:</i> Tire Fee 2024 Ford Transit Van Document Prep Fee Sales Tax 7.75%		

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> Accessories Other Fee		
0248209	05/17/24	P	Southern California Edison Company	0000004088	20,344.37
			<i>Line Description:</i> Signals 3/7-5/2/24 360 Ogle 4/11-5/9/24 1560Adams 4/12-5/12/24 3190 Airport Loop 4/10-5/8/24 Vet Hall 4/8-5/6/24 350 Bristol 4/10-5/8/24 Arlington Ped Xing 4/10-5/8/24 3175 Airway 4/10-5/8/24 1587 Sunflower 4/9-5/7/24 1990 Placentia 4/5-5/5/24 152 Baker 4/10-5/8/24 707 W 18th 4/8-5/6/24 711 W 18th 4/8-5/6/24 734 James 4/8-5/6/24 740 James 4/8-5/6/24 744 James 4/8-5/6/24 745 W 18th 4/8-5/6/24 744 James 4/8-5/6/24 3190 1/2 Redhill 4/10-5/9/24 2590 Placentia 4/8-5/6/24		
0248210	05/17/24	P	West Coast Arborists Inc	0000004498	36,577.20
			<i>Line Description:</i> Tree Maint 3/16-3/31/24		
0248211	05/17/24	P	3 Day Blinds LLC	0000030578	4,877.95
			<i>Line Description:</i> SHIPPING SALES TAX (7.75%) BLINDS INSTALLATION		
0248212	05/17/24	P	AKAL Consultants	0000021519	3,840.00
			<i>Line Description:</i> Fairview Impv Proj		

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>
0248213	05/17/24	P	ARC	0000022726	1,106.38
			<i>Line Description:</i> Tennis Cntr Banners Fire & Rescue Booklet Earth Day Banners Construction Site Inspctn Form PD Routing Slip Notpads		
0248214	05/17/24	P	AT & T	0000001107	56.51
			<i>Line Description:</i> WSS Alarm		
0248215	05/17/24	P	AT & T Mobility	0000001107	93.66
			<i>Line Description:</i> Com Cell Phones 3/12-4/11/24		
0248216	05/17/24	P	AT & T Teleconference Services	0000001107	430.69
			<i>Line Description:</i> Teleconference Svc Mar 24		
0248217	05/17/24	P	AVG Capitol Enterprises	0000030500	3,962.43
			<i>Line Description:</i> SHIPPING SALES TAX (7.75%) Single Door Shclter		
0248218	05/17/24	P	Adlerhorst International	0000000906	750.00
			<i>Line Description:</i> Agitator Seminar 1/25-1/26/24 On Site Trng Recet2/27-2/29/24		
0248219	05/17/24	P	Agriserve Pest Control Inc	0000025268	300.00
			<i>Line Description:</i> Insect Suppression		
0248220	05/17/24	P	Animal Care Equipment & Services	0000005378	155.99
			<i>Line Description:</i> Shipping Fee		

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> Chemical Capture Guns Replacem		
0248221	05/17/24	P	Art & Learning Conservatory	0000025595	100.00
			<i>Line Description:</i> Refund Rec Dep 2008196.002		
0248222	05/17/24	P	Blue Shield of California	0000028683	2,301.50
			<i>Line Description:</i> Refund Ambulance Fee		
0248223	05/17/24	P	Bob Barker Company Inc	0000021223	144.30
			<i>Line Description:</i> Footware 4 Arrestees Footware 4 Arrestees		
0248224	05/17/24	P	Botach Tactical	0000010573	50.05
			<i>Line Description:</i> Tax from Invoice #6340839		
0248225	05/17/24	P	Bryan Cruz	0000021857	2,302.28
			<i>Line Description:</i> Refund Ambulance Fee		
0248226	05/17/24	P	CAPE	0000001569	50.00
			<i>Line Description:</i> 2024 Membership		
0248227	05/17/24	P	CBE	0000015149	1,531.58
			<i>Line Description:</i> Copier Maint 4/5-5/4/24 Copier Maint 4/5-5/4/24 Copier Maint 4/5-5/4/24 Copier Maint 4/5-5/4/24 Copier Maint 4/5-5/4/24 Copier Maint 4/5-5/4/24 Copier Maint 4/5-5/4/24 Copier Maint 4/5-5/4/24 Copier Maint 4/5-5/4/24 Copier Maint 4/5-5/4/24		

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>
0248228	05/17/24	P	CDCE Inc	0000019481	1,938.40
			<i>Line Description:</i> DC Vehicle Adapter Sales Tax 7.75% Shipping Fee Mobile Direct Thermal Printer		
0248229	05/17/24	P	CDW Government Inc	0000005402	115.48
			<i>Line Description:</i> Dell Ultrasharp monitor & 5 ye		
0248230	05/17/24	P	CLEA	0000004754	3,808.00
			<i>Line Description:</i> Police Officers LTD May 2024		
0248231	05/17/24	P	Canon Financial Services Inc	0000023241	2,352.72
			<i>Line Description:</i> Copier Lease-May 2024 Copier Lease 5/1-5/31/24 Copier Lease 5/1-5/31/24 Copier Lease 5/20-6/19/24		
0248232	05/17/24	P	Carelon Behavioral Health of California	0000030107	988.47
			<i>Line Description:</i> Employee Assistance Program		
0248233	05/17/24	P	Cassius Rutherford	0000026851	500.00
			<i>Line Description:</i> Park&Comm Svc Comm Jan-May 24		
0248234	05/17/24	P	Cintas Corporation #640	0000023262	574.64
			<i>Line Description:</i> KITCHEN CLEANING SUPP Dec 23 KITCHEN CLEANING SUPP Dec 23 KITCHEN CLEANING SUPP JAN 24 KITCHEN CLEANING SUPP JAN 24 KITCHEN CLEANING SUPP Feb 24 KITCHEN CLEANING SUPP Feb 24		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248235	05/17/24	P	Cogstone Resource Management <i>Line Description:</i> Fairview Pk Monitoring-Mar24	0000030406	1,196.25
0248236	05/17/24	P	Continental Interpreting Services Inc <i>Line Description:</i> NHCC Mtng-Statagoc Retreat Interpreter Svc 4 CC Mtng-4/16	0000024355	2,800.00
0248237	05/17/24	P	Costa Mesa Auto Glass <i>Line Description:</i> Window Tint-733 Window Tint-748 Window Tint-739	0000010001	1,370.91
0248238	05/17/24	P	Costa Mesa Lock & Key <i>Line Description:</i> Lock & Key Svcs	0000001817	14.55
0248239	05/17/24	P	Crash Data Group Inc <i>Line Description:</i> Annual Bosch CDR Software Lice	0000025364	1,500.00
0248240	05/17/24	P	Cristian Garcia Arcos <i>Line Description:</i> Park&Comm Svc Comm Feb-Mar 23 Park&Comm Svc Comm Apr-Jun 23 Park&Comm Svc Comm Oct-Dec 23 Park&Comm Svc Comm Jan-Mar 24	0000030747	1,100.00
0248241	05/17/24	P	Data Ticket Inc <i>Line Description:</i> Prkng Citation Process-Mar 24	0000010929	5,907.72
0248242	05/17/24	P	Ecolab Pest Elimination <i>Line Description:</i> Pest Control-Apr 2024	0000024420	1,364.69

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>
0248243	05/17/24	P	Elite Executive Charter LLC	0000030545	905.12
			<i>Line Description:</i> TRANSPORTATION SERVICES		
0248244	05/17/24	P	Elizabeth Dorn Parker	0000029192	300.00
			<i>Line Description:</i> Park&Comm Svc Comm Jan-Mar 24		
0248245	05/17/24	P	Fire Information Support Services Inc	0000006757	1,400.00
			<i>Line Description:</i> Professional Services		
0248246	05/17/24	P	Ford Fleet Care	0000026262	3,335.89
			<i>Line Description:</i> Parts-April 2024		
0248247	05/17/24	P	Forensic Nurse Specialists Inc	0000014039	2,400.00
			<i>Line Description:</i> Victim Physicals		
0248248	05/17/24	P	GBS Linens	0000023879	10.10
			<i>Line Description:</i> LAUNDRY SERVICE		
0248249	05/17/24	P	Galls LLC	0000002297	3,834.42
			<i>Line Description:</i> Safety Vest-Wright Uniform-MCMorris Uniform-Sgt N Wilson Uniform-Scott Uniform-Wright Uniform-Maloata Safety Vest-Carbury		
- 0248250	05/17/24	P	Gentry General Engineering	0000030532	6,351.70
			<i>Line Description:</i> RetentionPayable #23-11/300174 Adams/Pinecreek Proj #300174		

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>
0248251	05/17/24	P	Glenn Lukos & Associates Inc <i>Line Description: Vernal Pool Restratrion</i>	0000011626	4,922.97
0248252	05/17/24	P	Hospital Association of Southern CA <i>Line Description: ReddiNet Software for facilita</i>	0000030553	789.00
0248253	05/17/24	P	Integrated Impressions <i>Line Description: Promotional Items</i>	0000003403	4,322.06
0248254	05/17/24	P	Irv Seaver Motorcycles <i>Line Description: Crash Repair-#636 Helmets 4 Traffic</i>	0000010272	11,553.94
0248255	05/17/24	P	Irvine Ranch Water District <i>Line Description: 261 Monte Vista 4/5-5/7/24 2603 Elden 4/4-5/6/24 106 Del Mar 4/5-5/7/24 258 Brentwood 4/5-5/7/24 308 University 4/5-5/7/24 170 Del Mar 4/4-5/7/24 220 23rd 4/5-5/7/24</i>	0000005112	1,191.61
0248256	05/17/24	P	Jami Construction <i>Line Description: Mezzanine Demo @ PD</i>	0000029493	6,300.00
0248257	05/17/24	P	John Prichard <i>Line Description: Refund Permit BPC-24-0082</i>	0000030740	873.84
0248258	05/17/24	P	Johnson Controls Fire Protection LP <i>Line Description: Kitchen Hood Sprinkler-Sr Cntr</i>	0000026089	464.25

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> FS #5 Sprinkler		
0248259	05/17/24	P	Kelly Brown	0000029489	300.00
			<i>Line Description:</i> Park&Comm Svc Comm Jan-Mar 24		
0248260	05/17/24	P	Kimball Midwest	0000006819	603.31
			<i>Line Description:</i> Supplies		
0248261	05/17/24	P	Langlois Fancy Frozen Foods	0000030651	649.20
			<i>Line Description:</i> Jail Food Services Jail Food Services Jail Food Services		
0248262	05/17/24	P	Linscott Law & Greenspan Engineers Inc	0000010877	6,120.00
			<i>Line Description:</i> On Call Svc-Feb 24 On Call Svc-Oct 23 On Call Svc-Mar 24		
0248263	05/17/24	P	Los Angeles Times	0000003000	5,244.67
			<i>Line Description:</i> Legal Publications Legal Notices		
0248264	05/17/24	P	Martys Cybulski	0000030722	279.60
			<i>Line Description:</i> Refund Ambulance Fee		
0248265	05/17/24	P	MetLife Legal Plans Inc	0000014707	4,326.00
			<i>Line Description:</i> MetLife Legal May 2024		
0248266	05/17/24	P	Michael Baker International Inc	0000024229	9,905.60
			<i>Line Description:</i> Proj Desc & NOP Scoping Meetin		

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>
0248267	05/17/24	P	Michael Folch <i>Line Description:</i> Refund Ambulance Fee	0000030736	253.50
0248268	05/17/24	P	Nathan Tucker <i>Line Description:</i> Refund Ambulance Fee	0000030737	97.90
0248269	05/17/24	P	National Data & Surveying Services <i>Line Description:</i> ADT/Speed Counts ADT/Speed Counts	0000021249	210.00
0248270	05/17/24	P	National Recreation & Park Association <i>Line Description:</i> Annual NRPA Mbrshp	0000007580	700.00
0248271	05/17/24	P	Nivinskus Law Group <i>Line Description:</i> Frnd Subpoena Dep 001-00376086	0000030739	275.00
0248272	05/17/24	P	PVP Communications Inc <i>Line Description:</i> Helmet/Installation Kit Helmets	0000006558	1,355.05
0248273	05/17/24	P	Permit Management Solutions <i>Line Description:</i> Consulting Staffing Services	0000024925	702.00
0248274	05/17/24	P	Planning Directors Association of OC <i>Line Description:</i> PDAOC Membership	0000003646	150.00
0248275	05/17/24	P	Portco Packaging <i>Line Description:</i> Earthguard Bags for Property	0000030489	1,599.69

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248276	05/17/24	P	Pringles	0000003683	990.95
			<i>Line Description:</i> Installation Discount of 25% Sales Tax 7.75% Manual Clutch Control Roller S		
0248277	05/17/24	P	RJM Design Group Inc	0000010813	1,442.45
			<i>Line Description:</i> Pk Open Space Plan Thru3/31/24		
0248278	05/17/24	P	SCA of CA, LLC	0000029971	3,299.00
			<i>Line Description:</i> Power Washing 12/27/23		
0248279	05/17/24	P	Save Our Youth	0000003929	10,000.00
			<i>Line Description:</i> 2024 SOY Gala Sponsorship		
0248280	05/17/24	P	Schindler Elevator Corporation	0000028812	4,980.00
			<i>Line Description:</i> Extended Warranty Agreement		
0248281	05/17/24	P	Scott Fazekas & Associates Inc	0000003961	10,894.71
			<i>Line Description:</i> Consulting Plan Check Consulting Plan Check Consulting Plan Check Srvs Consulting Plan Check Srvs		
0248282	05/17/24	P	Scott Glabb	0000020105	300.00
			<i>Line Description:</i> Park&Comm Svc Comm Jan-Mar 24		
0248283	05/17/24	P	Sean Simon	0000029869	90.00
			<i>Line Description:</i> Basketball Referee-5/8/24		

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>
0248284	05/17/24	P	Sharpline Solutions Inc	0000025805	2,758.40
			<i>Line Description:</i> Thermoplastic Traffic Engineer		
0248285	05/17/24	P	Shayanne Wright	0000030053	300.00
			<i>Line Description:</i> Park&Comm Svc Comm Jan-Mar 24		
0248286	05/17/24	P	SiteOne Landscape Supply LLC	0000024133	1,787.44
			<i>Line Description:</i> Supplies		
0248287	05/17/24	P	So Cal First Aid & Safety	0000026397	797.09
			<i>Line Description:</i> Supplies Supplies		
0248288	05/17/24	P	South Coast Air Quality Mgmt District	0000003939	1,312.50
			<i>Line Description:</i> FS 4 Annual Renewal Fees CY Hot Spots Fee FS 5-Hot Spot Fee PD-Hot Spots Fee FS #6-AQMD Fees FS 4 Emissions Fee		
0248289	05/17/24	P	State of California Dept of Justice	0000001534	2,568.00
			<i>Line Description:</i> Livescan/Fingerprinting Servic		
0248290	05/17/24	P	T Peckham	0000030735	1,450.72
			<i>Line Description:</i> Refund Ambulance Fee		
0248291	05/17/24	P	Terrell Thorogood	0000030424	90.00
			<i>Line Description:</i> Basketball Referee-58/24		

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>
0248292	05/17/24	P	Terry Wall <i>Line Description: Park&Comm Svc Comm Jan-Mar 24</i>	0000030052	300.00
0248293	05/17/24	P	The Code Group Inc <i>Line Description: Consulting Staffing Services</i>	0000025073	8,140.00
0248294	05/17/24	P	The Intersect Group, LLC <i>Line Description: Temp Alexis w/e 4/19/24 Temp Dustin w/e 4/19/24</i>	0000030170	2,521.29
0248295	05/17/24	P	The Park Club <i>Line Description: Refund New Operational Permit</i>	0000030738	140.00
0248296	05/17/24	P	Transportation Charter Services Inc <i>Line Description: TRANSPORTATION SERVICES</i>	0000012681	836.00
0248297	05/17/24	P	Trellis <i>Line Description: 23-24 SubRecipient Agreement</i>	0000025584	7,631.54
0248298	05/17/24	P	US Bank <i>Line Description: Payroll 24-09</i>	0000002228	4,621.44
0248299	05/17/24	P	Verizon Wireless <i>Line Description: Subnet 3/18-4/17/2024 PD Cell Phones Mar 16-Apr 15</i>	0000008717	10,917.23
0248300	05/17/24	P	Vortex Industries Inc <i>Line Description: Preventative Maintenance & Rep</i>	0000004437	2,747.63

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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>
0248301	05/17/24	P	WSP USA Environment & Infrastructure Inc	0000029873	462.00
			<i>Line Description:</i> Inspections CommIndstrl-2/2/24		
0248302	05/17/24	P	Ware Disposal Inc	0000000255	1,767.27
			<i>Line Description:</i> Bins for Code Enforcement		
0248303	05/17/24	P	Wex Bank	0000014258	1,423.61
			<i>Line Description:</i> Fuel 4/7-5/6/24		
TOTAL					\$970,489.00

Bank: DDP1
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
017716	05/17/24	P	Brian Gruner <i>Line Description: Moving Exp Reimb</i>	0000030734	3,456.66
017717	05/17/24	P	Daniel Inloes <i>Line Description: CALED Conf Exp</i>	0000023442	246.20
017718	05/17/24	P	Delcie Hynes <i>Line Description: Mileage Exp Reimb</i>	0000030712	87.97
017719	05/17/24	P	Jenette Martinez <i>Line Description: CCPOA Meeting Employee Ceremony Supplies Employee Ceremony Supplies</i>	0000026464	1,271.99
017720	05/17/24	P	Joyce LaPointe <i>Line Description: CPCA ATS Conf-JLP</i>	0000006332	241.50
017721	05/17/24	P	Ronald Lawrence <i>Line Description: CPCA ATS Conf-RL</i>	0000029540	241.50
017722	05/17/24	P	Stacy Teran <i>Line Description: 2024 Annual CCAC Conf</i>	0000029964	903.30
017723	05/17/24	P	Taylor Scavo <i>Line Description: Fresno Training Symposium</i>	0000029682	310.50
017724	05/17/24	P	Travel Costa Mesa <i>Line Description: BIA Receipts April 2024</i>	0000024750	325,743.62

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>
017725	05/17/24	P	Waqas Khan	0000026162	505.00
			<i>Line Description:</i> Auto CAD Subscription		
TOTAL					\$333,008.24



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-214

Meeting Date: 5/21/2024

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the minutes of the regular meetings of April 2, 2024 and April 16, 2024, and the special Study Session meeting of April 23, 2024.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-214

Meeting Date: 5/21/2024

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the minutes of the regular meetings of April 2, 2024 and April 16, 2024, and the special Study Session meeting of April 23, 2024.



REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY APRIL 2, 2024 - MINUTES

CALL TO ORDER –The Closed Session meeting was called to order by Mayor Stephens at 5:00 p.m.

ROLL CALL

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

Absent: Council Member Gameros and Council Member Harper.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

- 1. CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION - ONE CASE**
Pursuant to California Government Code Section 54956.9 (d)(4), Potential Litigation.
- 2. 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

City Council recessed at 5:02 p.m. for Closed Session.

Closed Session adjourned at 6:00 p.m.

CALL TO ORDER –The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:03 p.m.

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE – Led by Ms. McVeigh's second grade class from Sonora Elementary School.

MOMENT OF SOLEMN EXPRESSION – Led by Pastor Christine Nolf, Redemption 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:

An update on the Active Transportation Committee was provided by Ralph Taboada, Chair and Bridget Gleason, Vice Chair.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Speaker, spoke on Irvine Connect a new free shuttle service in Irvine.

Shirley McDaniels spoke against the proposed housing project at the Senior Center due to concerns on the infrastructure and parking.

Janna Moore and Ella Mootz, advocated for the fight against epilepsy, and spoke on the Epilepsy walk at Tewinkle Park.

Speaker, spoke on the problems associated with illegal street vendors.

Daniel Morgan, Costa Mesa, spoke on challenges associated with the planning and building permitting process, and the costs.

Patty Bonilla, Costa Mesa, spoke on the problems associated with illegal street vendors.

Frank Spitzer, spoke on problems associated with the group home on Joann Street and spoke on excessive police calls to the property.

Speaker, spoke on excessive police calls to the group home on Joann Street.

Speaker, spoke on excessive police calls to the group home on Joann Street, problems associated with the group home, and spoke on safety issues.

Alan Mayeda, spoke in opposition to the development at the senior center due to parking concerns and costs.

Becca Walls, spoke on the Priceless Pets contract and requested that the trap and release provision be included in the contract.

Speaker, spoke on a dog park and a variety of issues.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Chavez spoke on addressing the issues associated with the group home on Joann Street, spoke on the upcoming Strategic Planning Session and requested the following items for council consideration: tree canopies, efficiency in government, customer service, and rezoning.

Council Member Gameros spoke on illegal street vendors, spoke on the Women in STEM event at the Norma Hertzog Community Center, spoke on home ownership, and employment for young adults.

Council Member Harper spoke on emailing the Council Members with concerns or questions.

Council Member Marr spoke on issues associated with the Joann Street property, spoke on the senior center housing project and parking, and spoke on expediting the permitting process.

Council Member Reynolds spoke on publicizing the tree planting program, spoke on the Women in STEM event at the Norma Hertzog Community Center, requested an update on the bike safety education program, spoke in support of public information and education on traffic calming measures, and spoke on community events for Bike Month and Pride Month.

Mayor Stephens spoke on the Strategic Planning Retreat on April 19th at the Norma Hertzog Community Center, spoke on the State of the City on April 24th, spoke on the Radiant Health Center event on April 13th, spoke on Supervisor Foley's event at Orange County Museum of Art and that Tina Hanley received the award for Women in Law and Justice, spoke on throwing the first pitch at the Battle of the Bell game, spoke on visiting the Art of Jujitsu business, requested an update on the illegal street vendors, spoke on addressing the 250 Joann Street issues, and spoke on updating the Trap and Release policy.

REPORT – CITY MANAGER – Ms. Farrell Harrison spoke on addressing the illegal street vendors issues, and introduced Brian Gruner, Parks and Community Services Director; Delcie Hynes, Emergency Services Manager; and Mark Khao, Budget and Purchasing Manager.

Assistant City Manager Ms. Gallardo-Daly spoke on addressing issues at the 250 Joann Street group home.

Police Chief Lawrence spoke on the calls for service at the 250 Joann Street group home.

REPORT – CITY ATTORNEY – NONE.

CONSENT CALENDAR

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

MOTION: Approve the Consent Calendar.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

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

ACTION:

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

2. READING FOLDER

ACTION:

City Council received and filed Claims received by the City Clerk and authorized staff to reject any and all Claims: Morgan & Morgan (Heidi Kearns), Eli Navarette, Gary Reynolds.

3. ADOPTION OF WARRANT RESOLUTION

ACTION:

City Council approved Warrant Resolution No. 2714.

4. MINUTES

ACTION:

City Council approved the minutes of the regular meeting of March 19, 2024.

5. DESIGNATION OF VOTING DELEGATE FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) 2024 REGIONAL CONFERENCE AND GENERAL ASSEMBLY

ACTION:

City Council designated Council Member Arlis Reynolds as the delegate for the upcoming 2024 Annual Southern California Association of Governments (SCAG) Regional Conference and General Assembly.

6. AMENDMENT TO THE CITYWIDE TRAFFIC SIGNAL MAINTENANCE CONTRACT

ACTION:

1. City Council approved the First Amendment to the Maintenance Services Agreement (MSA) with Yunex LLC to provide maintenance of the City’s traffic signals, increasing the annual compensation for current and future years of the MSA by \$100,000, for an annual amount not to exceed \$500,000.
2. Authorized the City Manager and the City Clerk to execute the agreement and future amendments to the agreement.

7. REJECT ALL BIDS - WILSON, WAKEHAM, AND TEWINKLE PARKS BRIDGES REPLACEMENT PROJECT, CITY PROJECT NO. 23-12

ACTION:

City Council rejected all bids for the Wilson, Wakeham, and TeWinkle Parks Bridges Replacement Project, City Project No. 23-12.

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

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

City Council recessed into a break at 7:26 p.m.

City Council reconvened at 7:41 p.m.

PUBLIC HEARINGS:

1. **SECOND READING OF ORDINANCE NO. 2024-02 AMENDING TITLE 13 (PLANNING, ZONING AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH AFFORDABLE HOUSING REQUIREMENTS FOR NEW RESIDENTIAL DEVELOPMENT PROJECTS AND FEE RESOLUTION TO ESTABLISH THE AFFORDABLE HOUSING IN-LIEU FEE SCHEDULE**

Presentation by Ms. Huynh, Principal Planner.

Public Comments:

Christine Nolf, Costa Mesa, spoke in support of an Inclusionary Housing Ordinance, spoke on housing costs, increasing the maximum amount of affordable housing in the city, spoke in support of 15% low or 10% very low on projects over 40 units, and spoke in support of establishing strong in-lieu fees.

Jacob Sanchez, Costa Mesa, spoke in support of 15% low income on projects.

Speaker, Costa Mesa, spoke on the high rental costs and in support of 15% low income on projects.

Cynthia McDonald, Costa Mesa, spoke on market rate units, overall ratio, and in support of 15% low income on projects.

Reina Cuthill, Costa Mesa, spoke in support of 15% low income on projects, supports a strong affordable housing ordinance that will impact generations to come.

Speaker, spoke on the need for extremely low-income housing, and in support of 15% low income on projects.

Speaker, spoke in support of affordable housing.

Jenn Tanaka, Costa Mesa, spoke on the timeline for rezoning requirements, the Housing and Community Development suggestions and the change in wording from “can” to “shall”, and that a 20% builders remedy is too high.

Speaker, spoke on incentives, taxes, and assisting first time homebuyers.

Adam Wood, Building Industry Association, spoke on the Planning Commission recommendations, spoke on moving forward with a program that will actually provide more housing, spoke on the City of Santa Ana as a good comparison, and that affordable housing is linked to supply.

Cesar Covarrubias, Executive Director of Kennedy Commission, spoke on the number of units in production in Santa Ana, supports a 15% low income, and spoke on the City of Santa Ana’s fees.

Speaker, spoke in support of a strong affordable housing requirement.

Tim O'Brien, Legacy Partners, spoke on the percentages needing to be competitive, spoke on industrial building and zoning, and spoke in support of the Planning Commission’s recommendation.

George Sakioka, Sakioka Company, spoke on developers meeting the requirements and market forces, spoke on the Planning Commission’s recommendation, spoke on timing of the ordinance and zoning enhancements, and on guarantees for long term development.

Christian Garcia, Costa Mesa, spoke on the need for affordable housing, spoke on increasing the percentages, spoke on creating better environments for families, and in support of 15% low income on projects.

Priscilla Rocco, spoke in support of an inclusionary housing ordinance, and in support of 15% low income and 10% for very low income.

MOVED/SECOND: Council Member Marr/Council Member Reynolds

MOTION: Approve staff recommendation with the following changes:

- At 60 or more dwelling units per acre, 15% low income and 10% very low income.
- Strike Section 2 related to ownership residential projects and remove references to ownership from the ordinance.
- Adopt in-lieu fees as proposed.

SUBSTITUTE MOTION/SECOND: Mayor Pro Tem Harlan/Council Member Chavez

SUBSTITUTE MOTION: Approve staff recommendations with the following changes:

- Allocate \$2.5 million in the 2024/2025 budget for an Affordable Housing Trust Fund.
- Increase threshold to 50 dwelling units.
- At 60 units per dwelling acre, 10% low income and 5% very low income.
- Strike section two related to ownership residential projects and remove references to ownership from the ordinance.
- The ordinance will be effective upon the adoption of rezoning by the City Council.

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

SUBSTITUTE MOTION: Staff recommendation with the following changes:

- At 60 units per dwelling acre, 10% low income, and 5% very low income.
- Allocate \$2.5 million in the 2024/2025 budget into an Affordable Housing Trust Fund, including a first-time home ownership program.
- Direct staff to bring back strategies & needs possibly via a study session to accelerate rezoning.
- Streamline projects subject to the affordable housing ordinance.
- Adopt the in-lieu fee resolution as presented.

Discussion ensued on the threshold and on in-lieu fees.

Council Member Reynolds clarified her motion to include the threshold to be 50 dwelling units, strike section two (2) related to ownership residential projects and remove references to ownership from the ordinance, defer in-lieu fees, and the ordinance shall take effect thirty (30) days after adoption.

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

SUBSTITUTE MOTION: Staff recommendation with the following changes:

- At 60 units per dwelling acre, 10% low income, and 5% very low income.
- Allocate \$2.5 million into an Affordable Housing Trust Fund, including a first-time home ownership program.
- Direct staff to bring back strategies & needs possibly via a study session to accelerate rezoning.
- Streamline projects subject to the affordable housing ordinance.
- Increase the threshold to 50 dwelling units.
- The Ordinance shall be effective 30 days after adoption (pursuant to State Law).
- Strike section two (2) related to home ownership projects in the ordinance.
- Defer in-lieu fees to a future meeting.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council found that the project is categorically exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) (“General Rule”).
2. Gave first reading to Ordinance No. 2024-02 approving the Affordable Housing Ordinance and amending Title 13 to establish the affordable housing requirements for new residential development projects.
3. Deferred Resolution No. 2024-10 establishing the affordable housing in-lieu fee schedule to a later date.

City Council recessed into a break at 10:30 p.m.

City Council reconvened at 10:46 p.m.

OLD BUSINESS:

1. **CITY COUNCIL FIRST READING OF ORDINANCES TO AMEND TITLE 13 (PLANNING, ZONING AND DEVELOPMENT) AND TITLE 9 (LICENSES AND BUSINESS REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE TO MODIFY THE CITY’S RETAIL CANNABIS PROVISIONS AND FIND THIS PROJECT TO BE CATEGORICALLY EXEMPT FROM CEQA**

Presentation by Ms. Halligan, Senior Planner.

MOVED/SECOND: Council Member Marr/Council Member Gameros

MOTION: Limit Public Comment time to 2 minutes each.

The motion carried: 5-2.

Public Comments:

Joe Zappala, spoke on signage and allowing dispensaries to identify their business.

Speaker, expressed concern that a cap of 35 is too high and requested a buffer zone between stores.

Mike Hannegan, Secret Garden, spoke on allowing signage that identifies it is a dispensary, cannabis store, or has a green cross.

Speaker, spoke on changing the numeric limit from Cannabis Business Permit to Conditional Use Permit, remove the legal non-confirming status from being attached to existing stores, requested to remove the requirement that each financial interest holder obtain a business license.

Speaker, spoke in support of a cap at 35, and in support of changing the signage to allow identification of the business.

Speaker, indicated the cap of 35 is too high and spoke on the separation requirements.

MOVED/SECOND: Mayor Stephens/Council Member Gameros

MOTION: Approve staff recommendations with the following changes:

- Continue to process the 35 CUP applications, accept no other applications for 3 years, then at that time City Council can decide whether to accept additional applications, and if they decide to, what constraints or buffers.
- Direct staff to process the remaining 12 CUP applications by the end of 2024, based on the readiness of the application, not if Tier 1 or Tier 2 system.
- If subsequently there is a sale or change in ownership of an existing CUP they can apply for a CBP.

Discussion ensued on the financial interest business license requirement.

Mayor Stephens added to the motion to strike that each financial interest holder shall obtain a business license.

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

SUBSTITUTE MOTION: Approve staff recommendation.

Mayor Pro Tem Harlan requested to strike that each financial interest holder shall obtain business license requirement.

Council Member Marr did not agree to the change.

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

SUBSTITUTE 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 Marr, Council Member Reynolds, and Mayor Pro Tem Harlan.

Nays: Mayor Stephens.

Absent: None.

Abstain: None.

Motion carried: 6-1

ACTION:

1. City Council found that the project is categorically exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) (“General Rule”).
2. Introduced for first reading, by title only, Ordinance No. 2024-03 amending Title 13 (Planning, Zoning and Development) and Ordinance No. 2024-04 amending Title 9 (Licenses and Business Regulations) of the Costa Mesa Municipal Code to modify the City’s retail cannabis provisions.

NEW BUSINESS:

1. AWARD OF FIRE STATION NO. 4 TRAINING TOWER AND SITE IMPROVEMENTS PROJECT, CITY PROJECT NO. 23-04, AND FINDING OF A CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Presentation by Mr. Yang, City Engineer.

Public Comments:

Speaker, spoke on the Finance and Pension Advisory Committee reviewing the item and inquired if the scope had increased.

MOVED/SECOND: Council Member Gameros/Council Member Chavez

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council found that the Fire Station No. 4 Training Tower and Site Improvements Project, City Project No. 23-04, is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines Section 15301.
2. Adopted plans, specifications, and working details for the Fire Station No. 4 Training Tower and Site Improvements Project, City Project No. 23-04.
3. Authorized the City Manager and City Clerk to execute a Public Works Agreement (PWA) in a not to exceed amount of \$3.5 million and future contract amendments as approved by the City Attorney within City Council authorized limits to Caliba, Inc., 8031 Main Street, Stanton, California 90680.

4. Authorized the City Manager and City Clerk to execute a Professional Services Agreement (PSA) in the amount of \$347,241 and future contract amendments as approved by the City Attorney and within City Council authorized limits to STV Construction, Inc., 1055 West 7th Street, Suite 2900, Los Angeles, California 90017.
5. Authorized the City Manager to negotiate change orders, as needed, to split the project into phases based on available funding, and explore financing options, including bond financing, with final bond documents to be brought to the City Council for final adoption, to fund the remaining unfunded portion of the project's construction costs currently totaling \$1.5 million for the second phase of the project.

MOVED/SECOND: Council Member Chavez/Mayor Stephens

MOTION: Continue New Business item No. 2 to the next regularly scheduled meeting.

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

SUBSTITUTE MOTION: Adjourn the meeting and continue the remaining items to the April 16th meeting.

The motion carried by the following roll call vote:

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

Nays: Council Member Reynolds.

Absent: None.

Abstain: None.

Motion carried: 6-1

2. FISCAL YEAR 2023-24 MID-YEAR BUDGET UPDATE AND ADJUSTMENTS

ACTION:

City Council continued the item to the April 16, 2024 City Council meeting.

3. APPOINTMENTS TO VARIOUS CITY COMMITTEES

ACTION:

City Council continued the item to the April 16, 2024 City Council meeting.

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

ADJOURNMENT – Mayor Stephens adjourned the meeting at 11:46 p.m.

Minutes adopted on this 21st day of May, 2024.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY APRIL 16, 2024 – 6:00 P.M. - MINUTES

CALL TO ORDER –The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:04 p.m.

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE – Led by the Chamber Choir of Christ Lutheran School.

MOMENT OF SOLEMN EXPRESSION – Led by Pastor Phil Eyskens, Lighthouse Church.

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Harper (Excused at 11:26 p.m.), Council Member Marr (Excused at 11:17 p.m.), Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Absent: None.

PRESENTATIONS:

Bonni Pomush, Chief Executive Officer and Chris Collie and Thomas Lotts, Public Affairs Committee Members from Working Wardrobes provided a presentation to the City Council.

Mr. Drapkin, Assistant Development Services Director, provided an update on Street Vending Enforcement.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Speaker, spoke on safety concerns pertaining to the traffic improvements on W. 19th Street, spoke on enforcement on permit parking, and spoke on future development.

Speaker, spoke on visiting the Fire Department and praised first responders.

Lynn Redman, Costa Mesa, spoke on Fairview Park and issues associated with mustard plants and requested removal and mitigation.

Speakers, advocated for the fight against epilepsy, and spoke on the Epilepsy walk at Tewinkle Park.

Juana Trejo spoke on families being evicted, enforcement of laws, and requested to share materials in Spanish.

Speaker, Resilience Orange County, requested an update on the Tenant Protection Ordinance, spoke on families receiving eviction notices and if the City is tracking, spoke on a Sunshine Ordinance and releasing the agenda ten days in advance, spoke on Plumer Street conditions and improving the public right of way.

Speaker, Costa Mesa, spoke on issues associated with receiving assistance with the Tenant Protection Program and Rental Assistance Program, and on the City's permit process.

Ida Wolf, spoke in opposition of the housing project at the Senior Center.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Gameros requested individuals to reach out to him regarding tenant issues and spoke on attending the STEM event.

Council Member Harper spoke on the Working Wardrobes organization, spoke on a complaint hotline, and expressed appreciation on the enforcement of illegal street vendors.

Council Member Marr requested an update on the Rental Assistance Program and the Tenant Protection Program.

Council Member Reynolds requested an update on the Rental Assistance program and the Permit Parking program and enforcement, spoke on the Fairview Park Steering Committee meeting, the Mobile Home Park Advisory Committee meeting and a presentation by Southern California Edison, stated the Active Transportation Committee is reviewing the E-bike Ordinance, spoke on attending the STEM event, and thanked staff for the traffic calming measures by Whittier School.

Council Member Chavez spoke on the Strategic Planning Retreat on April 19th, requested an update on the Tenant Protection Ordinance, and thanked staff for the enforcement of illegal street vendors.

Mayor Pro Tem Harlan spoke on the Harper Park six-month pilot project and requested an update, and requested an update on the Parks and Open Space Master Plan.

Mayor Stephens spoke on attending the Radiant Healthcare Gala, spoke on the State of the City on April 24th, thanked Council Member Reynolds and Mr. Thomas for sharing education on E-Bikes, spoke on attending the Bark Bash at Tewinkle Park, and spoke on the OCTA Board approving the videotaping and livestreaming of their meetings and spoke on transparency.

REPORT – CITY MANAGER – Ms. Farrell Harrison thanked staff for addressing the illegal street vendors, spoke on the non-emergency line, spoke on bringing forth an update on the Tenant Protection Program and Parks and Open Space Master Plan.

REPORT – CITY ATTORNEY – NONE.

CONSENT CALENDAR

MOVED/SECOND: Council Member Marr/Council Member Chavez

MOTION: Approve the Consent Calendar except for items 4, 5, and 6.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

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

ACTION:

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

2. **READING FOLDER**

ACTION:

City Council received and filed Claims received by the City Clerk and authorized staff to reject any and all Claims: Jennifer Maniaci, Johnathan Pate, Loya Casualty Insurance Company (Smith, Brittany).

3. **ADOPTION OF WARRANT RESOLUTION**

ACTION:

City Council approved Warrant Resolution No. 2715.

ITEMS PULLED FROM THE CONSENT CALENDAR

4. **MINUTES**

Council Member Reynolds requested a correction on Public Hearing Item 1, to include a two-year timeframe for strategies.

Public Comments: None.

MOVED/SECOND: Council Member Marr/Council Member Harper

MOTION: City Clerk to review the video of the April 2, 2024 meeting and bring back minutes for approval at a future meeting.

SUBSTITUTE MOTION/SECOND: Council Member Reynolds

SUBSTITUTE MOTION: Approve minutes as is.

Council Member Reynolds withdrew the substitute motion.

ORIGINAL MOTION/SECOND: Council Member Marr/Council Member Harper
MOTION: City Clerk to review the video of the April 2, 2024 meeting and bring back minutes for approval at a future meeting.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

City Clerk to review the video of the April 2, 2024 meeting and bring back minutes for approval at a future meeting.

5. ANIMAL CARE SHELTER SERVICES - PRICELESS PETS RESCUE

Council Member Gameros recused himself from the item, as his wife works for Priceless Pet Rescue, stepped down from the dais, and left the Council Chambers.

Public Comments:

Sue Lester spoke in opposition of the item.

Becca Walls spoke in favor of the item.

MOVED/SECOND: Mayor Stephens/Council Member Chavez

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: Council Member Harper.

Absent: None.

Abstain: Council Member Gameros.

Motion carried: 5-1-1

ACTION:

1. City Council approved and authorized the City Manager to execute the Professional Services Agreement with Priceless Pets Rescue (PPR) to provide full-service animal sheltering and animal adoption services. PPR will be responsible for the intake, coordination, and management of animals within the City of Costa Mesa for a five-year term, July 1, 2024 - June 30, 2029, for a not to exceed amount of \$480,000 annually.
2. Approved an annual Consumer Price Index (CPI) escalation and de-escalation not exceeding 5%.

3. Authorized the City Manager and City Clerk to execute the agreement and any future authorized amendments to the agreement.
4. Authorized the City Manager or designee to extend the PPR interim service agreement (Amendment #6) until June 30, 2024, for a not to exceed amount of \$33,000 monthly.

6. **SECOND READING OF ORDINANCES TO AMEND TITLE 13 (PLANNING, ZONING AND DEVELOPMENT) AND TITLE 9 (LICENSES AND BUSINESS REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE TO MODIFY THE CITY'S RETAIL CANNABIS PROVISIONS AND FIND THIS PROJECT TO BE CATEGORICALLY EXEMPT FROM CEQA**

Public Comments:

Speaker, spoke on new owners obtaining a Cannabis Business Permit if the business is sold.

Mike Hannegan, Secret Garden, requested allowing cannabis storefront signage.

Jim Fitzpatrick requested removing the requirement that any financial interest holder obtain a separate business license.

Joseph Zappala spoke in support of allowing signage and to include the word dispensary on signs, and spoke on being able to replace the tenant if the business is sold and allowing a new tenant.

Robert Taft requested removing the requirement of the financial interest holder to obtain a separate business license, spoke against a cap, and spoke against the ordinance.

Alexander Haberbush spoke on the cap of 35 storefronts and oversaturation and requested a buffer zone between cannabis stores.

MOVED/SECOND: Council Member Marr/Council Member Reynolds

MOTION: Approve the ordinances as proposed.

SUBSTITUTE MOTION/SECOND: Council Member Gameros/Council Member Chavez

SUBSTITUTE MOTION: Approve the ordinances with the following changes:

Follow State guidelines for the Cannabis Business Permits, and strike the language that each financial interest holder shall obtain a separate business license.

The motion carried by the following roll call vote:

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

Nays: Council Member Harper.

Absent: None.

Abstain: None.

Motion carried: 6-1

ACTION:

1. City Council found that the project is categorically exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) (“General Rule”).
2. Gave first reading to Ordinance No. 2024-03 amending Title 13 (Planning, Zoning and Development) and Ordinance No. 2024-04 amending Title 9 (Licenses and Business Regulations) of the Costa Mesa Municipal Code to modify the City’s retail cannabis provisions, with the following changes: follow State guidelines for the Cannabis Business Permits, and strike the language that each financial interest holder shall obtain a separate business license.

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

City Council recessed into a break at 8:32 p.m.

City Council reconvened at 8:46 p.m.

PUBLIC HEARINGS:

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

1. **REVIEW OF THE PLANNING COMMISSION'S DECISION TO APPROVE MINOR CONDITIONAL USE PERMIT APPLICATION ZA-22-11 FOR A DRIVE-THROUGH OPERATION AND A REDUCTION OF REQUIRED PARKING; DEVELOPMENT REVIEW (PDVR-23-0003) TO ALLOW THE DEMOLITION OF AN EXISTING 25,159-SQUARE-FOOT COMMERCIAL BUILDING AND TO CONSTRUCT A NEW 2,913-SQUARE-FOOT RAISING CANES RESTAURANT WITH 1,303 SQUARE FEET OF COVERED OUTDOOR PATIO AREA; MINOR MODIFICATION PMND-23-0003 TO ALLOW FOR A DECREASE OF 20% IN REQUIRED FRONT YARD/LANDSCAPE SETBACK; FOR A PROPERTY LOCATED AT 1595 OLD NEWPORT BOULEVARD**

Ex parte communications:

Council Members Reynolds and Chavez met with the applicant.

Mayor Pro Tem Harlan received a text from the applicant’s representative.

Council Member Harper spoke with the applicant’s representative.

Council Member Gameros met with surrounding businesses.

Presentation by Mr. Aldana, Assistant Planner.

MOVED/SECOND: Council Member Marr

MOTION: Limit public comments to 2 minutes.

Motion failed for lack of a second.

Public Comments:

Speaker, spoke in favor of the item.

Clay Knapp spoke in opposition of the item.

Speaker, spoke in favor of the item.

Speaker, spoke in favor of the item.

Gregg Kelly spoke in opposition of the item.

Trent Wright spoke in favor of the item.

Dan King spoke on the effects of the project and making it work for the community and spoke on addressing traffic concerns.

Speaker, spoke in opposition of the item.

Jay Goldsberry spoke on the potential of the area and in opposition of the project.

Paul Schwartz spoke on traffic concerns regarding the project.

Speaker, spoke on traffic concerns regarding the project.

Speaker, spoke on traffic concerns and safety.

Dartanian Pendleton spoke in favor of the item.

Steve Schwimmer spoke in opposition of the item.

Marc Vukceovich spoke in opposition of the item.

Speaker, spoke on traffic concerns.

MOVED/SECOND: Council Member Marr/Council Member Gameros

MOTION: Overturn the Planning Commission's decision and adopt a resolution to deny application ZA-22-11, PDVR-23-0003, and PMND-23-0003.

SUBSTITUTE MOTION/SECOND: Council Member Chavez/Mayor Stephens

SUBSTITUTE MOTION: Uphold the Planning Commission's decision and adopt a resolution to approve application ZA-22-11, PDVR-23-0003, and PMND-23-0003.

The motion carried by the following roll call vote:

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

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

Absent: None.

Abstain: None.

Motion carried: 4-3

ACTION:

City Council approved ZA-22-11, PDVR-23-0003, and PMND-23-0003.

MOVED/SECOND: Council Member Marr/Council Member Reynolds

MOTION: Continue Public Hearing Item No. 2 to the next City Council meeting on May 7, 2024.

The motion failed by the following roll call vote:

Ayes: Council Member Harper, Council Member Marr, and Council Member Reynolds.

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

Absent: None.

Abstain: None.

Motion failed: 3-4

2. APPEAL OF PLANNING APPLICATION 22-37 TO ESTABLISH AN EVENT CENTER WITH OUTDOOR ACTIVITIES, INCLUDING A REQUEST TO OFFER VALET PARKING AND TO DEVIATE FROM PARKING REQUIREMENTS LOCATED AT 3150 BEAR STREET

Ex parte communications: Council Member Gameros and Mayor Stephens spoke with the applicant.

Presentation by Ms. Curley, Assistant Planner.

Ms. Swanson, appellant, provided a presentation.

The applicant spoke on the project.

Public Comments:

Speaker, expressed concern on the hours of operation and parking in the neighborhood.

Speaker, expressed concern on the outside hours of operation.

MOVED/SECOND: Council Member Gameros/Council Member Chavez

MOTION: Uphold Planning Commission's decision and approve PA-22-37.

Council Member Reynolds requested to include a hotline number/direct contact to an onsite manager for residents to call in case of noise concerns.

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

MOVED/SECOND: Council Member Gameros/Council Member Chavez

MOTION: Uphold Planning Commission's decision to approve PA-22-37 and include a hotline number/direct contact to an onsite manager for residents to call in case of noise concerns.

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: None.

Absent: Council Member Harper and Council Member Marr.

Abstain: None.

Motion carried: 5-0

ACTION:

1. City Council found that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301 (Class 1), Existing Facilities.
2. Adopted Resolution No. 2024-15 approving Planning Application 22-37, based on findings of fact and subject to conditions of approval.

OLD BUSINESS: NONE.

MOVED/SECOND: Council Member Chavez/Mayor Stephens

MOTION: Continue the meeting past midnight.

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: None.

Absent: Council Member Harper and Council Member Marr.

Abstain: None.

Motion carried: 5-0

NEW BUSINESS:

1. FISCAL YEAR 2023-24 MID-YEAR BUDGET UPDATE AND ADJUSTMENTS

Presentation by Ms. Molina, Finance Director.

Public Comments: None.

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

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Harper and Council Member Marr.

Abstain: None.

Motion carried: 5-0

ACTION:

City Council approved the following:

1. Amended the Table of Organization to add 3.27 new FTEs in the Economic and Development Services Department (2.0 FTEs); Parks and Community Services (0.75 FTE); and the Police Department (0.52 FTEs) to help achieve City Council goals and priorities related to housing, park and environmental resources management, and public safety.
2. Approved FY 2023-24 Staffing title changes and compensation adjustments to realign positions with current operational needs in multiple departments.
 - a. Approved Resolution No. 2024-13 approving new classification and salary/pay ranges for an Animal Services Coordinator, new title for Multimedia Specialist and new title and pay ranges for Finance Officer.
 - b. Approved Resolution No. 2024-11 approving compensation adjustments for Finance Officer (Confidential).
 - c. Approved Resolution No. 2024-12 creating new classification and salary/pay ranges for Graduate Intern and compensation adjustments for Intern classification, absorbed within the existing adopted budget, in order to create a more viable pipeline of applicants to recruit City employees.
3. Approved FY 2023-24 Budget Carryovers from the prior year in the General Fund and the various Capital Projects Funds for outstanding capital projects.

2. APPOINTMENT TO THE PLANNING COMMISSION AND VARIOUS CITY COMMITTEES

Presentation by Ms. Green, City Clerk.

Council Member Harper requested to make his appointments at the May 7, 2024 meeting.

Public Comments: None.

ACTION:

City Council made appointments as follows:

MOVED/SECOND: Council Member Reynolds/Council Member Chavez

MOTION: Appoint David Martinez to the Planning Commission.

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: None.

Absent: Council Member Harper and Council Member Marr.

Abstain: None.

Motion carried: 5-0

1. Council Member Reynolds appointed David Martinez to the Planning Commission with a term expiration of January 2027.

MOVED/SECOND: Mayor Stephens/Council Member Chavez

MOTION: Appoint Sean Healey, Cara Stewart, and Angela Minjares to the Animal Services Committee with a term expiration of April 2026.

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: None.

Absent: Council Member Harper and Council Member Marr.

Abstain: None.

Motion carried: 5-0

2. City Council made the following three (3) appointments to the Animal Services Committee with a term expiration of April 2026. Mayor Stephens appointed Sean Healey, Cara Stewart, and Angela Minjares.

MOVED/SECOND: Council Member Chavez/Council Member Reynolds

MOTION: Appoint Florence Martin, Michael Moses Nolf, Andrew Barnes, Alex Campoli, and Robert Morse to the Active Transportation Committee with a term expiration of April 2026.

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: None.

Absent: Council Member Harper and Council Member Marr.

Abstain: None.

Motion carried: 5-0

3. City Council made the following five (5) appointments to the Active Transportation Committee with a term expiration of April 2026. Mayor Stephens appointed Florence Martin, Mayor Pro Tem Harlan appointed Robert Morse, and Council Member Reynolds appointed Michael Moses Nolf, Andrew Barnes, and Alex Campoli.

MOVED/SECOND: Mayor Stephens/Council Member Gameros

MOTION: Appoint Quinn Callanan, Sean Healey, and James Andrews to the Finance and Pension Advisory Committee with a term expiration of April 2028.

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: None.

Absent: Council Member Harper and Council Member Marr.

Abstain: None.

Motion carried: 5-0

4. City Council made three (3) appointments to the Finance and Pension Advisory

Committee with a term expiration of April 2028. Mayor Stephens appointed Quinn Callanan, Sean Healey, and James Andrews.

MOVED/SECOND: Council Member Chavez/Council Member Gameros

MOTION: Appoint Richard Ramirez, Michael Tou, and Kathryn Grant to the Housing and Public Service Grants Committee with a term expiration of April 2026.

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: None.

Absent: Council Member Harper and Council Member Marr.

Abstain: None.

Motion carried: 5-0

5. City Council made three (3) appointments to the Housing and Public Service Grants Committee with a term expiration of April 2026. Mayor Stephens appointed Ricardo Ramirez, Mayor Pro Tem Harlan appointed Michael Tou, and Council Member Chavez appointed Kathryn Grant.

MOVED/SECOND: Mayor Stephens/Council Member Reynolds

MOTION: Appoint Gregory Harold, Leslie Chaney-Eames, and Vickie Talley to the Mobile Home Park Advisory Committee with a term expiration of April 2028.

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: None.

Absent: Council Member Harper and Council Member Marr.

Abstain: None.

Motion carried: 5-0

6. City Council made the following appointment to the Mobile Home Park Advisory Committee with a term expiration of April 2028: Mayor Stephens appointed Vickie Talley as the one (1) Park Owner or Representative, Council Member Reynolds appointed Gregory Harold and Leslie Chaney-Eames as the two (2) Mobile Home Park Resident appointments.

MOVED/SECOND: Council Member Chavez/Council Member Reynolds

MOTION: Approve staff recommendation to dissolve the Historical Preservation Committee and transfer funds.

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: None.

Absent: Council Member Harper and Council Member Marr.

Abstain: None.

Motion carried: 5-0

7. City Council approved the Historical Preservation Committee to formally dissolve and appropriated an estimated total of \$13,000 from uncommitted Costa Mesa Community Foundation Fund and authorized a transfer from the Costa Mesa Historical Preservation Committee to the Costa Mesa Historical Society.

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

Mayor Pro Tem Harlan spoke on the applications received for the Commission/Committee appointments.

Council Member Chavez inquired if other City Council Members were interested in considering drive-through businesses.

ADJOURNMENT – Mayor Stephens adjourned the meeting at 12:16 a.m., April 17, 2024.

DRAFT

Minutes adopted on this 21st day of May, 2024.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



SPECIAL STUDY SESSION MEETING OF THE CITY COUNCIL APRIL 23, 2024 – 5:00 P.M. - MINUTES

CALL TO ORDER –The Special Study Session meeting was called to order by Mayor Stephens at 5:00 p.m.

PLEDGE OF ALLEGIANCE – Led by the Mayor.

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens (Excused at 6:00 p.m.).

Present Via Zoom Webinar: Council Member Marr.

Absent: None.

PUBLIC COMMENTS – MATTERS ONLY LISTED ON THE AGENDA

Ralph Taboada spoke on measuring techniques, the process for updating the capital improvement budget, and council priorities.

Speaker, Resilience Orange County, spoke on collecting 90 signatures from residents on Center Street requesting improvements on Plumer Street.

Jenn Tanaka, spoke on funding for park upgrades.

SPECIAL STUDY SESSION ITEM:

1. FISCAL YEAR 2024-25 PROPOSED CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET AND FIVE-YEAR (2024-25 TO 2028-29) CIP STUDY SESSION

Presentation by Mr. Sethuraman, Public Works Director.

ACTION:

City Council provided direction during the Study Session on the Fiscal Year (FY) 2024-25 Proposed Capital Improvement Program (CIP) Budget and the Five-Year (FY 2024-25 to FY 2028-29) CIP.

ADJOURNMENT– Mayor Pro Tem Harlan adjourned the meeting at 6:58 p.m.

Minutes adopted on this 21st day of May, 2024.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-197

Meeting Date: 5/21/2024

TITLE:

PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL STAFF SUPPORT AND PROGRAM MANAGEMENT SERVICES FOR VARIOUS PARKS PROJECTS

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: SEUNG YANG, P.E., CITY ENGINEER (714) 754-5335

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and authorize the City Manager and the City Clerk to execute a five-year Professional Services Agreement (PSA) with each consulting firm listed below from May 21, 2024 - May 20, 2029, in substantially the form as attached and in such final form as approved by the City Attorney for on-call staff support and program management services for various parks projects:
 - Interwest Consulting Group (Interwest)
 - Ladayu Consulting Group (Ladayu)
2. Authorize the City Manager and the City Clerk to execute future amendments with the above-listed firms including any potential increases in compensation as long as the amendments are within the approved allocated amount of \$650,000.

BACKGROUND:

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

Through its state elected representatives, the City was earmarked over \$10 million of state funds to administer various Public Works improvements, largely for public park projects. The Capital Improvement Program (CIP) for the current fiscal year includes significant grant funded projects, along with other pending and ongoing Public Works projects, which demonstrates the need for additional staff support services.

Implementation of these projects, while maintaining other day-to-day operations, requires the assistance of professional consultants to complete these projects in a timely manner and meet grant-funded project deadlines.

Therefore, Public Works along with Finance staff, advertised and released a Request for Proposals (RFP) to select qualified consultants to provide on-call Public Works/Engineering staff support and program management services for the design and construction of various parks and other Public Works projects.

ANALYSIS:

On February 5, 2024, the City issued a Request for Proposals (RFP) for on-call or “as-needed” Public Works/Engineering staff support and program management services during design and construction of various parks projects. Three (3) proposals were received to provide the intended services. Proposals were reviewed for compliance with the City’s RFP, and consultants were evaluated based on the method of approach, qualifications, and experience, staffing and cost proposal.

Upon a thorough review of all the submitted proposals, staff has determined that Interwest and Ladayu be awarded a Professional Services Agreement (PSA) based on their qualifications and experience.

The consultant firms’ proposals were comprehensive and met all the requirements of the RFP. Their proposals and fee schedules are included in the PSAs in Attachments 1 and 2, respectively. Both PSAs will be for a five-year period, and compensation shall be paid in accordance with the rate set forth in the consultant’s cost proposal, as noted in the PSAs.

ALTERNATIVES:

The alternative to this Council action would be to reject all proposals and re-advertise the RFP. However, this may not result in better quality proposals for the requested services and would also delay projects. Staff recommends that Interwest and Ladayu be awarded based on the quality of their submitted proposals.

FISCAL REVIEW:

There is sufficient funding for the proposed PSAs, and the budget will be appropriated in various funds, including the Capital Improvements Fund (401) and State Grants Fund (231), consistent with the Capital Improvement Projects. The cost for consulting services will be assigned to the respective project budgets.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This agreement works toward achieving 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.
- Advance environmental sustainability and climate resiliency.

CONCLUSION:

Staff recommends the City Council:

1. Approve and authorize the City Manager and the City Clerk to execute a five-year Professional Services Agreement (PSA) with each consulting firm listed below from May 21, 2024 - May 20, 2029, in substantially the form as attached and in such final form as approved by the City Attorney for on call staff support and program management services for various parks projects:
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CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

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TITLE:

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DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: SEUNG YANG, P.E., CITY ENGINEER (714) 754-5335

RECOMMENDATION:

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BACKGROUND:

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

Through its state elected representatives, the City was earmarked over \$10 million of state funds to administer various Public Works improvements, largely for public park projects. The Capital Improvement Program (CIP) for the current fiscal year includes significant grant funded projects, along with other pending and ongoing Public Works projects, which demonstrates the need for additional staff support services.

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Upon a thorough review of all the submitted proposals, staff has determined that Interwest and Ladayu be awarded a Professional Services Agreement (PSA) based on their qualifications and experience.

The consultant firms’ proposals were comprehensive and met all the requirements of the RFP. Their proposals and fee schedules are included in the PSAs in Attachments 1 and 2, respectively. Both PSAs will be for a five-year period, and compensation shall be paid in accordance with the rate set forth in the consultant’s cost proposal, as noted in the PSAs.

ALTERNATIVES:

The alternative to this Council action would be to reject all proposals and re-advertise the RFP. However, this may not result in better quality proposals for the requested services and would also delay projects. Staff recommends that Interwest and Ladayu be awarded based on the quality of their submitted proposals.

FISCAL REVIEW:

There is sufficient funding for the proposed PSAs, and the budget will be appropriated in various funds, including the Capital Improvements Fund (401) and State Grants Fund (231), consistent with the Capital Improvement Projects. The cost for consulting services will be assigned to the respective project budgets.

LEGAL REVIEW:

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

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- Maintain and Enhance the City's Facilities, Equipment and Technology.
- Advance environmental sustainability and climate resiliency.

CONCLUSION:

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1. Approve and authorize the City Manager and the City Clerk to execute a five-year Professional Services Agreement (PSA) with each consulting firm listed below from May 21, 2024 - May 20, 2029, in substantially the form as attached and in such final form as approved by the City Attorney for on call staff support and program management services for various parks projects:
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 - Ladayu Consulting Group (Ladayu)
2. Authorize the City Manager and the City Clerk to execute future amendments with the above listed firms including any potential increases in compensation as long as the amendments are within the approved allocated amount of \$650,000.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
INTERWEST CONSULTING GROUP, INC.**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 21st day of May, 2024 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and INTERWEST CONSULTING GROUP, INC., a Colorado corporation (“Consultant”).

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide on-call engineering staff support and program management services for various parks project, 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 rate set forth in Consultant's Cost Proposal set forth in Exhibit "C," attached hereto and made a part of this Agreement.

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 five years, ending on May 6, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers'

compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Interwest Consulting Group, Inc.
1 Jenner, Suite 160
Irvine, CA 92618
Tel: (626) 224-2055
Attn: Paul Meschino

IF TO CITY:

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

Courtesy copy to:

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

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

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

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

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

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

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

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

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City,

including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

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

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

the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

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

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

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

6.27. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not

affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

6.30. Executive Order N-6-22 Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the "EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive Order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State Grant funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

[Signatures appear on following page.]

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

CONSULTANT

Signature

Date: _____

[Name and Title]

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Seung Yang
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

**ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR
VARIOUS PARK PROJECTS**

RFP NO. 24-09



PUBLIC WORKS

CITY OF COSTA MESA

Released on

February 5, 2024

**REQUEST FOR PROPOSAL
FOR
ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR
VARIOUS PARK PROJECTS**

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants to provide on-call engineering staff support & program management services for various park projects. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 years with 2 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$180.3 million and a total budget of \$234 million for fiscal year 2023-2024.

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).** The City's Purchasing

Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this 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	February 5, 2024
Deadline for Written Questions	February 9, 2024 at 11:00 a.m.
Responses to Questions Posted	February 12, 2024
Proposals are Due	February 26, 2024 at 2:00 p.m.
Approval of Contract	TBD

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

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

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

II. GENERAL INSTRUCTIONS AND PROVISIONS

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

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Identifies the project's potential issues and response to them.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide design services.
 2. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 3. Overall organization of the team is relevant to City of Costa Mesa needs.
 4. Team is managed by an individual with appropriate experience in similar project. This person's time is appropriately committed to this project.
 5. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
 6. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of

incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

7. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
 8. Provide a list of current and previous contracts similar to the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
 9. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities.
 - **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience. Describe for each such person, the relevant role and functions for each project.
 - **Cost Proposal:** Provide a structured cost proposal in a separate cost file. The cost file shall include hourly rates, inclusive of all anticipated applicable fees for the types of projects described in this RFP and classifications or services that will be provided by the proposer. Proposals shall be valid for a minimum of 180 days following submission.
 - **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
 - **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these**

must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the not-to-exceed total fee for the project.
 - ✓ The cost shall depict individual project tasks, work hours, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration.
- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on February 26, 2024**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **February 9, 2024 at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

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

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

1. **Project Approach and Methodology ----- 30%**
2. **Qualifications & Experience of the Firm ----- 40%**
3. **Key Personnel ----20%**
4. **Cost Proposal ---- 10%**

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

A. Responsiveness Screening: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. Initial Proposal Review: The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, Discussions: Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **the week of March 11th** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. The dates are subject to change. The individual(s) from 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 C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

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

- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any

governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

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

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

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

- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

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

APPENDIX A

SCOPE OF SERVICES

FOR

ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR VARIOUS PARK PROJECTS

Introduction:

The objective of this RFP is for the City to identify and select a consultant firm (with a proven track record by both the firm and the individuals to be assigned to the project) to provide comprehensive project and program management services. The selected firm and identified staff shall demonstrate strong knowledge and background in administering municipal public works projects; be capable of providing leadership to the entire design and construction team; be able to work in close partnership with City staff; and be able to oversee/manage/control schedules and costs during all phases of the project construction. Strong organization, documentation and communication skills are also a must to be considered for selection.

Through its state elected representatives, the City was earmarked over \$10 million worth of state funds to administer various Public Works improvements, largely for public parks projects. The City has an approved Capital Improvement Program (CIP) budget that calls for improvements at TeWinkle Park lakes, Shalimar Park, Ketchum-Libolt Park, Fairview Park bluffs and wetlands, etc. Brief descriptions of these projects are attached. The City is seeking a qualified consultant firm or firms who are competent and experienced in all facets of project and construction administration.

The objective of this RFP is for the City to identify and select a consultant firm (with a proven track record by both the firm and the individuals to be assigned to the project) to provide comprehensive project and program management services. The selected firm and identified staff shall demonstrate strong knowledge and background in administering municipal public works projects; be capable of providing leadership to the entire design and construction team; be able to work in close partnership with City staff; and be able to oversee/manage/control schedules and costs during all phases of the project construction. Strong organization, documentation and communication skills are also a must to be considered for selection.

This scope of services is to provide the typical project administration and program management for park improvement projects. The primary focus is for the City to select consultant(s) who can assist with professional engineering and management services for the execution of capital improvement projects. Proposers are encouraged to focus on their areas of strength and are not required to team with a large number of sub-consultants to cover all potential types of projects. The City may elect to choose one or more consultants to provide the services for a not-to-exceed fee based on tasks agreed to by the City and Consultant(s).

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

- Provide staff and services on an on-call, as-needed basis.
- Provide civil design and/or construction management services specifically for park projects.

- Provide in-house personnel or sub-consultants for architectural, civil, land surveying, structural, mechanical, electrical, landscaping architecture, etc.
- Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates and other professional services.
- Conduct "as-need" RFPs to select other consultants that are outside the expertise or time constraints of City staff.
- Review and develop standard plans and specifications.
- Respond to plan check comments.
- Perform construction management and administration.
- During construction, make on-site visits; review material submittals, shop drawings and test results; respond to RFPs; draft change orders; and review pay estimates.
- Effectively manage several projects at the same time (i.e., program management) and that key milestones and deadlines are met.

Typical tasks and assignments may include, but are not limited to the following:

Preliminary Engineering:

- Prepare or review alternative preliminary layouts, surveying, geotechnical services, and estimates of probable cost for alternatives.
- Prepare or review engineering details and calculations.
- Present alternatives and provide recommendations and analyses of the advantages of each alternative.
- Prepare or review feasibility studies including alternatives to meet a desired goal with arguments for and against each alternative and cost estimate for each one.
- Assist with grant applications.
- Surveying and other field reconnaissance.

Permits:

- Assist the City in obtaining approvals from applicable agencies, including Caltrans, Costa Mesa Sanitary District, Mesa Water District, Irvine Ranch Water District, all County of Orange agencies (e.g., OC Public Works), all Federal agencies (e.g., Fish and Wildlife), California Regional Water Quality Control Board, etc., and other permits as may be required.
- Work with utilities such as Southern California Edison, Gas Company, AT&T, Verizon, etc. on permitting issues.

Design:

- Prepare or review engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents. Formats for these documents will be discussed at the time of the task assignment.
- Bidding services including responding to bidders questions, attending any pre-bid job walk, assistance in preparing addenda, attending the pre-construction meeting.
- Prepare as-built drawings.

Construction Services:

- Manage construction schedule, visit construction site for progress and quality of work evaluation.

- Assist City staff, engineer, contractor, and construction manager/contract administrator with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders.

Construction Management/Inspection:

- Act as Resident Engineer / Construction Manager
- Perform inspection services
- Conduct materials testing
- Execute contract administration

Development Engineering:

- Review and evaluate development proposals
- Write conditions of approval

Program Management:

- Coordinate staff, other agencies, consultants, contractors, etc., to effectively coordinate one or more ongoing projects happening concurrently.
- Perform effective use of time management and resource allocation for various projects.
- Guide several projects to their ultimate completion and success.

Other Services. If you believe there are other services that are directly related to project management administrative support services and that are not specifically listed above please indicate these services in your proposal.

Each consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

ATTACHMENT 1
PARK PROJECT DESCRIPTIONS

CAPITAL IMPROVEMENT PROGRAM

Fairview Park - Mesa Restoration & Cultural Resource Preservation CA-ORA-58

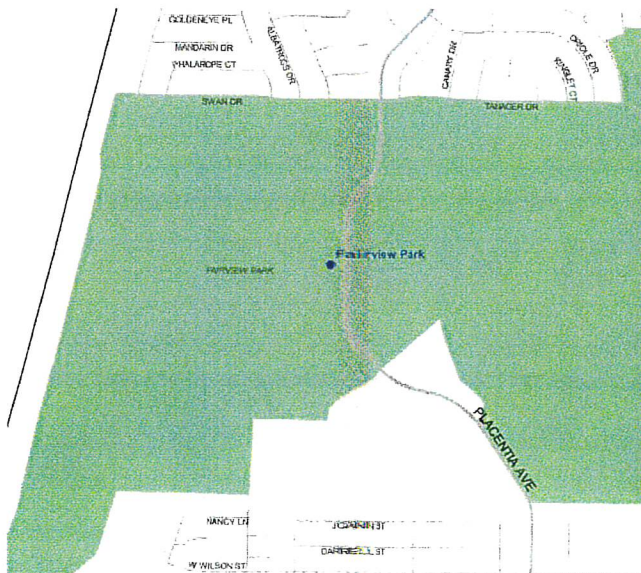
Type Parks
Department: Public Works
Category: 3 - Grant Funding

Item No. 16
CIP Project No. 202408
District No. 5

Project Status: New Project

Project Description: Mesa restoration and Cultural Resource Preservation including removal of fill deposited over site.

Project Justification: The cultural resources within Fairview Park include CA-ORA-58, an archeological site listed in the National Register of Historic Places. One of the recommended preservation measures in the Fairview Park Master Plan is the removal of unsuitable fill material deposited over the site. This project would be conducted in such a way that the activities preserve and protect the vernal pools. Additionally, this project would entail restoring the native habitat on the Fairview Park Mesa.



Fairview Park - West Bluff Stabilization and Restoration

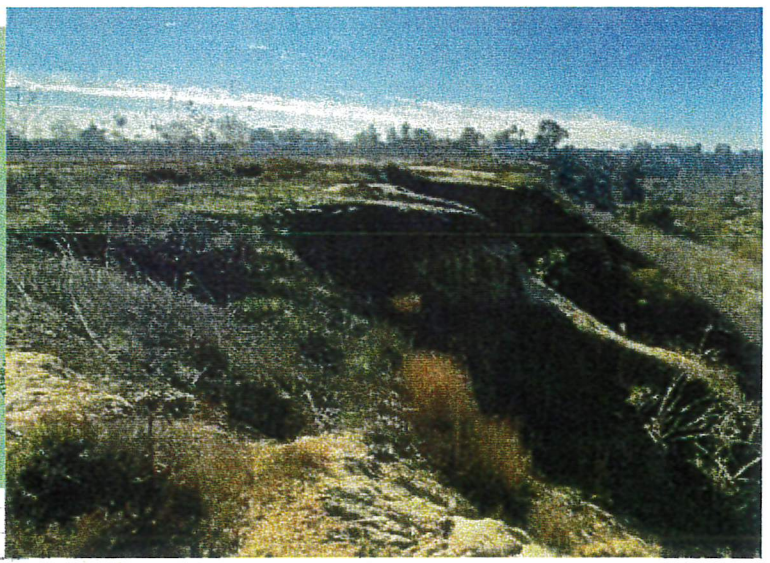
Type Parks
 Department: Public Works
 Category: 3 - Grant Funding

Item No. 18
 CIP Project No. 202409
 District No. 5

Project Status: New Project

Project Description: Stabilize and restore the Fairview Park West Bluff.

Project Justification: The westerly slopes of Fairview Park have been evaluated to address erosion and stability concerns. Studies conducted by consultants in 2002 and 2003 concluded that the slope is stable but the surface of the slope which erodes easily requires attention. Recommendations to stabilize and repair the slope range from minor repairs to re-engineering the slope per current grading standards.



Shalimar Park Improvements

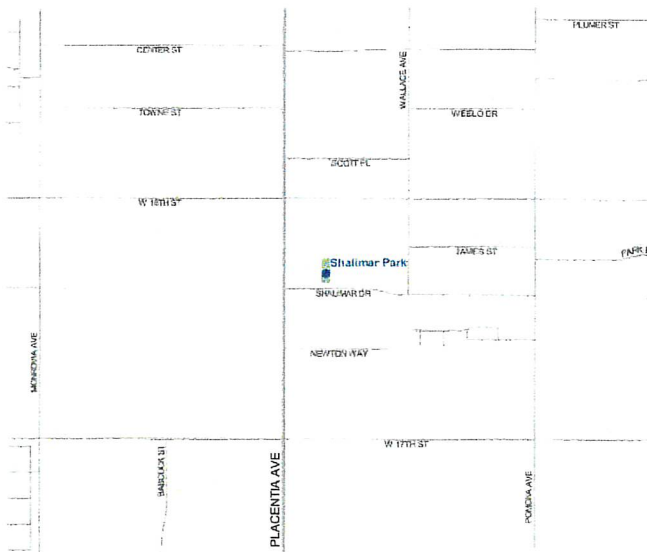
Type Parks
 Department: Public Works
 Category: 3 - Grant Funding

Item No. 20
 CIP Project No. 700145
 District No. 4

Project Status: Existing Project

Project Description: Expand Shalimar Park to create additional park space at Westside Costa Mesa.

Project Justification: Westside Costa Mesa needs additional park space, as identified in the General Plan and previous versions of the Open Space Master Plan. In addition, recent strategic planning sessions have included requests for additional park space on the westside of the City. This project would expand Shalimar Park through adjacent property acquisitions or expansion into City right-of-way to allow for additional park amenities.



Ketchum-Libolt Park Expansion

Type: Parks
 Department: Parks and Comm. Svcs
 Category: 3 - Grant Funding

Item No. 25
 CIP Project No. 700139
 District No. 4

Project Status: Existing Project

Project Description: This project proposes to expand Ketchum-Libolt Park to the south into an underutilized parkway adjacent to Victoria Street.

Project Justification: Expanding and renovating Ketchum-Libolt Park will provide additional park amenities and opportunities for community recreation.



TeWinkle Park Lake Repairs

Item No. 24
CIP Project No. 700137
District No. 3

Type Parks

Department: Public Works

Category: 3 - Grant Funding

Project Status: Existing Project

Project Description: TeWinkle Park Lake Repairs

Project Justification: This project is for the construction phase to completely renovate the existing lakes at TeWinkle Park, replace the lake liner, modify, stabilize and improve the shoreline and add plant material. This project will also upgrade amenities and maintenance systems that will improve the aesthetics of the park and the health and safety of the wildlife and public.



APPENDIX B

**SAMPLE
PROFESSIONAL SERVICE AGREEMENT**

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

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, 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. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”), attached hereto as Exhibit “A,” and Consultant’s Response to City’s RFP (the “Response”) attached hereto as Exhibit “B,” both incorporated herein by this reference.

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 and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with 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, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____.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 or the Project Manager for this Project, 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 for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. 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, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which 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, facsimile 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; b) at the time of transmission if such communication is sent by facsimile; and c) 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:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

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

Provide courtesy copy to:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Department

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 "F" and incorporated herein by reference. 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 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 sub-consultants 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 sub-consultants 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. 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.

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

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

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

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

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction

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

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

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

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.

CITY OF COSTA MESA,
A municipal corporation

[City Manager]

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Department Director

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

Date: _____

**APPENDIX C
FORMS**

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



**VENDOR APPLICATION FORM
FOR
RFP No. 24-09 ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT
SERVICES FOR VARIOUS PARK PROJECTS**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

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

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 24-09 ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR VARIOUS PARK PROJECTS** at any time after February 5, 2024.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after February 5, 2024 with a City Councilmember concerning informal **RFP No. 24-09 ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR VARIOUS PARK PROJECTS**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No _____

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

COMPANY PROFILE & REFERENCES

Company Legal Name:

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

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

Business Address:

Website Address:

Telephone Number:

Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: ___Yes ___No

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

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number:

Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number:

Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number:

Facsimile Number:

Email Address:

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name:

Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer

Date

EXHIBIT B
CONSULTANT'S PROPOSAL



INTERWEST

A SAFEbuilt® COMPANY



CITY OF COSTA MESA

On-Call Engineering Staff Support & Program
Management Services for Various Park Projects
RFP No. 24-09



February 26, 2024

MAIN PROPOSAL CONTACT:
Shelby Sieracki
Account Manager
626.224.2055
ssieracki@interwestgrp.com



TABLE OF CONTENTS

1. Cover Letter	3
2. Background and Project Summary Section	5
3. Project Approach & Methodology.....	5
4. Qualifications, Organization & Key Staff Experience	7
5. Financial Capacity	9
6. Key Personnel.....	10
7. Cost Proposal	13
8. Disclosure	13
9. Professional Services Agreement	13
10. Appendix A: Scope of Services	
11. Appendix B: Resumes	
12. Appendix C: Financials	
13. Appendix D. Required City Forms	

I | Cover Letter



February 26, 2024

Ramin Nikoui
City of Costa Mesa, Finance Department
77 Fair Drive, 1st Floor
Costa Mesa, CA 92626

1 Jenner, Suite 160
Irvine, CA 92618
P (714) 899-9039

**RE: RFP for On-Call Engineering Staff Support & Program Management Services
for Various Park Projects - RFP No. 24-09**

Dear Selection Committee,

Interwest Consulting Group (Interwest) is pleased to present our qualifications in response to the City of Costa Mesa's (City) Request for Proposal (RFP) to perform **On-Call Engineering Staff Support and Program Management Services For Various Park Projects RFP No. 24-09**.

We are uniquely qualified to perform the requested services as evidenced by our proven track record and testimony of our past and current clients. We pride ourselves in building long, sustaining relationships for the municipalities with which we work providing solutions that will strengthen your community.

Interwest brings nearly two decades of expert-level **Engineering Staff Support and Program Management Services** to partner with the City. Through this partnership, the City will benefit from our team's extensive construction industry knowledge as well as:

- **Dedicated Local Partner:** We have appreciated the opportunity to serve the City of Costa Mesa since 2012 having provided On-Call Building Plan Review and Inspection, Traffic Engineering support, Right-of-Way support services on the Adams Avenue project through our Real Estate division and Public Works support. Most recently, our team has provided Construction Management and Inspection services for the Adams Avenue and Pinecreek Drive Intersection Project.
- **Best Practices:** Our team is excited to share our best practices during the process of delivering this high-profile and eagerly awaited community project. With a commitment to delivering **Engineering Staff Support and Program Management Services** in a manner consistent with the City's adopted Customer Care Standards, Interwest's team will successfully manage the project's quality, cost, and schedule.
- **Industry Experts:** Our **Engineering Staff Support and Program Management Services** experts are critical thinkers and solution-oriented leaders who know how to navigate through the scheduled tasks while mitigating risk on a day-to-day basis. As evidenced by our proven track record and testimony of past and current clients, our expert team knows that details matter when managing projects such as the Fairview Park Mesa Restoration & Cultural Resources Preservations and West Bluff Stabilization & Restoration, Shalimar Park Improvements, and Ketchum-Libolt Park Expansion.

Our goal is to provide experts in the industry who can perform services in a seamless manner by customizing our services to correspond with our clients' expectations and needs. We strive to work collaboratively with the Department of Public Works and other City personnel, applicants, and designers to resolve issues as efficiently as possible to expedite processes with our focus being the successful delivery of services. We remain committed and flexible to provide the City with exemplary services that meet its individual needs.

To ensure our success with supporting services to the City, we propose **Steve Kooyman, PE**, as **Program Manager** for this engagement. Steve has extensive construction management experience with municipal Public Works and CIP projects. Over his 30-year career, he has worked as the Public Works Director of Rancho Santa Margarita; City Engineer for Brea; Assistant Public Works Director for the City of San Juan Capistrano; and Deputy Director with the County of El Dorado. He has in-depth knowledge of construction contract requirements for public works projects, including the APWA standard plans and specifications within the “Greenbook” and Caltrans requirements.

As Resident Engineer, **Tyrone Chesanek, PE**, will lead our team of qualified engineering staff support to provide these services to the City. Tyrone will be responsible for all matters related to our personnel and operations and provide design review, quality assurance, inspection, contract administration, materials testing, and compliance with the Local Assistance Procedures Manual (LAPM) and state and federal requirements as required, under the overall supervision of the City’s Project Manager.

Shelby Sieracki will continue to act as the **Account Manager** for the City. Shelby will be responsible for ensuring increasing levels of client satisfaction throughout the life of the contract by performing periodic Client Health Checks, a service uniquely provided by Interwest.

Proposal Main Contact
Shelby Sieracki
Account Manager
ssieracki@interwestgrp.com
626.224.2055

Program Manager
Steve Kooyman, PE
Project Manager
skooyman@interwestgrp.com
530.318.1066

Project Office: 1 Jenner, Suite 160, Irvine, CA 92618

Interwest will provide services from our project office in Irvine, CA, which is also the closest office in proximity to the City of Costa Mesa. Additionally, Interwest will partner with our subconsultant teams, Ninyo & Moore, to provide material testing services and Avant Garde, Inc. (DBE Certified Firm), to provide labor compliance and various disciplines as needed.

We appreciate the opportunity to present our qualifications to provide these services to the City of Costa Mesa and its community and we are confident that Interwest is the right team to partner with the City once again to ensure the successful delivery of **Engineering Staff Support and Program Management Services** in your community.

As President of Interwest Consulting Group, I am authorized to sign any agreements that may result from this proposal and will provide contract support to the proposed Interwest team. Should you have any questions, please contact me at 619.372.9962 or pmeschino@interwestgrp.com.

Respectfully Submitted,



Paul Meschino, President

2 / Background and Project Summary Section

Background and Project Summary

Interwest understands the City of Costa Mesa is seeking a qualified firm for On-Call Engineering Staff Support and Program Management Services for Various Park Projects. It is our understanding that these services generally include construction management, inspection, contract administration, soils, and materials testing, and other services as outlined in the attached scope of work. The Fairview Park – Mesa Restoration & Cultural Resources Preservations and West Bluff Stabilization & Restoration, Shalimar Park Improvements, and Ketchum-Libolt Park Expansion are grant-funded and we understand the time requirements and urgency to complete these projects.

We propose a California-licensed Professional Engineer to serve as the construction Resident Engineer. **Tyrone Chesanek, PE**, will lead our team of qualified engineers and inspectors to provide these services to the City. Tyrone will be responsible for all matters related to our personnel and operations, and provide plan reviews, inspection, quality assurance materials testing, and contract administration under the overall supervision of the City's Project Manager. Additionally, we will partner with our subconsultant **Ninyo and Moore** to provide a certified laboratory for soil and material testing services, **Avant Garde, Inc.** to provide labor compliance, and other disciplines, as needed, ensuring all services and requirements are met.

Services will be provided to support and supplement your existing staff. All staff will maintain a high level of customer service to the community, supporting efficiency within the department. Interwest Consulting Group has over **20 years of experience** providing the construction management and inspection services requested in the RFP. Our team is comprised of highly experienced, customer-service-oriented professionals who have successfully served our client jurisdictions.

Key Objectives

There are several important areas requiring special attention for construction management and inspection to ensure project success.

- **Standardization & Maintenance of Project Documentation:** To effectively combat claims, it is important that the resident engineer and inspector follow a uniform standard to ensure that potentially volatile issues are dealt with in a timely and accurate manner. Interwest has instituted such a system and has a proven track record of helping its clients avoid costly claims.
- **Monitoring Quality of Field Personnel:** Our construction supervisors routinely check the files and performance of our construction inspectors. Regular training meetings are conducted to discuss changes in rules and regulations. Stormwater compliance rules and the requirements of the general construction permitted on City projects are of critical importance.
- **Public Relations:** Public works projects that impact residents and businesses present unique, non-technical challenges that must be addressed throughout the life of a project. Interwest will work closely with these stakeholders to make them aware of the project, its status, and any changes. Our assigned staff possess the non-technical skill set needed to navigate the public relations arena.

3 / Project Approach and Methodology

1. Project Familiarity

Interwest is ready to provide our exceptional services to the City and its community. Pursuant to the RFP, we understand that the park projects consist of various improvements to each of the four parks.

- **Fairview Park** - The Mesa Restoration & Cultural Resource Preservation Project objective is to remove unsuitable fill over the site, restore the native habitat, and to protect the vernal pools.
- **Fairview Park** - The West Bluff stabilization and Restoration Project objective is to address the erosion, stabilize, and restore the park’s west bluff.
- **Shalimar Park Improvements** - The project objective is to expand the park, creating additional park space through the acquisition of adjacent properties and/or expanding into the City’s existing right-of-way.
- **Ketchum-Libolt Park Expansion** - The project objective is to expand the park to an underutilized parkway adjacent to the park to provide additional amenities for the community.

Our team has the following qualifications that make us the best choice in providing these services to the City:

- Diverse park and landscape engineering and construction management experience working on grant-funded projects. Direct extensive experience and a successful track record of completing grant-funded construction projects.
- Knowledgeable with grant procedures and requirements.
- Capability to provide complete technical and administrative services to ensure successful project completion on time and under budget. Providing coordination oversight for all activities taken by outside entities in connection with the project including utility companies and adjacent properties.

2. Detailed Description of Efforts

We will provide services as described in the RFP in Appendix A, “Scope of Services to be Provided.”

3. Detailed Project Schedule

Interwest will provide a detailed project schedule based on each project once scope and estimated costs are established.

4. Potential Issues and Response / 5. Innovative/Creative Approaches

POTENTIAL ISSUE	RECOMMENDED RESPONSE
<p>Fairview park is an archaeological site listed in the National Register of Historic Places. Restoration and preservation of the site will need to adhere to the requirements for its listing.</p>	<ul style="list-style-type: none"> • Engage with experts in archaeology and historic preservation to develop a comprehensive conservation plan that respects the site’s historical significance and integrates best practices for preservation. Conduct thorough research and documentation to understand the site’s history, cultural significance, and any existing conditions that may impact restoration efforts. Implement protective measures to prevent further degradation or damage to the site while restoration work is underway, such as installing barriers or signage to restrict access to sensitive areas. • Involve the local community and stakeholders in the restoration process to garner support and ensure the project reflects the values and priorities of those invested in Fairview Park’s preservation. • Secure necessary funding and resources to execute the restoration plan effectively, whether through public grants, private donations, or partnerships with organizations dedicated to historic preservation.

POTENTIAL ISSUE	RECOMMENDED RESPONSE
<p>Acquisition of private property for the expansion of Shalimar Park is time consuming and costly.</p>	<p>To expedite the expansion of Shalimar Park while mitigating costs associated with acquiring private property, several strategies can be implemented:</p> <ul style="list-style-type: none"> • Establish transparent communication channels with property owners to negotiate fair purchase prices and streamline acquisition processes. • Utilize eminent domain laws judiciously, ensuring equitable compensation while expediting the acquisition of critical parcels. • Collaborate with local government agencies, non-profit organizations, and community stakeholders to leverage funding opportunities, such as grants or bonds, to offset acquisition costs. • Explore creative alternatives like land swaps or partnerships with adjacent landowners to achieve the desired expansion while minimizing financial burdens. • Prioritize strategic planning and zoning initiatives to identify alternative sites for park expansion that may be more readily available and cost-effective.

4 / Qualifications & Experience of the Firm

Relevant Project Experience

Interwest has provided construction management and inspection services for the past 21 years and our proposed project staff has many years of combined relevant municipal experience. We have cultivated a reputation for cost-effective services provided by highly qualified and customer-focused professional consultants. Below is a representative list of Southern California municipal clients to whom Interwest staff currently provides comparable services. Additional client listings are available upon request.

CLIENT AGENCY	YEAR STARTED/ COMPLETED	SERVICES PROVIDED
City of Brea	2019-Present	Project Management, Construction Management, and Inspection
City of Costa Mesa	2007-Present	Interim Public Works Director, Civil Engineering, Traffic Engineering, Construction Management and Inspection
City of Culver City	2014-2020	Construction Management, Public Works Inspection
City of Eastvale	2010-Present	City Engineering, Construction Management, Public Works Inspection Engineering Plan Check, Engineering Support, NPDES, Transportation Planning, Traffic Engineering, Drainage Engineering, Grant Administration
City of Fountain Valley	2017-Present	Engineering Plan Review, Construction Management, Construction Inspection
City of Gardena	2018-2020	Construction Management, Construction Inspection

CLIENT AGENCY	YEAR STARTED/ COMPLETED	SERVICES PROVIDED
City of Grand Terrace	2015-Present	Interim Public Works Director Services, Engineering Plan Check, Construction Inspection, Project Management, Real Estate, Building Plan Check
City of Santa Ana	2019-2022	Construction Management, Public Works Inspection
City of Maywood	2016-2020	Construction Management and Inspection Traffic Engineering, Interim Public Works Director Services, Civil Engineering
City of Moreno Valley	2017-Present	Engineering Plan Check, Construction Management, Construction Inspection
City of Newport Beach	2013-2022	Construction Management, Public Works Inspection
City of Palm Springs	2015-2020	Construction Management, Public Works Inspection
City of Rancho Mirage	2015-2019	Interim Public Works Director Services, Project Management, Construction Management and Construction Inspection

Qualifications of Key Staff

We pride our success in effective communication. We are committed to a “no surprises” approach built upon presenting ideas, asking questions, and identifying and addressing issues early on in the process. We propose options, seek direction, and implement solutions in close coordination with the City. We welcome this opportunity to help maintain the quality of life and unique character that makes the City a desirable community, and believe our planning team will provide superior resources for meeting the City’s immediate needs and long-term goal.

Led by Resident Engineer Tyrone Chesanek, PE, the Interwest Team stands ready and capable to provide the City of Costa Mesa with the expert-level service our clients have come to expect from Interwest and our team members. We possess extensive professional capabilities which allow us to innovate, create, and implement effective solutions with the City of Costa Mesa, all while keeping the community’s interests in mind.

References

SANTA ANA ZOO VARIOUS PROJECTS/MEMORY LANE PARK/PACIFIC ELECTRIC PARK/ED CARUTHERS | SANTA ANA, CA PARK

Reference: Mike Ortiz, Principal Engineer | 714.615.0892 | mortiz@santa-ana.org

Mr. Chesanek and his team undertook the pivotal roles of construction management and inspection for these transformative projects, overseeing the comprehensive reconstruction of the parks. Their endeavors encompassed the installation of shade structures,



COMPANY NAME & ADDRESS / LOCAL OFFICE ADDRESS
Interwest Consulting Group 1 Jenner, Suite 160 Irvine, CA 92618
CORPORATE ENTITY
Colorado Corporation, legally certified to conduct business in the State of California
DATE OF INCORPORATION
April 29, 2002
FEIN
73-1630909
DATE LOCAL OFFICE OPENED
September 27, 2010

incorporation of exercise amenities, development of play areas tailored for both toddlers and young adults, establishment of flourishing community gardens and orchards, construction of contemporary restroom facilities, and implementation of effective drainage systems.

MILE SQUARE PARK UNIVERSAL ASSESSABLE PLAYGROUND | FOUNTAIN VALLEY, CA

Reference: Temo Galvez, Deputy PWA Director 1949.294.4508 | temo.galvez@fountainvalley.org

Mr. Chesanek and his team provided their expertise in construction management and inspection for this expansive endeavor, which entailed both the revitalization and expansion of the park. The project was comprised of the installation of shade structures, integration of exercise amenities, and creation of inclusive play areas catering to both tots and young adults, ensuring accessibility for all.

AROVISTA PARK MODERNIZATION PROJECT/LAGOS DE MORENO PARK | BREA, CA

Contact: Michael Ho, PE, Public Works Director/City Engineer | 714.990.7698 | MichaelH@cityofbrea.net

Mr. Kooyman and his dedicated team spearheaded the meticulous management and rigorous inspection of these endeavors, orchestrating the complete rejuvenation of the parks. The scope of their projects encompassed the installation of shade structures, integration of exercise amenities, creation of play areas tailored for both tots and young adults, establishment of vibrant community gardens and orchards, construction of modern restroom facilities, and implementation of efficient drainage solutions.

5 / Financial Capacity

Audited financials from the last three years are provided in Appendix C.

We understand that the City may request sufficient data to evaluate the firm's financial capabilities.

Interwest Consulting Group also receives financial support through our parent company, SAFEbuilt, LLC. SAFEbuilt is backed by private equity—The Riverside Company—out of Cleveland, Ohio, giving us a robust annual budget. Since its founding in 1988, The Riverside Company has invested in more than 800 acquisitions. As of 2024, Riverside's global investment portfolio includes more than 140 companies with 300+ employees. Riverside has 15 offices and makes investments across North America, Europe, and the Asia-Pacific region. The firm's investors include some of the world's leading pension funds, endowments, funds of funds, insurance companies, and banks.

With Riverside's backing, our financial strength affirms our ability to deliver services consistently for the contract's duration and beyond.

6 / Key Personnel

Qualifications of Key Staff

Summaries of qualifications and experience for the proposed key Interwest staff are provided below and detailed resumes for all key proposed staff are included in Appendix B.

1. RELEVANT EXPERIENCE, SPECIFIC QUALIFICATIONS, AND TECHNICAL EXPERTISE OF RESIDENT ENGINEER, INSPECTOR AND TEAM EXPERIENCE



Tyrone Chesanek, PE
CONSTRUCTION MANAGER

Experienced Deputy Public Works Director managing Facility and Parks CIP, Facility Maintenance, Street and Utility CIP, Facilities Management, Stores, Fleet Services, Environmental Program, and Streetlights. Assisted in planning, directing, supervising, and coordinating departmental operations; assigned work activities, projects and programs; monitored workflow; reviewed and evaluated work products, methods and procedures. Prepared and presented staff reports to City Council, Council Committees, boards, commissions, and numerous civic organizations representing the Department. Assisted with the preparation of operating and capital improvement budgets, including long-term maintenance management, Supervised and assisted subordinate supervisors in the operations and maintenance of City infrastructure, and established long-range plans and goals. Participated in recommending the appointment of personnel; provided staff training, and worked with employees to correct deficiencies, implemented discipline procedures, and recommended employee terminations.

Park Project Experience

- Mile Square Park Universal Playground Accessible| Fountain Valley, CA / Project/Construction Manager
- Memory Lane Park | Santa Ana, CA / Principal Engineer
- Santa Ana Zoo Various Projects | Santa Ana, CA / Principal Engineer
- Pacific Electric Park / Santa Ana, CA / Principal Engineer
- Ed Caruthers Park / Santa Ana, CA / Principal Engineer



Steve Kooyman, PE
PROGRAM MANAGER

Steve is a registered Civil Engineer with 30 years of experience and has spent a vast amount of his career serving numerous jurisdictions throughout Northern and Southern California regions. Steve provides Project and Construction Management and Inspection Services to our clients throughout Southern California. He has assisted several cities in delivering various Public Works Capital Improvement Program projects from Preliminary Planning/Environmental (PAED), Design (PS&E review), Bid and Award, and into Construction (Project Management/Construction Management) for watermain replacement, sewer replacement, storm drain replacement, street rehabilitation, ADA and sidewalk replacement, facilities improvements, parks and landscape, masterplan development, and has assisted the Cities with coordination and project delivery for Caltrans/City Cooperative Agreement projects. His background has provided him with the knowledge of city engineering policies and procedures, which is a proven asset when providing technical assistance to engineers, architects, contractors, city personnel, and the public.

Park Project Experience

- Arovista Park Modernization Project | Brea, CA | Project Manager
- Lagos De Moreno Park | Brea, CA | City Engineer and Project Manager
- Jack Hammett Sports Complex Parking Lot Improvements | Costa Mesa, CA | Project Manager



John Welsh **CONSTRUCTION INSPECTOR**

John brings more than 20 years of experience in the areas of construction management, inspection, planning, schedule analysis, project management, contract administration and compliance, field engineering, and quality assurance for a variety of public works, and residential and transportation projects. John’s diverse background has given him insight into serving cities and government agencies on large, complex, high-value construction projects. His experience ranges from small city projects to multi-million dollar projects, including highways, street improvements, and airport taxiways. John is able to collaboratively work with all parties ensuring projects are well managed and brought to a successful completion.

Recent Project Experience

- Harbor Blvd. Median Island Installation | City of Anaheim, CA | Inspector
- Broadway and Anaheim Blvd. Rehabilitation, PCC Sidewalks, Storm Drain, AC paving and re-striping | City of Anaheim, CA | Inspector
- Pinyon Hills (Phelan) Widening and Signal Improvements | Caltrans | Inspector

Subconsultants

Due to the page restrictions, Interwest has only provided staff biographies and resumes of our key subconsultant team members. Additional resumes of our proposed subconsultant team can be provided following award of contract.

Ninyo & Moore



Randy Reichert **PROJECT MANAGER**

As a Construction Inspector and Project Manager for Ninyo & Moore, Mr. Reichert provides in-depth knowledge in testing methods, inspection, and standards relating to concrete and hot mix asphalt (HMA) production and placement operations. He has extensive experience working on state and interstate highway transportation project.

Recent Project Experience

- Valley Boulevard, Resurfacing | Industry, CA | Project Manager for Construction Materials Testing
- Pacific Coast Highway and Hawthorne Boulevard Intersection Improvements, | Torrance, CA | Project Manager for Construction Materials Testing
- City of West Hollywood Mid-City Pavement Repair | West Hollywood, CA | Project Manager for Construction Materials Testing

Avant Garde



Lissette Montoya
PROGRAM DIRECTOR

Ms. Montoya is the Vice-President and CFO of AVANT-GARDE. She has more than 20 years of comprehensive expertise in project management and analysis, funding management, grant administration, public relations, and community outreach programs. She is experienced in issues impacting city governments and contract administration and has experience identifying federal and state fund allocation balances, programming funds, and administering long-and-short range programs consistent with the economic capabilities of the city. Ms. Montoya directs the Program Management team to ensure that projects are developed in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion.

2 - 3. TEAM MANAGEMENT AND DISCIPLINES OF PROJECT TEAM

Our team proposes **Tyrone Chesanek, PE** as Resident Engineer for this opportunity. Tyrone has experience directly managing similar federally-funded projects administered through Caltrans. He has in-depth knowledge of the latest edition of the Local Assistance Procedures Manual and his time is appropriately committed to this project.

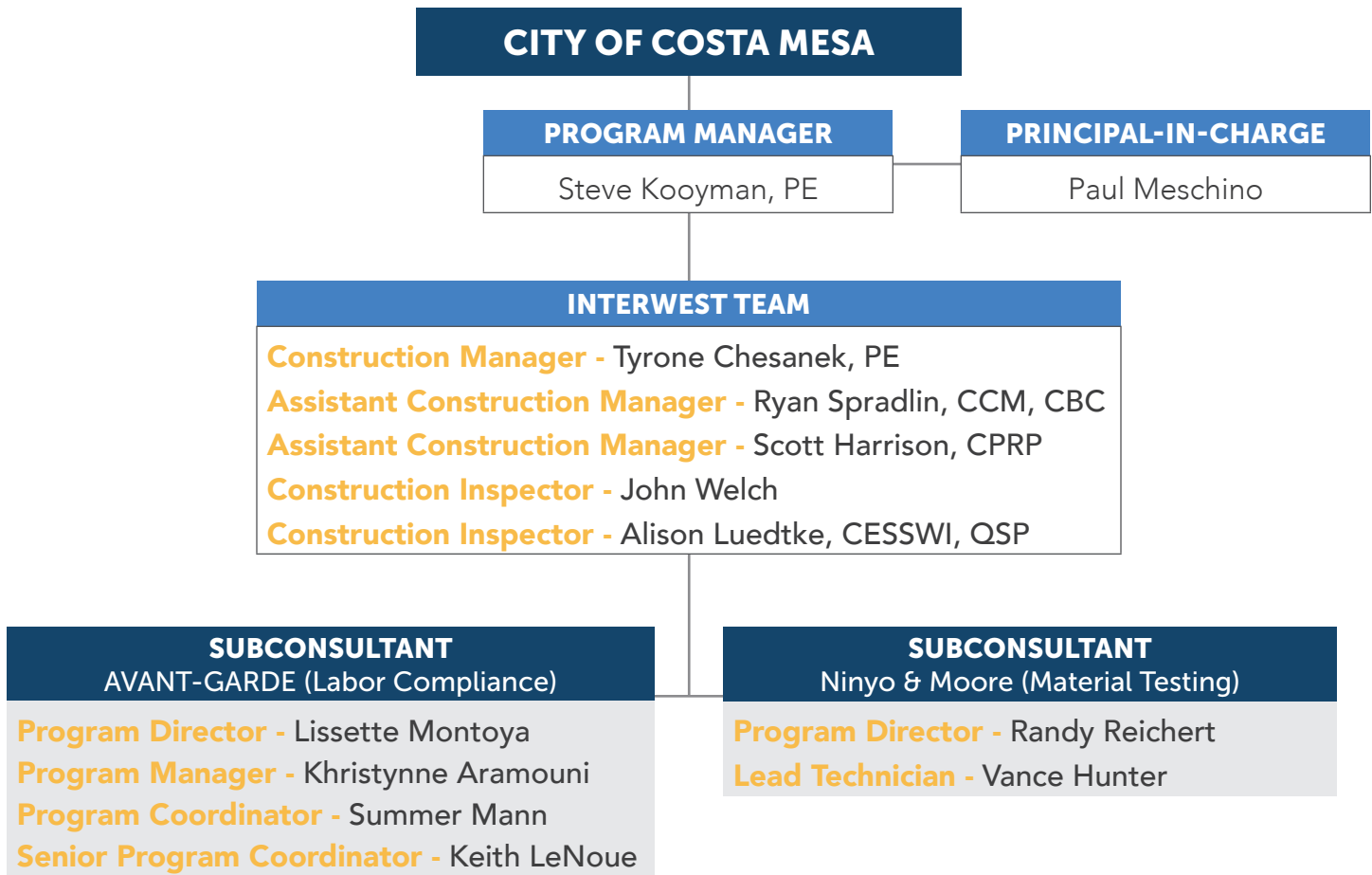
Our priority is to ensure the best possible experience working with our team—with minimum impact on the City of Costa Mesa community. During the project management and construction process, all disciplines work as a team on each project, lead by a supervisor who oversees all reviews, consults with Interwest staff and City staff as needed, as well as applicants. Our construction management and inspection procedures allow oversight and coordination with all management disciplines. The supervisors of the Interwest team—Steve Kooyman, PE and Tyrone Chesanek, PE—have worked together to effectively lead construction teams on a multitude of municipal federally-funded contracts over the last five years.

4 - 8. OVERALL ORGANIZATION OF TEAM, STRUCTURE AND BUDGET

Our services are provided in a cost-effective manner and can be adjusted to remain within City budget constraints. We will communicate regularly with the City and monitor and evaluate our areas of responsibility to make recommendations for cost savings where possible.

Our committed team members, including subconsultants, **will provide exceptional service to the City of Costa Mesa**. We have significant direct experience working as municipal employees and as contract staff members in jurisdictions throughout California. Individually, the professionals selected to serve the City excel in each of their backgrounds. As a team, they possess the professional capability to innovatively create and implement effective solutions to serve the interests of your community. The organizational chart provided below highlights our key personnel, company roles, areas of expertise, and the organization of our project team.

Team Organization



7 / Cost Proposal

Interwest has provided the Fee Schedule as a separate submittal, per instruction of the RFP.

8 / Disclosure

Interwest has provided a variety of Building & Safety and Public Works services to the City of Costa Mesa as a result of competitive and sole source RFPs and RFQs. We have no current or past business or personal relationships with any Costa Mesa elected official, appointed official, City employee, or their family members.

9 / Professional Service Agreement

The Interwest Contract and Legal team have carefully reviewed the contract terms presented in the Sample Consultant Agreement in the RFP. We respectfully request the option to discuss the following agreement term sections with the City during contract negotiations:

- | | |
|--------------------------------|--|
| 1.4. Warranty | 6.9. Indemnification and Hold Harmless |
| 1.7. Delegation and Assignment | 6.11. Pers Eligibility Indemnification |
| | 6.13. Ownership of Documents |

APPENDIX A:
SCOPE OF SERVICES
TO BE PROVIDED

A



Project Approach and Scope of Work

The Interwest Team ("Team") will follow the Scope of Work/Tasks and approach for the project pursuant to the RFP as follows:

GENERAL SERVICES:

The Team will provide continuous technical and administrative services throughout the project duration from pre-construction phase to post construction phase to ensure the project is completed within schedule and budget. Additionally, the Team will provide coordination and oversight for all activities taken by outside entities in connection with the project (i.e., utility companies, OCTA, Orange County College, and Caltrans Local Assistance Program Manager) with continuous coordination with the City's Project Manager. Furthermore, the Team will continue to comply with the Caltrans Local Assistance Procedures Manual (LAPM) on a regular basis and check on updates to the Manual.

TASK 0 – INITIAL-CONSTRUCTION PHASE

0.1) Constructability Review of Construction Documents

- a. Our Team will complete a thorough Constructability, Quality Assurance/Quality Control (QA/QC), and Value Engineering review effort in coordination with the City and designer on the Plans and Specifications. Additionally, the Team will drive/walk the Project site, complete a photo record of existing conditions, and check measurements to assist the constructability review. We will create a report of findings that would include recommended alternative solutions with potential cost savings as well as time savings during construction.
- b. Collectively, our Team will use the organization's expertise to review all layers of the detailed plans, from curb, gutter, sidewalk repairs, ADA curb ramps, median improvements, signal improvements, and signing and striping and coordinate the Plans with the Specifications for consistency.

0.2) Utility Coordination

- a. Our Team will assist the City with Utility Notices to all potentially affected utilities and specifically reach out to each potentially impacted utility to make sure they are part of the work plan and provide USA information in a prompt manner.
- b. Our Team will also check the plans to ensure that all base utility map information (record or grid) provided by the utility companies are addressed on the plans.

0.3) Project Bid Documents

- a. Our Team will thoroughly review all final bid documents for consistency between the general and supplemental provisions from the City and the technical specifications from the design consultant and provide final comments/edits as needed with recommended solutions to reduce potential cost and working day overruns.
- b. Our Team will prepare a final baseline delivery schedule with milestone tasks, activity dates, durations, etc., for pre-construction, construction, and post-construction phases of the work in coordination with the Contractors' baseline schedule.
- c. Our Team will assist the City with the initial public outreach efforts.

0.4) Pre-Construction Stage

- a. Our Team will coordinate with the City and relay any special concerns and specification requirements, required permits, utility coordination, and state and federal agency requirements, once the contract agreement, bonds, and insurance documents have been approved by the City and prior to the pre-construction conference. Additionally, we will assist the City in preparing the Final Utility Notices (Notice to Relocate or Adjust) to all effective Utility companies within the Project area.

- b. Our Team will coordinate with the City and discuss the date/time for the Pre-Construction Conference with the Contractor with an anticipated Notice to Proceed date. Upon mutually agreeing to the date and time of this conference, we will prepare the agenda for this meeting for City review and send out the Pre-Construction Conference Notice with agenda to the Contractor. The notice will contain all specification requirements that the Contractor is required to submit to the City prior to the conference date (i.e., baseline schedule, submittal matrix, initial 4-week look-ahead schedule).
- c. Our Team will set up the initial project control system in compliance with the LAPM and seek an initial pre-audit from Caltrans to ensure the filing and control system meets the requirements.
- d. Our Team will coordinate the review and comments on all submissions from the Contractor with the City and Engineer of Record prior to the pre-construction meeting. This includes the review of the initial submittal log, baseline schedule, stormwater control plan, and traffic control plan. Additionally, we will discuss the long-lead time signal equipment bid item with the Contractor to ensure the submittal is timely, and the order has been placed.
- e. Our Team will coordinate and facilitate the Pre-Construction Conference, discuss all items on the agenda, relay any special items of concern (i.e., public notices, traffic control, noise, BMP's, working times, permits, CPR (Labor Provisions) and EEO requirements, etc.). All minutes of the meeting will be captured and provided to the City for review prior to final posting. The final minutes of the conference will be posted or provided to the Contractor for concurrence.
- f. Our Team will also reach out to all affected utilities companies to invite them to the Pre-Construction Conference or initiate individual meetings to relay schedule, contractor information, scope of work, and coordination.
- g. Our team will assist the City with the public notices to relay the project scope, schedule, and contractor information to the adjacent businesses, residences, and stakeholder agencies.

TASK 1 – CONSTRUCTION PHASE

1.1) Contract Administration/Management

- a. Our Team will follow strict guidelines and recommendations including the public works contract and supplemental provisions from the City as well as federal requirements per the LAPM to ensure the project is completed according to the plans and specifications and the Federal requirements with sound and proven ethical contracting practices. Throughout the contract, our team will ensure that all construction complies with the contract documents, including the codes, city standards, Greenbook, and state and federal requirements. All potential delays to the contract schedule due to change orders or weather days will be tracked in accordance with the contract documents and relayed to the City.
- b. The Interwest Construction Manager/Resident Engineer (CM/RE) will be the main point of contact with the City and perform the work as a representative of the City pursuant to all City requirements during the duration of the contract. All construction matters will be discussed between the Contractor and CM and any issues (potential claims, CCO's, disputes) will be relayed and discussed with the City with recommended resolutions.
- c. Our Team will utilize Procore or City preferred filing control system per LAPM throughout the performance of the contract for all document management, reporting, meetings, reports, RFIs, submittals, non-conformance reports, shop drawings, certified payroll, and insurance compliance. Our Team could also use other cloud-based platforms such as Microsoft One Drive as directed by the City to capture, document, and share all contractual documents.

1.2) Reports and Communications

- a. Our Team will update the City weekly on the progress of the projects and document all communications and reports. We will consistently gather pertinent information from the design consultant, the City,

the contractor, and any other entity involved in this project to ensure all the facts are collected, documented, and reported as required by the City. Monthly progress reports will be generated that will capture the following:

1. Summary of the previous month's main accomplishments and current construction activities.
 2. Overall Contractor's conformance to contract schedule and quality requirements.
 3. Identification of key problems, action items, and issues, as well as recommendation, for solutions.
 4. Summary of progress payments, change orders, disputes, submissions, RFIs, and Notices of Noncompliance.
 5. Photographs of representative project activities.
- b. Our Team will also coordinate meetings with the City, Consultant, and Contractor on a weekly basis to ensure the City remains updated.
- c. Interwest will provide a web-based dashboard with key performance indicators (KPI) that will provide an updated picture of the project with the latest project information. Some of the KPIs that could be included are schedule deviation, budget deviation, percentage of RFIs answered, change order request resolutions, and others. This dashboard will be shared with City and contractor as a way to quickly show where we are in the project and assist with making quick and impactful decisions.

1.3) Photo Documentation

- a. Our Team will not only review the contractors' photos and videos of existing conditions and progress but will also create our internal library to document existing conditions and the progress of all trades on working days. All media will be documented on Procore or City preferred platform. The media will also be used to document non-conformance, safety, BMPs (Best Management Practices), and equipment.

1.4) Construction Progress Meetings

- a. The CM/RE and Inspection Team will conduct weekly progress meetings with the City, Consultant, and Contractor to track progress and status of significant items that could put the project at risk. The Team will create and distribute agendas, track attendance, collect meeting minutes, and share them within two business days. We will evaluate whether it is necessary to take a more proactive approach and assist in conducting meetings with specific trades or subconsultants to ensure the whole Team is aware of other project-site activities. This information will be included in the monthly progress reports as required by the City.

1.5) Shop Drawings and Submittal Review

- a. The CM/RE will ensure that all required submissions and federal tracking forms per LAPM are received and evaluated prior to implementation. We will conduct a preliminary review of all submissions for accuracy and contract adherence. The CM/RE will also facilitate the distribution of submissions to the City or City Engineer and Consultant for review, acceptance, and/or approval. Submissions will be logged, tracked, and monitored with targeted response times and dates. Submissions that are not acceptable will be sent back to the contractor for correction. The submission log will show submission status, rejections, and approvals. If submissions are not reviewed or answered in a reasonable time frame, the CM will track and follow up with the right party for approval. The CM will work directly with the Consultant on all shop drawing submissions. The status of submissions and shop drawings will be documented in Procore or City-preferred platform.

1.6) Plans and Specifications Interpretation

- a. Our Team will continually review the plans and specifications for constructability issues and conformance during construction. The Team will ensure in coordination with the City, Consultant, and other project delivery team members/agencies, and stakeholders that all work conforms to the Project construction documents, City Codes and Ordinances, APWA "Greenbook", AWWA Standards, City Public Works

Standards, state and federal requirements as applicable, ADA requirements, OSHA, Construction Safety Orders, and NPDES requirements, and all applicable CA Labor Code and Federal Labor Law requirements, throughout the duration of the Project. We will be an advisor and advocate, and provide professional services with the best interest of the City in mind.

- b. All RFIs will be reviewed and responded to in a timely manner, per the construction contract terms. Any technical RFIs will be submitted to the City or the Consultant for response.

1.7) Progress Payments

- a. The CM/RE and Inspection Team will complete a thorough analysis with field measurements of all quantities constructed or in progress with calculations. The CM/RE will also document any materials on site and analyze the schedule of values to determine work in place and make payment recommendations to the City. Additionally, Interwest will consider the latest schedule, certification of payment to subcontractors, and payroll reports to make recommendations to the City on progress payments to subcontractors. This documentation will be part of the Progress Payment and Change Order back-up and will be saved in Procore or another City preferred platform. If the contractor is not submitting all the necessary back up documentation accurately, the CM will return the payment applications for corrections before submitting the payment recommendation to the City. Any other reports associated with federal funding will be also included.
- b. The CM will check with the City on receipt of 20-day preliminary notices from various material suppliers and subcontractors to assure payment is being made and obtain an affidavit of payment from the Contractor as part of the Payment Application.

1.8) Contractor's Claims and Contract Change Orders (CCO)

- a. Our Team will document and track any potential change orders, obtain justification, validate the need, conduct value engineering, and create internal estimates of quantities, costs, and duration to consult with the City with recommendations and assist the Project Manager with all negotiations. All Owner-initiated CCO's will be reviewed with the City with recommendation/cost/schedule impacts from the CM and subsequently initiated by the City. All potential change orders will be documented and tracked to mitigate any risks associated with contract changes and resolved in a timely manner. All Request of Change Orders will be included in a CCO log and provided to the City regularly. The CM, with assistance from the Inspector, will review and check the approved baseline schedule from the Contractor on a regular basis and make the necessary adjustment to the schedule in coordination with the Inspector's and Contractor's dailies.

1.9) Schedule and Weekly Statement of Working Days (WSWD)

- a. The CM/RE will monitor the approved baseline schedule and project progress throughout the duration of the contract and review and compare the schedule to the 3-4 week look-ahead schedule from the Contractor. Any deviations from the approved baseline will be discussed with the Contractor to determine if the approved baseline schedule needs to be updated and submitted to reflect any changes.
- b. The CM/RE will prepare the WSWD at the end of each work week to capture the progress to date from the Daily Report, schedule items, working days, non-working days (inclement weather days), and CCO days, delay days, time extensions, and updated date of completion, and provide to the City the following Monday.

1.10) Construction Inspection Services

- a. Our highly experienced inspection staff will work with the selected contractor in all phases of quality control, including the preparatory, initial, and follow-up phases to ensure the construction is done according to the plans and specifications. The Interwest Inspector will review the 3-week look ahead to understand what activities will be completed in the near future. The inspector will study the specifications, drawings, LAPM, and any approved submissions for a clear understanding of the

tasks and materials. The Inspector will also review any materials delivered to the site to ensure the approved are installed. Lastly, the Inspector will track the installation of any materials to ensure they meet the manufacturer's recommendations and are in accordance with the LAPM. This approach will ensure that the City meets the project's overall intent and complies with the federal requirements.

- b. The Interwest Inspector will also conduct a cursory review of any daily reports, payment applications, media, and any additional reports to ensure they accurately reflect the on-site conditions and activities.

1.11) Progress Payments

- a. The Inspector will complete a thorough analysis with field measurements of all quantities constructed or in progress with calculations and coordinate the quantities constructed to date with the Contractor for concurrence prior to payment application request. Additionally, the Inspector will gather all material tickets (i.e., AC tonnage, PCC CY) from the hauling trucking company employee and confirm quantities as placed. All material logs and tickets will be filed in accordance with LAPM.

1.12) Contractor's Claims and Change Orders

- a. The Inspector will inform the CM/RE of any Potential Change Orders (PCO) that might arise during construction to discuss and evaluate the merits and if warranted, obtain a price from the Contractor and relay this to the City. If a reasonable price cannot be mutually reached with City concurrence, the work would be performed via Time and Materials and tracked. The Time and Materials PCO would not commence (unless it's an emergency) until the Contractor has relayed its workforce to complete the extra work to the satisfaction of the Inspector with oversight from the CM and City. All PCOs will be documented and tracked to mitigate any risks associated with contract changes and resolved in a timely manner. All Request of Change Orders and PCOs will be included in a PCO/RCO log and provided to the City regularly by the CM.

1.13) Daily Reports

- a. The Inspector will complete a Daily Report for each day of work and for non-working days, which will capture the Contractor's workforce (labor, equipment, material), work performed, issues, progress of bid items, and photo documentation. The Daily Reports will be provided to the CM for QA/QC and concurrence and uploaded into Procore or the City's preferred platform. Additionally, the Inspector will capture all events within a field daily logbook.

1.14) Material Testing and QAP

- a. The CM/RE with Inspector will coordinate all required field material testing and laboratory testing work with the sub-consultant (Ninyo and Moore) in conformance with the City's QAP as provided in Appendix D of the RFP.

1.15) Labor Compliance

- a. The CM/RE in coordination with the Labor Compliance sub-consultant Avant Garde will complete all required federal and state labor compliance requirements and review of CPR. Additionally, the inspector and Labor Compliance Field Officer will conduct monthly field interviews with the Contractor's workforce as well as sub-contractor workforce in accordance with the state and federal labor code and Davis-Bacon requirements.

1.16) Utility Coordination

- a. The Inspector will coordinate with all utility companies affected by the project and ensure that the Contractor is also involved to schedule their work within its schedule. All utility issues or conflicts will be discussed with a recommended resolution with the Contractor and utility company, documented, and provided to the CM/RE and City for further evaluation.

1.17) Safety and Traffic Control

- a. The Inspector will ensure that all safety requirements are followed by the Contractor and will attend the Contractor's weekly safety meeting with updated training discussions. Additionally, the Inspector will monitor and assess the Contractor's traffic control per the approved Traffic Control Plan (CA MUTCD) and discuss potential issues that require immediate attention by the Contractor prior to commencing the work.

1.18) Public Notices

- a. The Inspector will coordinate and work with businesses and residents in the project area daily. All scheduling items, any conflicts, or complaints will be discussed with the public and or other agencies in coordination with the Contractor to ensure the public concerns are properly addressed. The Inspector will discuss the public issues with the CM/RE for further input/resolution and relayed to the City.

1.19) NPDES/BMP Compliance

- a. The Inspector will complete a BMP checklist for each working day and monitor and relay deficiencies to the Contractor for NPDES conformance. Additionally, seven-day weather forecast reports from NOAA will be presented at each weekly meeting to discuss adjustments to the BMPs for inclement weather. The Inspector will also monitor the sweeping efforts by the Contractor as well as other dust control measures to minimize air quality impacts.

1.20) DBE Compliance

- a. The CM/RE with Inspector will monitor and verify that the DBE prime or sub-contractor performs a Commercially Useful Function (CUF) throughout the duration of the Contract.

1.21) As-Built Set

- a. The Inspector will mark up the Construction Set of plans regularly and confer with the contractor on changes to the plans.

1.22) Final Report

- a. The Inspector with CM/RE will complete a Final Report in accordance with the LAPM that summarizes all issues and items during the construction duration and provide said report to the City for future potential federal/state audit.

TASK 2 – PROJECT CLOSEOUT

2.1) Final Punch-List and Final Acceptance

- a. The CM/RE and Inspection team will schedule, coordinate, and conduct a final site walk-through with the City, Consultant, and Contractor to ensure all punch-list items for the entire project are identified and addressed before acceptance. If all punch-list items are considered complete, the CM/RE will provide documentation as required to recommend a Notice of Acceptance to the City Engineer.

2.2) Final Contract Processing – The CM/RE will complete the final Contract acceptance work in coordination with the City as follows:

- a. Stop Notices - The CM/RE will consult with the City regarding the disposition of both Preliminary and Stop Notices. This will include complete follow-through until resolution between the Contractor and suppliers and/or subcontractors is achieved.
- b. The CM/RE will ensure the warranty bond for the warranty period is received by the Contractor that guarantees 100% of the final contract price of the work completed for the one-year period after the Notice of Completion is filed and recorded.

- c. The CM/RE will ensure all material and equipment warranties have been obtained from the Contractor and review said warranties to ensure they comply with the manufacturer's submittal, product, and are in accordance with the Contract Documents.
- d. The CM/RE and Inspector will work with the Contractor to ensure all redline changes to the Contract Plans are complete and accurate and have been incorporated into the field as-built set and will provide the redline as-builts to the Engineer of Record and assist with transferring the delta changes in CADD for final processing and delivery to the City Engineer for approval of the Record Drawings.
- e. The CM/RE will check with the Labor Compliance consultant to ensure all CPRs and required documents are complete and up to date as of the last day of work.
- f. The CM/RE will prepare and submit an acceptance statement to the Contractor to sign and date either accepting the work and final payment with no conditions or with exceptions. All exceptions will be brought to the attention of the City with a recommendation and response.
- g. The CM/RE will prepare a proposed Final Payment Estimate and submit it to the Contractor for acceptance prior to submitting the final pay application for acceptance by the City.
- h. The CM/RE will notify and document any potential claims against the City before issuing a recommendation for acceptance.
- i. The CM/RE will complete a final archive assessment for all files and provide them to the City Engineer electronically on a thumb drive in accordance with the LAPM (Exhibit 17-O, 17-F, and other required forms/files).

TASK 3 – ONE-YEAR WARRANTY INSPECTION

3.1) Warranty Inspection

- a. The CM/RE and Inspection Team will schedule, coordinate, and conduct a warranty site walk-through with the City 2-3 months prior to the one-year warranty period end date to ensure there are no issues with the project, unless issues are discovered prior to this time frame. If there are warranty issues that relate to the Contractor's work, the CM/RE will prepare the notice of defective work with the itemized list for City review and concurrence. This notice will be submitted to the Contractor requesting a time to cure the issues and means/methods to correct the issues. A final warranty site walk with the City will be completed to obtain final warranty period acceptance and if accepted, a recommendation will be provided to the City to release the warranty bond.

APPENDIX B:
RESUMES

B



Team Resumes

Steve Kooyman, PE

PROGRAM MANAGER

Steve is a registered Civil Engineer with more than 25 years of civil engineering experience and has spent a vast amount of his career serving numerous jurisdictions throughout the Southern California region. His background has provided him with the knowledge of city engineering policies and procedures, which is a proven asset when providing technical assistance to engineers, architects, contractors, city personnel, and the public.

PROJECT SPECIFIC EXPERIENCE (LAST 3 YEARS)

Arovista Park Modernization Project, CIP 7978 / City of Brea, CA

- Contact: Michael Ho, PE, Public Works Director, 714.990.7698
- Value: \$26M Construction
- Completion Date: Anticipated September 2024

Steve is the project manager overseeing and managing the design architect/engineering firms to develop the Plans and Specifications to modify the existing 14+ acre park in Brea. Bid Documents were completed in June 2023.

Senior Center and Pioneer Hall Roof, CIP 7965 / City of Brea, CA

- Contact: Michael Ho, PE, Public Works Director, 714.990.7698
- Value: \$360K Construction
- Completion Date: September 2023

Steve is the project manager overseeing the completion of the Plans and Specifications for a 12,400 SF re-roof project. Bid Documents were completed in March 2023.

Traffic Signal Modification, Project CIP 7717 / City of Brea, CA

- Contact: Michael Ho, PE, Public Works Director, 714.990.7698
- Value: \$320K Construction
- Completion Date: September 2023

Steve is the project manager overseeing and managing two design engineering firms to develop the Plans and Specifications to modify the existing signals at three intersections in the City. Bid Documents were completed in April 2023.

- Brea Boulevard Street Improvements, CIP 7299 / City of Brea, CA
- Contact: Michael Ho, PE, Public Works Director, 714.990.7698
- Value: \$700K Construction
- Completion Date: Anticipated October 2023

Steve is the project manager overseeing and managing the design engineering firm to develop the Plans and Specifications for a ¾ miles main arterial street rehabilitation project, which includes milling 2" deep 30,000 sf of pavement, placement of 250,000 SF Type II Slurry, removing and replacement of 12 ADA ramps, and other AC and PCC street improvements along Brea Blvd from Imperial Highway to Fir Street. Bid Documents were completed in April 2023.



YEARS OF EXPERIENCE: 25+
YEARS WITH INTERWEST: 4

EDUCATION:

- BS, Civil Engineering, California State University, Chico

REGISTRATIONS/ CERTIFICATIONS

- CA Registered Civil Engineer, 55757
- NV Registered Civil Engineer, 13015
- QSD/QSP Training

PROFESSIONAL AFFILIATIONS

- National and Orange County ASCE Member

AREAS OF EXPERTISE

- Civil Engineering
- Public Works
- Program Management

CONTACT INFO:

- skooyman@interwestgrp.com
- C: 530.318.1066

South Brea Water and Sewer Replacement Project, CIP 7454, 7466, 7626 / City of Brea, CA

- Contact: Michael Ho, PE, Public Works Director, 714.990.7698
- Value: \$5.4M Construction
- Completion Date: Anticipated April 2023

Steve is the project manager for the replacement of 14,850 LF 8" C-900 water mains and appurtenances, 300 1"-2" copper water services, 32 FH's, 1,794 LF of 6-8" VCP sewer mains, 28 ADA ramps and miscellaneous curb and gutter work, 2,800 SF of AC R&R, 174,00 SF AC grinding, 1,850 TN's ARHM overlay, 384,000 SF Type II slurry, traffic control, and erosion control measures within various streets in the South Brea subdivision area.

SR 57/Lambert Road Interchange Improvements, CIP 7251 / City of Brea, CA

- Contact: Michael Ho, PE, Public Works Director, 714.990.7698
- Value: \$55M Construction
- Completion Date: Anticipated August 2023

Steve was the project manager and construction manager for the City on the Caltrans/City Cooperative Agreement Project to improve the SR57/Lambert Interchange with the construction of new loop on ramp and bridge, extension of existing UC bridge, widening Lambert Road, re-alignment of on and off ramps, and various retaining and sound walls.

Country Hills Subdivision Pavement and Water Improvements, CIP 7322 / City of Brea, CA

- Contact: Michael Ho, PE, Public Works Director, 714.990.7698
- Value: \$5.3M
- Completion Date: October 2022

Steve was the project manager and construction manager for the replacement of 19,300 LF C-900 8" water mains and appurtenances, 500 1"-2" copper water services, 40 FH's, 57 ADA ramps and miscellaneous curb and gutter work, 40,000 SF of AC R&R, 690,000 SF AC grinding, 9,800 TN's HMA overlay, traffic control, and erosion control measures within various streets in the Country Hills subdivision area.

Napoli Tract Pavement and Water Improvements, CIP 7458 / City of Brea, CA

- Contact: Michael Ho, PE, Public Works Director, 714.990.7698
- Value: \$1.3M
- Completion Date: August 2021

Steve was the project manager for the replacement of 15,600 LF 8"-10" C-900 water mains and appurtenances, 265 1" copper water services, 32 FH's, 3 pressure regulating stations, 530 LF of 8" sewer main, 22 ADA ramps and miscellaneous curb and gutter work, 159,480 SF AC grinding, 1,550 TN's ARHM overlay, traffic control, and erosion control measures within various streets in the Napoli Tract subdivision area.

North Hills Subdivision East and West Water and Pavement Improvements, CIP 7459-7460 / City of Brea, CA

- Contact: Michael Ho, PE, Public Works Director, 714.990.7698
- Value: \$5.2M
- Completion Date: August 2021

Steve was the project manager for the replacement of 15,600 LF 8"-10" C-900 water mains and appurtenances, 265 1" copper water services, 32 FH's, 3 pressure regulating stations, 530 LF of 8" sewer main, 22 ADA ramps and miscellaneous curb and gutter work, 159,480 SF AC grinding, 1,550 TN's ARHM overlay, traffic control, and erosion control measures within various streets in the Napoli Tract subdivision area.

Eagle Hills Tract Water and Pavement Improvements, CIP 7467 / City of Brea, CA

- Contact: Michael Ho, PE, Public Works Director, 714.990.7698
- Value: \$3.0M
- Completion Date: December 2020

Steve was the project manager for the replacement of 9,960 LF 8"-10" C-900 water mains and appurtenances, 189 1"-2" copper water services, 20 FH's, 1 pressure regulating station, 34 ADA ramps and miscellaneous curb and gutter work, 400,000 SF AC grinding, 4,800 TN's AC HMA overlay, traffic control, and erosion control measures within various streets in the Eagle Hills Tract subdivision area.

Tyrone J. Chesanek, P.E.

CONSTRUCTION MANAGER

Tyrone is an experienced deputy public works director managing street and utility CIP, facility and parks CIP, facility maintenance, facilities management, stores, fleet services, environmental program, and streetlights. Tyrone assists in planning, directing, supervising, and coordinating departmental operations; assigns work activities, projects and programs; monitors workflow; reviews and evaluated work products, methods and procedures. He prepares and presents staff reports to city council, council committees, boards, commissions, and numerous civic organizations representing the department. He assists with the preparation of operating and capital improvement budgets, including long-term maintenance management and supervised and assisted subordinate supervisors in the operations and maintenance of city infrastructure, and established long-range plans and goals. He participates in recommending the appointment of personnel; provides staff training; works with employees to correct deficiencies, implements discipline procedures, and recommends employee terminations. He coordinates interdepartmental activities with outside agencies and private organizations; provides staff assistance to the public works director; and prepares and presents staff reports.

PROFESSIONAL HISTORY

Project/Construction Manager / Interwest Consulting Group / 2021 - Present

Tyrone has provided project and construction management services to the following cities:

City of Costa Mesa

- Fire Station 3 Renovation - \$250 K
- Fairview Road – Fair to Newport Boulevard Rehabilitation - \$2 M

City of Fountain Valley

- PD Facility Remodel - \$2.5 M
- Universal Playground & Recreation Area Project - \$2 M
- City Hall Finance Office Remodel - \$40 K
- City Hall Entry Security Project - \$50 K
- Fire Station 1 Project - \$10 M
- IT UPS/AC/Generator Project - \$700 K

City of Brea

- South Brea Water Sewer Project - \$5.4 M

City of Oceanside

- Navigation Center - \$5.5 M project
- El Camino Bridge Abutment Repair - \$60 K
- Butler Street Storm drain Relining Project - \$200 K
- Code Enforcement Relocation Project - \$500 K

Deputy Public Works Director / City of Santa Ana / 2019 – 2021

Building Projects:

- South Senior Remodel Project - \$250 K
- Santa Ana Senior Center Remodel Project - \$250 K
- Walnut Pump Station Project - \$5 M
- City Manager Office Remodel Project - \$150 K



YEARS OF EXPERIENCE: 32

YEARS WITH INTERWEST: 2

EDUCATION

- BS, Civil Engineering, University of Texas – El Paso

LICENSE / CERTIFICATION

- CA Registered Civil Engineer - 59426

AREAS OF EXPERTISE

- Facility CIP
- Facility Maintenance (City Hall, City Yard, SARTC, Police Administration, Jail, Stores)
- Facility Management (City Yard, Santa Ana Regional Transportation Center)
- Construction Engineering
- Fleet
- Environmental Program
- Stores
- Streetlights

SPECIALIZED SKILLS & TRAINING

- Microsoft Office
- Primavera Project Planner
- Uniform Building Code
- Standard Specifications for Public Construction
- Title 24, American Disabilities Act
- Caltrans Specification and Plans

CONTACT INFO:

- tchesanek@interwestgrp.com
- C: 949.285.5529

- HR Office Remodel Project - \$100 K
- Council Chamber Remodel Project - \$200 K
- Council Meeting Room Remodel Project - \$50 K
- Ross Annex Chiller Replacement Project - \$700 K
- PD Evidence Freezer and Refrigerator Storage Replacement Project - \$90 K
- Corporate Yard Roof Replacement Project - \$250 K
- Water Department Office Remodel Project - \$50 K
- OC Fire Station 72 Sink Hole Mitigation Project - \$60 K
- OC Fire Station 70 Roof Replacement Project - \$80 K

Construction Engineering and Facility CIP Responsibilities: Supervised, and trained engineers, construction managers, and inspectors for an annual CIP of \$20-\$25 million, which included facility design and construction, street widening and rehabilitation, stormdrain, water, sewer, traffic signal, and streetlight infrastructure design and construction Supervised Senior Civil Engineers and consultants on periodically review project progress Worked collaboratively with several City departments to plan, gather input and exchange ideas during the project Coordinated related interdepartmental projects Conducted special studies, analyses on public works CIP, prepared reports, and recommendations Performed divisional budgets and Capital Improvement Project budgets Determined availability of funding for various projects or services Monitored the progress of ongoing capital improvement projects Supervised and evaluated performance of subordinates and trained and mentored staff Made personnel recommendations for the division Supervised the preparation of plans, specifications, cost estimates, and other contract documents for all capital outlay and maintenance projects within the City Prepared requests for proposals and review bids submitted by outside consultants Used current computer software applications to prepare reports, estimates, agreements, written requests to City Council with recommendations, technical analyses, Requests for Proposals, and other documents Responded to public requests Filled in for the Public Works Director during his absence Supervised and reviewed all construction contracting performed by the City, directed the inspection and survey of all capital contracts. Monitored and periodically prepared reports on all phases of capital construction contracts administered by the division Mitigated issues with the public.

Principal Civil Engineer / City of Santa Ana / 2011 – 2019

Major Projects:

- Bristol Street Widening at Seventeenth Street - \$2.9 M
- Bristol Street Widening at Fifteenth Street - \$2.2 M
- Bristol Street Widening at Warner Avenue - \$2.5 M
- Bristol Street Widening & Stormdrain at First Street - \$3.5 M
- Grand Avenue Street Widening & Stormdrain at Grand Avenue - 4.5 M
- Santa Ana Fire Station 1 New Facility Project - \$3 M
- West End Pump Station Remodel Project - \$2 M
- Memory Lane Bridge Widening Project - \$10 M
- North Flower Bridge Widening Project - \$2 M
- First Street Bridge Widening Project - \$5 M
- Pacific Electric Park Project - \$2 M
- Memory Lane Park Project - \$800 K
- Santa Ana Zoo Necropsy Facility Project - \$500 K
- Santa Ana Zoo Restroom Remodel Project - \$200 K
- Santa Ana Zoo Anteatr Exhibit Project - \$700 K

Construction Engineering and Facility CIP Responsibilities: Supervised, and trained engineers, construction managers, and inspectors for an annual CIP of \$20-\$25 million, which included facility design and construction, street widening and rehabilitation, stormdrain, water, sewer, traffic signal, and streetlight infrastructure design and construction Supervised Senior Civil Engineer and consultants on periodically review project progress Worked collaboratively with several City departments to plan, gather input and exchange ideas during the project Coordinated related interdepartmental projects Conducted special studies and analyses on public works CIP, prepared reports and recommendations Performed divisional budgets and Capital Improvement Project budgets Determined availability of funding for various projects or services Monitored the progress of ongoing capital improvement projects Supervised and evaluated performance of subordinates and trained and mentored staff Made

personnel recommendations for the division Supervised the preparation of plans, specifications, cost estimates, and other contract documents for all capital outlay and maintenance projects within the City Prepared requests for proposals and review bids submitted by outside consultants Used current computer software applications to prepare reports, estimates, agreements, written requests to City Council with recommendations, technical analyses, Requests for Proposals, and other documents Responded to public requests Filled in for the Public Works Director during his absence Supervised and reviewed all construction contracting performed by the City, directed the inspection and survey of all capital contracts. Monitored and periodically prepared reports on all phases of capital construction contracts administered by the division Mitigated issues with the public.

Environmental Program Responsibilities: Supervised and trained NPDES Manager Supervised the management of the City's Urban Stormwater/NPDES Program in accordance with federal, state, and local laws and regulations Supervise the management the City's Illegal Discharges/Illicit Connections Program, Water Quality Management Program (WQMP), Total Maximum Daily Load (TMDL) compliance program, municipal inspection program including but not limited to construction and commercial/ industrial facilities, stormdrain facility inspection/cleaning program, and other related programs Performed an annual Program Effectiveness Assessment (PEA) of the City's stormwater program for submittal to the Santa Ana Regional Water Quality Control Board Participate in the development, implementation, and administration of goals, objectives, policies, procedures, and priorities for stormwater compliance programs Participated in the development and administration of the assigned program budget; forecasts additional funds needed: directs the monitoring of and approval of expenditures: and recommends budget adjustments, as necessary Supervised staff, prioritized and reviewed work, evaluated employee performance, and provided technical guidance and training Assisted in the recruitment and hiring of staff Managed consultant contracts and monitors the work performed, reviewed and approved invoices Prepared requests for qualifications and requests for proposals: reviewed proposals to ensure conformity with state law, local ordinances, and departmental policies Performed research, compiles, and analyzes data, and prepared technical reports relating to water quality compliance projects, permits, and programs Acted as the City representative for the stormwater quality program, prepared a variety of reports/presentations for meetings with regulatory agencies, County, local jurisdictions, and other organizations Attended and participated in professional group meetings and committees Kept apprised of new trends and innovations in the field of stormwater management Maintained storm drain facility asset inventory Oversaw the construction of the Santa Ana Delhi Diversion, which diverts non-stormwater to the sewer and removes trash from the bay

Streetlight Responsibilities: Developed goals, objectives, policies, and priorities for Streetlight Maintenance and Smart City opportunities Over saw the purchase of SCE streetlights Provided training for a safe working environment and building security Monitored and evaluated the efficiency and effectiveness of service delivery methods Planed, directed, coordinated and monitored the work of staff and outside contractors in the purchase, maintenance and repair of Streetlights Developed Capital Improvement Projects (CIP) to establish appropriate replacement cycles and costs. Ensured financial sustainability and balanced budgets Researched and identified federal, state and local grants to leverage local dollars Managed maintenance agreements. Provided for the oversight and management of streetlight maintenance contracts. Analyzed energy usage of City Streetlights and devised and implemented energy conservation measures Ensured safe and legal work practices Prepared Requests for City Council Actions and other documents and reports made presentations as needed Developed, administered, and monitored budgets.

APPENDIX C:
FINANCIALS

C



APPENDIX D:
REQUIRED CITY FORMS

D



Names & Titles of Corporate Board Members

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

Names	Title	Phone
<u>Christopher Giordano (signing authority)</u>	<u>Chief Executive Officer</u>	<u>714.899.9039</u>
<u>Paul Meschino (signing authority)</u>	<u>President</u>	<u>619.372.9962</u>
<u>Elizabeth Burke</u>	<u>Vice President/Secretary</u>	<u>714.899.9039</u>
<u>Daniel Haynes</u>	<u>Vice President/Treasurer</u>	<u>714.899.9039</u>
<u>Loren Schlachet</u>	<u>Vice President</u>	<u>714.899.9039</u>
<u>Gary Amato (signing authority)</u>	<u>Chief Administrative Officer</u>	<u>714.899.9039</u>

Federal Tax Identification Number: 73-1630909City of Costa Mesa Business License Number: Interwest will obtain a Costa Mesa business license upon contract award.


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

City of Costa Mesa Business License Expiration Date: N/A

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 24-09 ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR VARIOUS PARK PROJECTS** at any time after February 5, 2024.



Signature

Date: 02/26/2024

Paul Meschino, President
Print

OR

I certify that Proposer or Proposer's representatives have communicated after February 5, 2024 with a City Councilmember concerning informal **RFP No. 24-09 ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR VARIOUS PARK PROJECTS**. A copy of all such communications is attached to this form for public distribution.

N/A
Signature

Date: N/A

N/A
Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

None

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Costa Mesa
Raja Sethuraman, Public Services Director

Contact Name:

Contract Amount: N/A
Email: RAJA.SETHURAMAN@COSTAMESACA.GOV
Address: 77 Fair Dr, Costa Mesa, CA 92626
Brief Contract Description:

This was a project funded by multiple sources including OCTA and Drainage Improvement funds, which required continuous documentation and adherence with OCTA procedures. This project consisted of reducing the potential for major storm damage within the areas west of Newport Boulevard and Arlington Drive behind the Orange County Fairgrounds.

Company Name: City of Santa Ana

Telephone Number: 714.647.5632

Contact Name: Kenny Nguyen, Senior Civil Engineer

Contract Amount: N/A

Email: KNGUYEN@SANTA-ANA.ORG
Address: 20 Civic Center Plaza, Santa Ana, CA 92702

Brief Contract Description:

Interwest is providing construction management and inspection services for this project, which aims to widen a 1-mile segment of Warner Avenue, a regionally significant arterial roadway in the City of Santa Ana. Phase 1 involves an area of 0.3 miles along Warner Avenue between Main Street and Oak Street, widening the roadway from four to six lanes, with three lanes in each direction.

Company Name: South Pasadena

Telephone Number: 626.403.7240

Contact Name: Khristine Courdy, Deputy Public Works Director

Contract Amount: \$1.1M

Email: KCOURDY@SOUTHPASADENACA.GOV

Address: 1414 Mission Street, South Pasadena, CA 91030

Brief Contract Description:

Interwest provided construction management and inspection services on this project which included repair of damaged asphalt pavement by grinding and overlay with conventional asphalt, installation of Petromat, reconnection of curb drains, localized repairs of damaged curb/gutter, sidewalk, and driveways, replacement of ADA access ramps, adjustment of manholes and utility covers, replacement of water services, valves, meter boxes, and fire hydrants, resetting of survey monuments.

Company Name: City of Brea

Telephone Number: 714.990.7657

Contact Name: Michael Ho, PE

Contract Amount: \$79M

Email: MICHAELH@CI.BREA.CA.US

Address: 1 Civic Center Circle, Brea, CA 92821

Brief Contract Description:

The Project entails the construction of the SR 57 & Lambert Road Interchange which includes the re-alignment of the Northbound off-ramp, new Northbound on-ramp loop with bridge, widening of Lambert Road west (new right turn lane), widening of Northbound on-ramp, widening and extension of Southbound off-ramp, widening of Lambert Road east (new right turn lane) for Southbound on-ramp, widening and extension of Southbound on-ramp and bridge widening at Railroad Crossing, SR 57/ Lambert Bridge widening, Retaining walls, sound walls, and other various signal and street median improvements.

Company Name: Rancho Palos Verdes

Telephone Number: 310.544.5282

Contact Name: Charles Eder

Contract Amount: \$2.2M

Email: CHARLESE@RPVCA.GOV

Address: 30940 Hawthorne Blvd, Rancho Palos Verdes, CA 90275

Brief Contract Description:

Interwest provided construction management and inspection services on the Area 8 Residential Street Rehabilitation Project, Phase I. This resurfacing project had a duration of 45 working days, with 10 additional days for pre/post-construction tasks, for a combined total of 55 working days. The engineer's estimate for the entire project was \$2.2 million. Interwest's inspector was required for 10 hours per day and our project manager/construction manager was required for 2 hours per day. Tasks included furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to remove and replace sidewalk, ramps, driveway aprons, curb & gutter, crack routing and sealing, and AC repairs at various locations throughout the City. All work was performed in strict conformance with the contract documents, permits from regulatory agencies with jurisdiction, and applicable regulations.

EXHIBIT C
CONSULTANT'S COST PROPOSAL



INTERWEST

A SAFEBUILT COMPANY



CITY OF COSTA MESA

On-Call Engineering Staff Support & Program
Management Services for Various Park Projects
RFP No. 24-09



February 26, 2024

MAIN PROPOSAL CONTACT:
Shelby Sieracki
Account Manager
626.224.2055
ssieracki@interwestgrp.com

COST PROPOSAL

Billing Rates

Effective July 17, 2023

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Classification	Hourly Billing Rate
Engineering	
Principal in Charge	\$245
Principal Engineer	220
City Surveyor	215
City Engineer	215
Project Manager	200
Traffic Engineer	195
Transportation Engineer	200
Supervising Engineer	195
Senior Engineer	190
Licensed Land Surveyor	185
Engineering Associate III	155
Engineering Associate II	145
Engineering Associate I	135
Survey Technician	125
Senior Engineering Technician	125
Engineering Technician III	125
Engineering Technician II	110
Engineering Technician I	100
Student Trainee	50
Grading Plans Examiner	160
Building Safety Services	
Certified Building Official	160
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	155
Supervising Structural Engineer	185
Senior Structural Engineer	175
Senior Plans Examiner	140
CASp	125
Inspector III	110
Inspector II	100
Inspector I	90
Permit Technician	80
Fire Protection Engineer	155
Senior Fire Plans Examiner	130
Fire Plans Examiner / Fire Inspector	120
ICC Building Plans Examiner	120

Senior Code Enforcement Officer	135
Code Enforcement Officer	125
Trainee	75

Construction Management

Construction Manager	175
Assistant Construction Manager	155
Supervising Public Works Observer	170
Senior Public Works Observer	165
Public Works Observer III.....	155
Public Works Observer II.....	140
Public Works Observer I.....	125

Real Estate

Supervising Corporate Broker	250
Senior Project Manager	195
Project Manager	175
Senior Acquisition / Relocation Agent	135
Acquisition / Relocation Agent	120
ROW Technician.....	110
ROW Coordinator.....	95
Administrative Support.....	80

Landscape Design Review Services

Project Manager	175
Senior Landscape Design Reviewer	160
Landscape Design Reviewer.....	145
Landscape Maintenance Inspector	125
Landscape Field Supervisor.....	125

Planning Services

Community Development Director	215
Planning Manager	190
Principal Planner.....	175
Senior Planner.....	160
Associate Planner.....	130
Assistant Planner.....	105
Planning Technician	85

Administrative

Grant Manager.....	160
Grant Writer.....	150
Management Analyst II.....	120
Management Analyst I.....	110
Senior Administrative	100
Administrative III.....	95
Administrative II.....	90
Administrative I.....	75

EXHIBIT D
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
LADAYU CONSULTING GROUP**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 21st day of May, 2024 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and LADAYU CONSULTING GROUP, a sole proprietorship (“Consultant”).

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide on-call engineering staff support and program management services for various parks project, 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 rate set forth in Consultant's Cost and Proposal set forth in Exhibit "C," attached hereto and made a part of this Agreement.

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 five years, ending on May 6, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers'

compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance

showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Ladayu Consulting Group
316 Tejon Place
Palos Verdes Estates, CA 90274
Tel: (310) 968-7263
Attn: Daniel Garcia

IF TO CITY:

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

Courtesy copy to:

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

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

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful

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

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

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby

agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

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

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design

drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

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

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

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

6.27. Severability. If any provision of this Agreement is determined by a court of

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

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

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

6.30. Executive Order N-6-22 Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the "EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive Order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State Grant funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

[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

Daniel Garcia, PE, REA, CPP

Date: _____

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Seung Yang
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

**ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR
VARIOUS PARK PROJECTS**

RFP NO. 24-09



PUBLIC WORKS

CITY OF COSTA MESA

Released on

February 5, 2024

**REQUEST FOR PROPOSAL
FOR
ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR
VARIOUS PARK PROJECTS**

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants to provide on-call engineering staff support & program management services for various park projects. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 years with 2 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$180.3 million and a total budget of \$234 million for fiscal year 2023-2024.

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).** The City's Purchasing

Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this 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	February 5, 2024
Deadline for Written Questions	February 9, 2024 at 11:00 a.m.
Responses to Questions Posted	February 12, 2024
Proposals are Due	February 26, 2024 at 2:00 p.m.
Approval of Contract	TBD

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

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

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

II. GENERAL INSTRUCTIONS AND PROVISIONS

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

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Identifies the project's potential issues and response to them.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide design services.
 2. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 3. Overall organization of the team is relevant to City of Costa Mesa needs.
 4. Team is managed by an individual with appropriate experience in similar project. This person's time is appropriately committed to this project.
 5. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
 6. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of

incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

7. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
 8. Provide a list of current and previous contracts similar to the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
 9. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities.
 - **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience. Describe for each such person, the relevant role and functions for each project.
 - **Cost Proposal:** Provide a structured cost proposal in a separate cost file. The cost file shall include hourly rates, inclusive of all anticipated applicable fees for the types of projects described in this RFP and classifications or services that will be provided by the proposer. Proposals shall be valid for a minimum of 180 days following submission.
 - **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
 - **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these**

must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the not-to-exceed total fee for the project.
 - ✓ The cost shall depict individual project tasks, work hours, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration.
- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on February 26, 2024**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **February 9, 2024 at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

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

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

1. **Project Approach and Methodology ----- 30%**
2. **Qualifications & Experience of the Firm ----- 40%**
3. **Key Personnel ----20%**
4. **Cost Proposal ---- 10%**

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

A. Responsiveness Screening: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. Initial Proposal Review: The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, Discussions: Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **the week of March 11th** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. The dates are subject to change. The individual(s) from 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 C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

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

- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any

governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

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

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

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

- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

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

APPENDIX A

SCOPE OF SERVICES FOR

ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR VARIOUS PARK PROJECTS

Introduction:

The objective of this RFP is for the City to identify and select a consultant firm (with a proven track record by both the firm and the individuals to be assigned to the project) to provide comprehensive project and program management services. The selected firm and identified staff shall demonstrate strong knowledge and background in administering municipal public works projects; be capable of providing leadership to the entire design and construction team; be able to work in close partnership with City staff; and be able to oversee/manage/control schedules and costs during all phases of the project construction. Strong organization, documentation and communication skills are also a must to be considered for selection.

Through its state elected representatives, the City was earmarked over \$10 million worth of state funds to administer various Public Works improvements, largely for public parks projects. The City has an approved Capital Improvement Program (CIP) budget that calls for improvements at TeWinkle Park lakes, Shalimar Park, Ketchum-Libolt Park, Fairview Park bluffs and wetlands, etc. Brief descriptions of these projects are attached. The City is seeking a qualified consultant firm or firms who are competent and experienced in all facets of project and construction administration.

The objective of this RFP is for the City to identify and select a consultant firm (with a proven track record by both the firm and the individuals to be assigned to the project) to provide comprehensive project and program management services. The selected firm and identified staff shall demonstrate strong knowledge and background in administering municipal public works projects; be capable of providing leadership to the entire design and construction team; be able to work in close partnership with City staff; and be able to oversee/manage/control schedules and costs during all phases of the project construction. Strong organization, documentation and communication skills are also a must to be considered for selection.

This scope of services is to provide the typical project administration and program management for park improvement projects. The primary focus is for the City to select consultant(s) who can assist with professional engineering and management services for the execution of capital improvement projects. Proposers are encouraged to focus on their areas of strength and are not required to team with a large number of sub-consultants to cover all potential types of projects. The City may elect to choose one or more consultants to provide the services for a not-to-exceed fee based on tasks agreed to by the City and Consultant(s).

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

- Provide staff and services on an on-call, as-needed basis.
- Provide civil design and/or construction management services specifically for park projects.

- Provide in-house personnel or sub-consultants for architectural, civil, land surveying, structural, mechanical, electrical, landscaping architecture, etc.
- Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates and other professional services.
- Conduct "as-need" RFPs to select other consultants that are outside the expertise or time constraints of City staff.
- Review and develop standard plans and specifications.
- Respond to plan check comments.
- Perform construction management and administration.
- During construction, make on-site visits; review material submittals, shop drawings and test results; respond to RFPs; draft change orders; and review pay estimates.
- Effectively manage several projects at the same time (i.e., program management) and that key milestones and deadlines are met.

Typical tasks and assignments may include, but are not limited to the following:

Preliminary Engineering:

- Prepare or review alternative preliminary layouts, surveying, geotechnical services, and estimates of probable cost for alternatives.
- Prepare or review engineering details and calculations.
- Present alternatives and provide recommendations and analyses of the advantages of each alternative.
- Prepare or review feasibility studies including alternatives to meet a desired goal with arguments for and against each alternative and cost estimate for each one.
- Assist with grant applications.
- Surveying and other field reconnaissance.

Permits:

- Assist the City in obtaining approvals from applicable agencies, including Caltrans, Costa Mesa Sanitary District, Mesa Water District, Irvine Ranch Water District, all County of Orange agencies (e.g., OC Public Works), all Federal agencies (e.g., Fish and Wildlife), California Regional Water Quality Control Board, etc., and other permits as may be required.
- Work with utilities such as Southern California Edison, Gas Company, AT&T, Verizon, etc. on permitting issues.

Design:

- Prepare or review engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents. Formats for these documents will be discussed at the time of the task assignment.
- Bidding services including responding to bidders questions, attending any pre-bid job walk, assistance in preparing addenda, attending the pre-construction meeting.
- Prepare as-built drawings.

Construction Services:

- Manage construction schedule, visit construction site for progress and quality of work evaluation.

- Assist City staff, engineer, contractor, and construction manager/contract administrator with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders.

Construction Management/Inspection:

- Act as Resident Engineer / Construction Manager
- Perform inspection services
- Conduct materials testing
- Execute contract administration

Development Engineering:

- Review and evaluate development proposals
- Write conditions of approval

Program Management:

- Coordinate staff, other agencies, consultants, contractors, etc., to effectively coordinate one or more ongoing projects happening concurrently.
- Perform effective use of time management and resource allocation for various projects.
- Guide several projects to their ultimate completion and success.

Other Services. If you believe there are other services that are directly related to project management administrative support services and that are not specifically listed above please indicate these services in your proposal.

Each consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

ATTACHMENT 1
PARK PROJECT DESCRIPTIONS

CAPITAL IMPROVEMENT PROGRAM

Fairview Park - Mesa Restoration & Cultural Resource Preservation CA-ORA-58

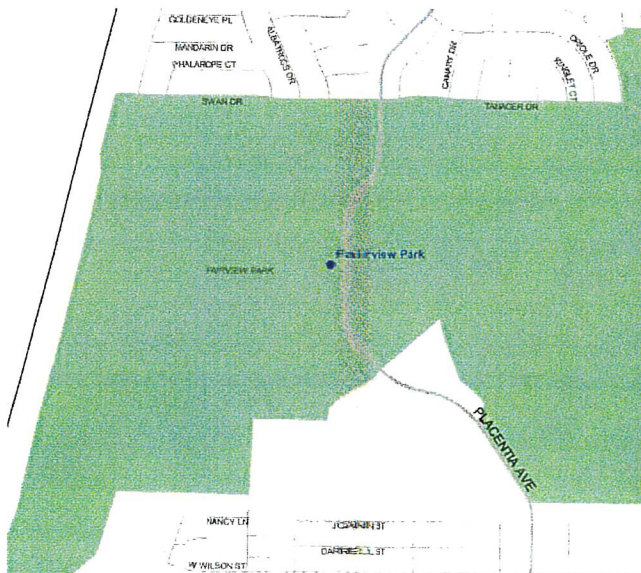
Type Parks
Department: Public Works
Category: 3 - Grant Funding

Item No. 16
CIP Project No. 202408
District No. 5

Project Status: New Project

Project Description: Mesa restoration and Cultural Resource Preservation including removal of fill deposited over site.

Project Justification: The cultural resources within Fairview Park include CA-ORA-58, an archeological site listed in the National Register of Historic Places. One of the recommended preservation measures in the Fairview Park Master Plan is the removal of unsuitable fill material deposited over the site. This project would be conducted in such a way that the activities preserve and protect the vernal pools. Additionally, this project would entail restoring the native habitat on the Fairview Park Mesa.



Fairview Park - West Bluff Stabilization and Restoration

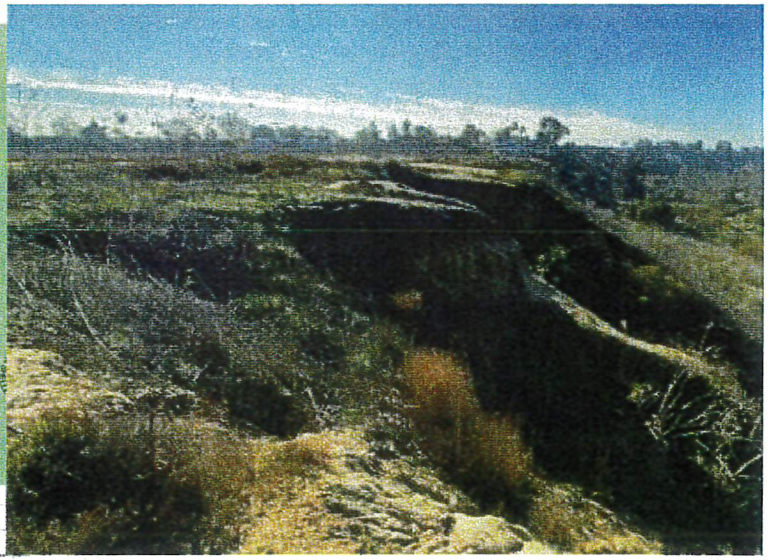
Type Parks
 Department: Public Works
 Category: 3 - Grant Funding

Item No. 18
 CIP Project No. 202409
 District No. 5

Project Status: New Project

Project Description: Stabilize and restore the Fairview Park West Bluff.

Project Justification: The westerly slopes of Fairview Park have been evaluated to address erosion and stability concerns. Studies conducted by consultants in 2002 and 2003 concluded that the slope is stable but the surface of the slope which erodes easily requires attention. Recommendations to stabilize and repair the slope range from minor repairs to re-engineering the slope per current grading standards.



Shalimar Park Improvements

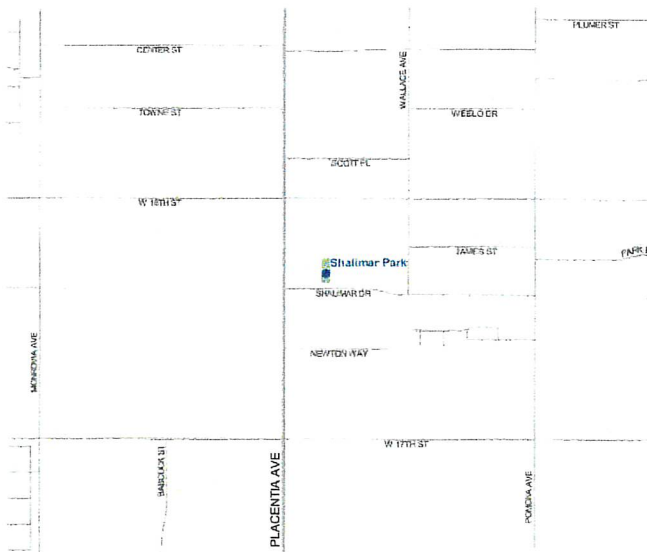
Type Parks
 Department: Public Works
 Category: 3 - Grant Funding

Item No. 20
 CIP Project No. 700145
 District No. 4

Project Status: Existing Project

Project Description: Expand Shalimar Park to create additional park space at Westside Costa Mesa.

Project Justification: Westside Costa Mesa needs additional park space, as identified in the General Plan and previous versions of the Open Space Master Plan. In addition, recent strategic planning sessions have included requests for additional park space on the westside of the City. This project would expand Shalimar Park through adjacent property acquisitions or expansion into City right-of-way to allow for additional park amenities.



Ketchum-Libolt Park Expansion

Type: Parks
Department: Parks and Comm. Svcs
Category: 3 - Grant Funding

Item No.: 25
CIP Project No.: 700139
District No.: 4

Project Status: Existing Project

Project Description: This project proposes to expand Ketchum-Libolt Park to the south into an underutilized parkway adjacent to Victoria Street.

Project Justification: Expanding and renovating Ketchum-Libolt Park will provide additional park amenities and opportunities for community recreation.



TeWinkle Park Lake Repairs

Item No. 24
CIP Project No. 700137
District No. 3

Type Parks

Department: Public Works

Category: 3 - Grant Funding

Project Status: Existing Project

Project Description: TeWinkle Park Lake Repairs

Project Justification: This project is for the construction phase to completely renovate the existing lakes at TeWinkle Park, replace the lake liner, modify, stabilize and improve the shoreline and add plant material. This project will also upgrade amenities and maintenance systems that will improve the aesthetics of the park and the health and safety of the wildlife and public.



APPENDIX B

**SAMPLE
PROFESSIONAL SERVICE AGREEMENT**

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

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, 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. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”), attached hereto as Exhibit “A,” and Consultant’s Response to City’s RFP (the “Response”) attached hereto as Exhibit “B,” both incorporated herein by this reference.

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 and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with 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, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____.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 or the Project Manager for this Project, 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 for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. 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, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which 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, facsimile 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; b) at the time of transmission if such communication is sent by facsimile; and c) 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:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

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

Provide courtesy copy to:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Department

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 "F" and incorporated herein by reference. 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 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 sub-consultants 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 sub-consultants 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. 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.

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

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

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

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

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction

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

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

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

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.

CITY OF COSTA MESA,
A municipal corporation

[City Manager]

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Department Director

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

Date: _____

**APPENDIX C
FORMS**

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



**VENDOR APPLICATION FORM
FOR
RFP No. 24-09 ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT
SERVICES FOR VARIOUS PARK PROJECTS**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

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

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 24-09 ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR VARIOUS PARK PROJECTS** at any time after February 5, 2024.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after February 5, 2024 with a City Councilmember concerning informal **RFP No. 24-09 ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR VARIOUS PARK PROJECTS**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No _____

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

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:

EXHIBIT B
CONSULTANT'S PROPOSAL



February 26, 2024

REQUEST FOR PROPOSALS

**On-Call Engineering Staff Support & Program Management Services
for Various Park Projects (RFP No. 24-09)**



Prepared for:



City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
www.costamesaca.gov
(714) 754-5000

By:



Ladayu Consulting Group
316 Tejon Place
Palos Verdes Estates, CA 90274
www.ladayucg.com
(310) 968-7263

February 26, 2024



Seung Yang, PE, City Engineer

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

RE: RFP No. 24-09 – On-Call Staff Support & Project Management Services for Various Park Projects

Dear Seung,

Ladaya Consulting Group (LCG) is pleased to present our Proposal to provide the City of Costa Mesa for On-Call Staff Support & Project Management Services for Various Park Projects. LCG is a Municipal Services staff augmentation company specializing in Municipal Engineering, such as Park Management, Landscape Architecture, Public Works Construction Management and Inspection. LCG will also sub-consult with JMDiaz, Inc. (Design services), Ninyo & Moore (Geotechnical services) and others as-needed that LCG has had a long and productive working relationship with.

We are proud of our reputation for providing thoughtful solutions that build thriving communities throughout California. Experienced in a wide range of municipal engineering services, our team of caring professionals serves our municipal clients through a tailored approach based upon client values and needs. We define ourselves by the strength of our relationships with the people that we work with and the people that we work for. Earning client trust and appreciation by exceeding expectations is our ultimate measure of success.

LCG has specialized in providing Engineering Staff Support and Project Management Services to California cities since our founding. The leadership and management team at LCG are individuals with the passion to provide professional civil engineering services to cities. We only serve public agency clients, typically in a staff augmentation and project management role. We believe that our exclusive commitment to public agency clients is important since it allows us to avoid any real or perceived issues regarding conflicts of interests.

I will act as Principal-In-Charge for this engagement. As President of LCG, I am authorized to bind the firm to all commitments made in our proposal. I have authorized Daniel Garcia, Vice President, to be the Contract Manager and QA/QC for the City of Costa Mesa. Daniel's contact information follows:

Daniel Garcia, PE, REA, CPP

(authorized to submit proposal and negotiate on LCG's behalf)

Ladaya Consulting Group

316 Tejon Place

Palos Verdes Estates, CA 90274 (only company address)

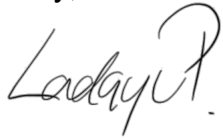
dgarcia@ladayucg.com | C: 310.968.7263



i

LCG appreciates the opportunity to present our qualifications, experience and desire to provide On-Call Staff Support and Project Management Services for Various Park Projects, for your review and consideration. This proposal will be valid for 180 days from submittal. LCG ACKNOWLEDGES RECEIPT OF ANY ADDENDUMS, IF ISSUED, FOR THIS RFP.

Sincerely,



Ladayu Phaphan
Founder and President

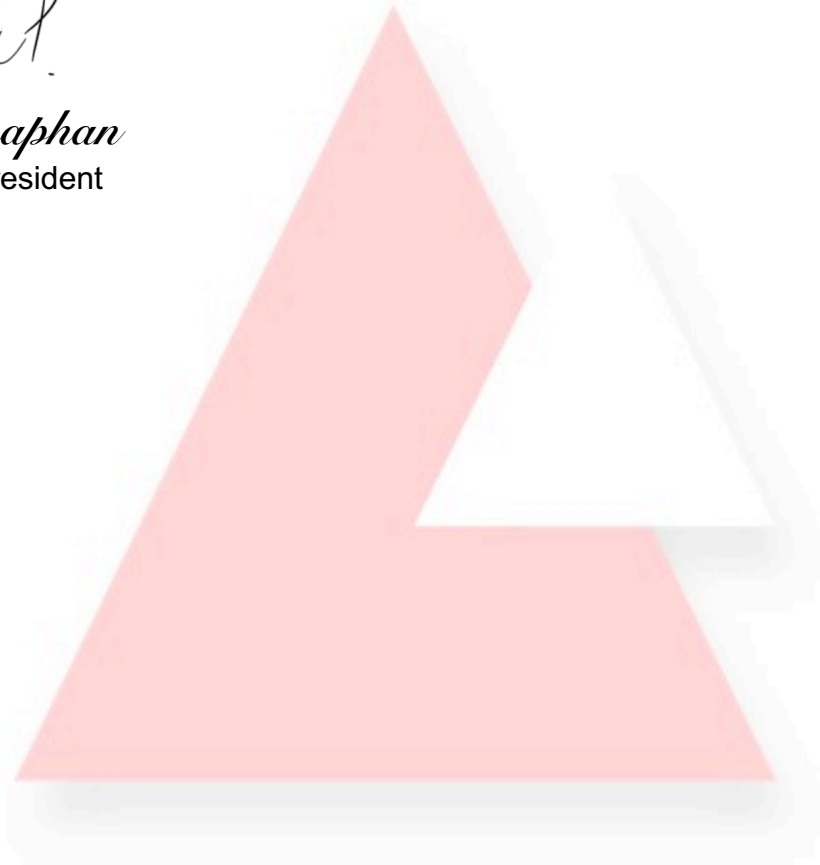




Table of Contents

Cover Letter	i-ii
Background and Project Summary Section	1
Project Approach and Methodology	2-6
Qualifications & Experience of the Firm	7-10
Financial Capacity	10
Key Personnel	10-12
Disclosure	12
Appendix C: Forms	
Vendor Application Form	
Ex Parte Communication Form	
Disqualification Questionnaire	
Disclosure of Government Positions	
Company Profile & References	
Bidder/Applicant/Contractor Campaign Contribution Disclosure Form	



Background and Project Summary Section

Ladayu Consulting Group (LCG) is uniquely qualified to provide the City of Costa Mesa with exceptional professional engineering staff support and program management services, as evidenced by our proven track record of successfully providing similar services to municipalities throughout Southern California.



We have researched and reviewed the City's Capital Improvement Program including Park Project Descriptions for Fair Park – Mesa Restoration & Cultural Resource Preservation CA-ORA-58, Fairview Park – West Bluff Stabilization and Restoration, Shalimar Park Improvements, Ketchum-Libolt Park Expansion, and TeWinkle Park Lake Repairs and are enthusiastic about the possibility of assisting the City of Costa Mesa in completing the impressive list of CIP projects, especially for park improvement projects.

LCG understands the City of Costa Mesa expects experienced and qualified individuals to perform professional engineering and management services for On-Call Engineering Staff Support & Program Management Services for Various Park Projects. For this proposal to the City of Costa Mesa based on Scope of Work, LCG has included an experienced Park Program Manager, Construction Manager/Resident Engineer, Inspector, Development Review Engineer, Project Managers, Landscape Architect, Associate Engineer, and Grant Administrator, who have been directly involved in managing park management projects. LCG's proposed key personnel and sub-consultants are experienced; have strong knowledge and background in administering municipal public works projects; be capable of providing leadership to the entire design and construction team; be able to work in close partnership with City staff; and be able to oversee/manage/control schedules and costs during all phases of the project construction. We are confident that we have assembled a project team that will exceed the City's expectations as we deliver the requested services.

SUB-CONSULTANT TEAMING INFORMATION

To provide the complete spectrum of services listed in the RFP's Scope of Services, we have teamed with the following sub-consultants to provide targeted services:

- **JMDiaz, Inc.** Design Services
- **Ninyo & Moore** Geotechnical Services
- **BPR Consulting Group** Structural, Mechanical, Electrical Services
- **Coast Survey** Land Surveying Services



Project Approach and Methodology

LCG's approach and methodology to implementing the City of Costa Mesa's On-Call Engineering Staff Support & Program Management Services for Various Park Projects is to provide the City with the best qualified Park Program Manager, Construction Manager, Inspector, Development Review Engineer, Project Managers, Landscape Architect, Associate Engineer, and Grant Administrator in order to efficiently manage the individual park improvement projects/tasks with respect to costs/budget. LCG will assign an experienced City Engineer and former Costa Mesa Park Program Manager Daniel R. Garcia, PE, REA, CPP to serve as Park Program Manager on this project. Daniel will also serve as Contract Manager and QA/QC in charge of implementing this contract and the QC/QC protocol. He will be the central point of communication report directly to the City of Costa Mesa's Project Manager assumed to be Seung Yang, PE, City Engineer. Daniel will manage the sub-consultants, JMDiaz, Inc. (Design Services), BPR Consulting Group (Structural, Mechanical, Electrical Services), Ninyo & Moore (Geotechnical Services), and Coast Survey (Land Surveying Services).

Ludwig I. Smeets, PE will serve as Development Review Engineer and Construction Manager/Resident Engineer for the City. He will provide development engineering service and construction management service as requested in this RPP's scope of services. Ludwig has over 38 years of municipal and construction experience. He is also an expert in Private Development and can provide advice and recommendations that would benefit the City of Costa Mesa.

As Construction Manager/Resident Engineer, Ludwig will be assisted by Angel Quintero, Inspector, who has had over 28 years of public works management in utilities, construction inspection, water management, etc.

Ann D. Herner will serve as Grant Administrator providing Grants Administration services as required by this contract. She has over 30 years of experience in the State of California working for various jurisdictions.

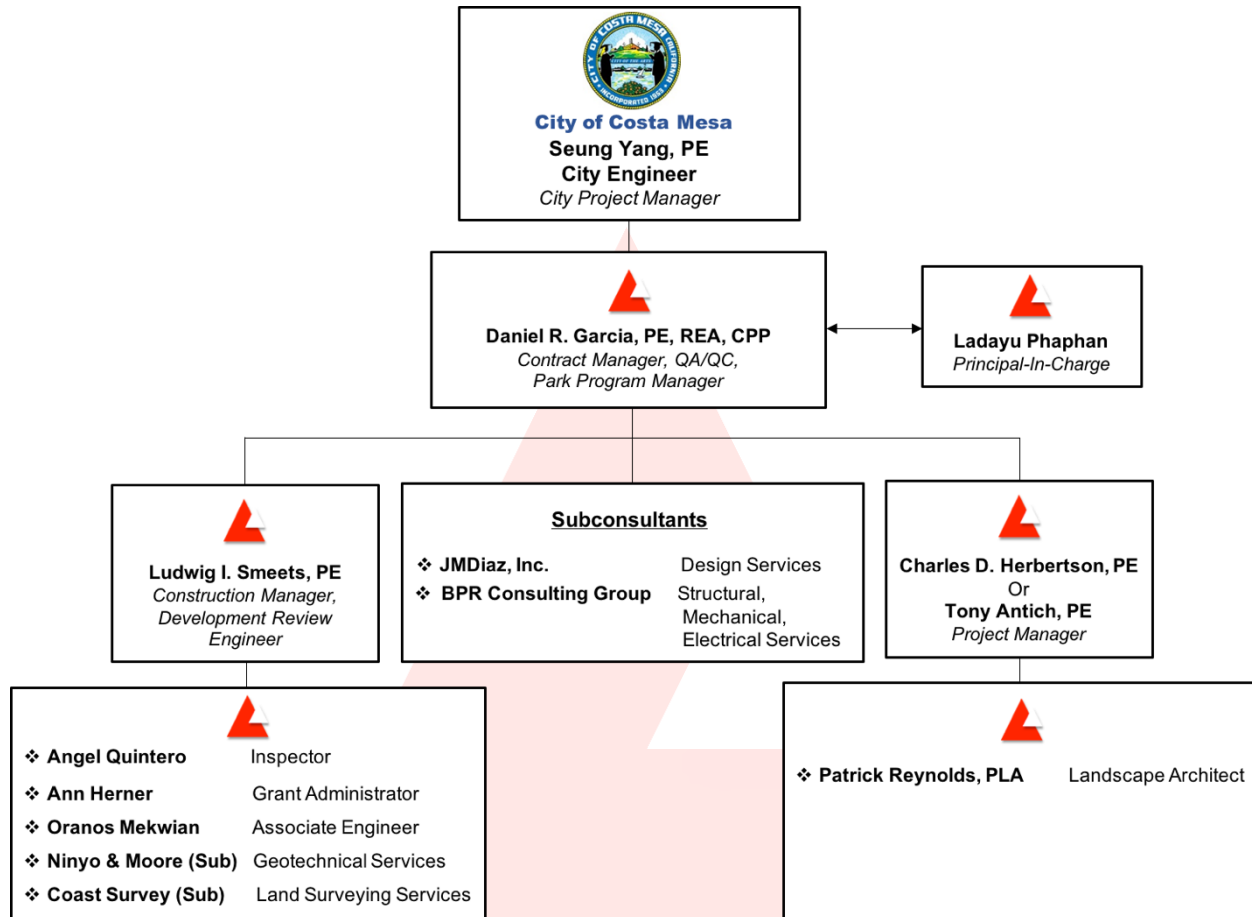
Charles D. Herbertson, PE, PLS and Tony Antich, PE will serve as Project Managers and will manage various park projects in either design or construction, assist the City in scope and obtaining approvals from applicable agencies and other permits as may be required, develop and provide advice and recommendations of the park projects. They will also manage the design projects being designed by JMDiaz, Inc. (Design Services Sub-consultant) and provide additional public works engineer services and miscellaneous engineering services, if the City requires.

Patrick J. Reynolds, PLA will serve as Landscape Architect providing Landscape Architect services as required by this contract. He will coordinate with City staff, consultants and LCG's Project Managers for various park projects and other City projects.

Oranos Mekwian, Associate Engineer, will assist Daniel Garcia, Park Program Manager and Ludwig Smeets, Construction Manager/Resident Engineer, in the various park projects management and provide project administration/construction support services.



All communication on this contract will follow the following Project Work Plan Chart:



Costa Mesa Project Work Plan Chart

Roles and Responsibilities Per Tasks and Scope of Services

Daniel R. Garcia, PE, REA, CPP | Contract Manager and QA/QC

- Execute Contract Administration and provide additional resources when requested or resolve any issues with the contract implementation.
- Provide QA/QC relative to the deliverables.

Daniel R. Garcia, PE, REA, CPP | Park Program Manager

- Provide Staff and Services as requested by the City Project Manager
- Conduct "as-need" RFPs to select other consultants that are outside the expertise or time constraints of City staff.
- Perform effective use of time management and resource allocation for various projects - Guide several projects to their ultimate completion and success.
- Assist City staff, engineer, contractor, and construction manager/contract administrator with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders.



- Perform other duties as directed by the Director of Public Works/Facilities
- Effectively manage several projects at the same time (i.e., program management) and that key milestones and deadlines are met.
- Coordinate staff, other agencies, consultants, contractors, etc., to effectively coordinate one or more ongoing projects happening concurrently.
- Perform effective use of time management and resource allocation for various projects.
- Guide several projects to their ultimate completion and success.

Ludwig I. Smeets, PE | Construction Manager/ Resident Engineer

- Review and develop standard plans and specifications.
- Respond to plan check comments.
- Perform Construction Management and Administration specifically for park projects to the City.
- During construction, Ludwig will make on-site visits; review material submittals, shop drawings and test results; respond to RFPs; draft change orders; and review pay estimates.

Preliminary Engineering:

- Review alternative preliminary layouts, surveying, geotechnical services, and estimates of probable cost for alternatives.
- Prepare or review engineering details and calculations.
- Coordinate with JMDiaz, Inc. (Design Services Sub-consultant) present alternatives and provide recommendations and analyses of the advantages of each alternative to the City.
- Review feasibility studies including alternatives to meet a desired goal with arguments for and against each alternative and cost estimate for each one.

Design:

- Review engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents.
- Provide bidding services including responding to bidders questions, attending any pre-bid job walk, assistance in preparing addenda, attending the pre-construction meeting.

Construction Services:

- Manage construction schedule, visit construction site for progress and quality of work evaluation.
- Conduct a pre-construction meeting and biweekly construction meetings or as deemed necessary by the construction manager with the contractor, City and other involved parties.
- Assist City staff, engineer, contractor, and contract administrator with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders.



- Act as Resident Engineer/Construction Manager
- Coordinate with City staff, multiple contractors when applicable, agencies, and Project stakeholders.
- Prepare weekly Statements of Working Days and other reports that may be required by the City.
- Review RFIs with the Engineer of Record and provide report.
- Coordinate design changes with the Engineer of Record.

Ludwig I. Smeets, PE | Development Review Engineer

- Review and evaluate development proposals.
- Write Conditions of Approval.

Angel Quintero | Inspector

- Perform inspection services, ensure project construction is in accordance with approved PS&E, City Standards and Greenbook, inspect materials and equipment upon delivery for compliance with construction contract documentation, provide daily reports with progressive photos of the project, and conduct labor compliance and certified payrolls reviews and approvals with every monthly payment or Pay Application request.

Charles D. Herbertson, PE and Tony Antich, PE | Project Managers

- Coordinate staff, other agencies, consultants, contractors, etc. to effectively coordinate one or more ongoing projects happening concurrently.
- Assist the City in obtaining approvals from applicable agencies, including Caltrans, Costa Mesa Sanitary District, Mesa Water District, Irvine Ranch Water District, all County of Orange agencies (e.g., OC Public Works), all Federal agencies (e.g., Fish and Wildlife), California Regional Water Quality Control Board, etc., and other permits as may be required.
- Work with utilities such as Southern California Edison, Gas Company, AT&T, Verizon, etc. on permitting issues.

Patrick J. Reynolds, PLA | Landscape Architect

- Landscape Architecture Services

Ann D. Herner | Grant Administrator

- Assist with grant applications.

Oranos Mekwian | Associate Engineer

- Assist Ludwig Smeets, Construction Manager, prepare and distribute meeting agendas, minutes and progress reports.
- Provide construction management support and maintain the record of construction documents.

Ninyo & Moore | Geotechnical Services Sub-consultant

- Conduct materials testing.



JMDiaz, Inc. | Design Services Sub-consultant

- Provide civil design services. Prepare design and plans, as-built drawings, estimates, and develop specifications (PS&E's) for park projects as needed. Formats for these documents will be discussed at the time of the task assignment.
- Provide preliminary studies and public outreach.
- Prepare feasibility studies including alternatives to meet a desired goal with arguments for and against each alternative and cost estimate for each one.

Coast Survey | Land Surveyor Services Sub-consultant

- Provide land surveying and other field reconnaissance.

BPR Consulting Group | Structural, Mechanical, Electrical Services Sub-consultant

- Provide structural, mechanical, and electrical services.

Potential Issues/Challenges

Although LCG expects the entire project to go smoothly, experience tells us that there are always potential issues and challenges with any project. As experienced, some potential issues/challenges that LCG team might expect to encounter in this project are these following:

- **Potential Budget Issues:** Since costs are a big issue in general these days especially when it comes to real estate, inflation and escalating costs in this region, all tied to elements of this project, keeping track of the budget is paramount. In order to minimize disruptions to performance, LCG's Project/Construction Manager, will keep track of the existing budget and when any changes occur, they will document these changes and bring it up to the affected parties in the weekly meetings and find alternatives for keeping the project within budget. The City will be made aware of these budget items if they become significant.
- **Potential Scheduling Issues:** If one of the components under LCG's Project/Construction Manager's jurisdiction is experiencing scheduling delays and if there isn't the possibility to absorb it into the float and there needs to be a schedule adjustment, this will be announced to the stakeholders as soon as it is apparent, and a schedule adjustment will be recommended to the City. If approved, a revised schedule will be implemented.
- **Unforeseen Field Conditions:** If an item comes up in the field during demolition or construction such as archeological artifacts, hazardous waste, etc., that might have an impact on the project's budget or schedule, LCG's Construction Manager will provide alternatives and recommendations for the City and stakeholders to consider. He will provide timetables and suggestions for moving forward with the project and provide the financial and scheduling impacts for the project.
- **Any Other Issues:** If any issues come up that might impact this projects' budget and schedule, LCG's Construction Manager will be sure to coordinate with the City and Stakeholders on what the next steps will be and move forward with the project.



Qualifications & Experience of the Firm



The seamless integration of municipal service professionals in support of public agencies has been our purpose since **Ladayu Consulting Group (LCG)** was formed in 2015. LCG was founded by individuals with a passion for serving municipalities. Our employees span a multitude of disciplines within public works and engineering departments throughout California.

Most of LCG's staff are from the municipal public sector. We are small enough to ensure that we can maintain focus and are responsive to the needs of the City of Costa Mesa's On-Call Engineering Staff Support & Program Management Services for Various Park Projects tasks yet big enough to provide a comprehensive and reliable array of municipal services, if required.

Ladayu Consulting Group provides a host of services to cities including:

- Project and Program Management
- Construction Management/Construction Inspection
- Public Works Management
- Park Management
- Civil/Private Development Plan Review Services (includes grading, streets, storm drains, sewers, erosion control, etc.)
- Land Development/Subdivision Map Act (includes tracts, parcel maps, vesting, etc.)
- Sewer and Storm Drain Compliance
- Landscape Architect
- City Engineering
- Traffic Engineering

LCG's staff has held senior and executive management positions within numerous California cities including titles of Park Program Manager, Project Manager, Construction Manager, Inspector, Development Review Engineer, Landscape Architect, Grant Administrator, Associate Engineer, and other well-seasoned management personnel. This depth of experience brings a high level of expertise and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

LCG was formed and founded in 2015 and established our Engineering office in Palos Verdes Estates. We are a sole proprietorship. Our legal name is Ladayu Consulting Group. LCG's Federal Employer Identification Number is 36-4967928. We currently have 16 employees (size) and are growing. Our official business address follows:

Ladayu Consulting Group

316 Tejon Place

Palos Verdes Estates, CA 90274 (only business location/address)

www.ladaycg.com





The relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide design services

In this contract, LCG will sub-consult with JMDiaz, Inc. (JMD) for Design Services. JMD's relevant experience and specific qualification are shown as below:



JMDiaz, Inc. (JMD), a California corporation, offers a full range of transportation planning and civil engineering covering highways, land development, traffic and rail projects for local agencies, railroads and private entities in California. Originally founded by Juan M. Diaz in 2001, JMD is serving clients from its regional office in the City of Industry, California. Currently, JMD has a staff of 22 professionals and administrative staff.

JMD prepares preliminary and final design for a variety of civil engineering projects including land development (e.g., site grading, drainage, etc.) and transportation facilities (e.g., highways, roadways, rail corridors, etc.). In addition, JMD offers a variety of civil engineering services for transportation and land development projects. Such services cover all project development phases including planning, engineering and construction. Ultimately, JMD provides construction oversight services including construction observation and inspections services of transportation and land development projects.

Juan Diaz, PE has had a stellar reputation in delivering CIP and other projects for cities throughout Southern California. JMD has worked with Ladayu Consulting Group on many projects in the Gateway Cities including Compton Boulevard, Central Avenue and many others. LCG and JMD have built a great working relationship over the years of collaboration. JMD would be a powerful design, preliminary study, and public outreach in delivering projects for the City of Costa Mesa. JMD's contact information is as follows:

JMDiaz, Inc.

18645 East Gale Avenue, Suite 212 City of Industry, CA 91748-1363
(626) 820-1137 Tel | (626) 820-1136 Fax
jmdiaz@jmdiaz.com
www.jmdiaz.com

LCG's Current and Previous Contracts Similar to the Requirements for this RFP

LCG had experience in providing similar service for other agencies such as the Cities of Huntington Park, Compton, and Maywood. A summary of recent relevant projects that LCG and assigned personnel have performed within the past 8 years for public agencies that are similar in nature that is being requested in this RFP are shown below.

- **City of Huntington Park**

Steve Forster, Public Works Director
6550 Mile Avenue., Huntington Park, CA 90255
562.587.4860 | sforster@hpca.gov





- **Sample Project:** CIP2019-02 Slauson Avenue Congestion Relief Project
Services Provided: Construction Management and Inspection. Replace pavement from Wilmington Avenue to State Street (\$11.3 million)
Year started and completed: 2023-in progress

- **City of Compton**

John Strickland, Public Works/Engineering Project Manager
205 South Willowbrook Avenue, Compton, CA 90220
310.761.1422 | jstrickland@comptoncity.org



- **Sample Project:** Four (4) Compton Fire Stations Driveway Aprons Improvement Project (\$3 million).
Services Provided: Construction Management and Inspection.
Year started and completed: 2021-2022
- **Sample Project:** Alameda - SR-91 Urban Greening (Agreement No. U29107-0 and 8GG16423)
Services Provided: Full-Service Engineering Services including City Engineering Advisor, Project Management, Coordinated with Gateway Cities, Civil Plan Check for Grading, Drainage, Demolition, Erosion Control, LID, Utility Plans
Year started and completed: 2020-2021
- **Sample Projects:** 217 West Cocoa Street, 305-315 North Long Beach Blvd., 1841 and 1843 East Compton Blvd., 439 East Carlin Avenue.
Services Provided: (Land Development) Lot Merger/Lot Line Adjustment Review.
Year started and completed: 2020

- **City of Maywood**

David Mango | Public Works Director/Building Official (retired)
4319 E. Slauson Avenue, Maywood, CA 90270
323.365.0013



- **Sample Project:** Full-Service Engineering. For this project - Designated as City Engineer for the City including creating and managing the CIP, coordinate sewer compliance with the Attorney General and the Los Angeles Regional Water Quality Control Board, Storm Drain compliance, improved 90% of the streets in the City including USEPA/CDBG funded major sewer replacement project, FY 18/19 and 19/20 Street Rehabilitation Projects, 2019 Storm Drain Screen Installation of 55 catch basing screens.
Services Provided: City Engineer, Construction Management & Inspection, Project Management
Year started and completed: 2016 to 2019



Milestones and Deliverables to Perform the Requested Services

LCG has adequate capacity to perform both volume and quality of needed work within project schedule milestones for the City of Costa Mesa. Once a Notice to Proceed (NTP) is issued, specifically how LCG will implement each task and the Work Plan will be analyzed and recommended with proposed hours for each service other than those tasks specifically delineated in the RFP. Those tasks will be managed and executed per the City's Scope. Each team member is available and this will be detailed in the actual work plan developed after the City Engineer has had a chance to analyze the City's situation. All staff in this proposal will be managed under the City Engineer's supervision and LCG will adhere to the established methodology and work plan.

Financial Capacity

LCG is financially stable. We submit the following disclosure statements of fact:

1. LCG, any officer of LCG, or any employee of LCG who has proprietary interest in LCG has never had any administrative proceeding, claims, lawsuits, or other exposures pending against LCG.
2. LCG, any officer of LCG, or any employee of LCG who has proprietary interest in LCG has never filed for bankruptcy under any business name.
3. LCG is financially stable and can perform this contract without any encumbrances.

Key Personnel

LCG has a diverse team of qualified professionals dedicated to providing On-Call Engineering Staff Support & Program Management Services for Various Park Projects to the City of Costa Mesa. Below we have provided brief biographies of key personnel that will be available for this contract. Actual resumes will follow.

- **Daniel R. Garcia, PE. REA, CPP | Contract Manager, QA/QC, Park Program Manager** – Daniel has served as Contract Manager, QA/QC, and Park Program Manager in many public agencies throughout California. He is a registered Civil Engineer, Registered Environmental Assessor and Certified Permitting Professional and has over 30 years of experience in the civil engineering profession. Having worked in several jurisdictions throughout California including the Cities of Costa Mesa, Huntington Park, Compton, Rancho Palos Verdes, Wildomar, Maywood, Bell, Vernon, Lomita, Chino Hills and Norwalk. Daniel's experience is far and wide from Project Management, Construction Management, Civil Plan Review, Land Development/Subdivision Map Act, Capital Improvement Programs (CIP) including sewers, storm drain, street and water plans. In addition, Daniel also has experience serving the City of Costa Mesa for 2 years as the Consultant Park Program Manager managed Fairview Park, interviewed the



consultants for Skate Park II rebid, completed the Tewinkle Park Lakes' Security Lighting plan and ADA Accessibility Improvements plan review, etc.

- **Ludwig I. Smeets, PE | Development Review Engineer / Construction Manager/Resident Engineer** – Ludwig has over 38 years of experience in the civil engineering profession, including 15 years in the public sector, and over 23 years with private consulting firms serving public entities and private land developers. His experience has been a Senior Project Manager level for the past 10 years. His experience has included the management of numerous projects, specifically as Development Review Engineer and Construction Manager/Resident Engineer. Ludwig has served as Development Engineer as well as Public Services Director and Senior Project Manager for several public agencies. He is familiar with the Subdivision Map Act, Low Impact Developments (LIDs) project requirements, Water Quality Management Plan (WQMP's), design requirements (SSPWC, APWA, Caltrans, etc.) and has managed this and the bid and award process for several cities such as the Cities of Hawaiian Gardens, Norwalk and Whittier. As a Construction Manager/Resident Engineer. Ludwig was the Construction Manager for the Carnelian Storm Drain in the City of Rancho Cucamonga, Field of Dreams Sports Park in the City of Chino Hills and the Sunset Ridge Development Tract No. 17089 in the City of Victorville to name a few of his projects.
- **Charles Herbertson, PE, PLS | Project Manager** – Charles is a licensed Civil Engineer and Land Surveyor with extensive project management experience. He has served in senior executive management such as City Engineer and Public Works Director in the City of Culver City for 17 years as well as City Manager and Airport Manager in the City of Hawthorne and was a commissioned officer in the Navy in the Submarine Force and served as Headquarters Company Commander in the Reserves. Charles brings to every city his project and program experience in the areas of Project Management, Sewer and Storm Drain Compliance with local and state agencies, Capital Improvement Program (CIP) and Project Management in City facilities, recycling, Fire and Police Stations, sewer pump stations, water conservation, energy conservation, landslide repair, bicycle and pedestrian master plans, Urban Forest Master Plan, traffic engineering and maintenance.
- **Tony Antich, PE | Project Manager** – Tony has over 35 years of experience in managing capital improvement projects including 19 years as the City Engineer in the City of Santa Monica. Tony is experienced with managing professional staff and coordinating with various stakeholders in achieving the City's adopted goals and objectives including CIP, coordination of construction in the public right-of-way, construction management, community outreach, grant management, civil and architectural project development, cost estimating, risk management, cost management, permitting and plan checking, facility and infrastructure planning, mapping, seismic upgrade of essential facilities and communications.
- **Angel Quintero | Inspector** – Angel has over 28 years of public services experience and is a Public Works Program Inspector. He is a licensed as a Water Distribution Operator with extensive experience as a Water Utilities Manager and Water Supervisor. Angel has Storm Water Management experience including



Construction Management and Public Works Construction Inspection expertise. He has served as a Public Works Program Inspector in the City of Pico Rivera and as Water Meter Division Manager, City of Torrance, Water Utilities Manager position from the City of Covina, Operations Supervisor position from Liberty Utilities, Utilities Manager position from the City of Carlsbad, and Water Systems Supervisor.

- **Patrick J. Reynolds, PLA | Landscape Architect** – Patrick holds Landscape Architect License No. 4440 and is also a C-27 Landscape Specialty Contractor. Patrick is a Certified Irrigation Auditor and is certified in NEPA and CEQA. Patrick has 45 years of experience in all aspects of design, project management, construction of new and existing public, private, residential, commercial, urban, park and open space developments. He has expertise in Park Master Planning, Land Acquisitions, trail design and construction, preparing Environmental documents and reports, environmental preservation and restoration, historical preservation. Patrick has recently completed the Urban Forestry Management Plan for the City of Bell. He is currently serving the City of Alhambra as a City Landscape Architect.
- **Ann D. Herner | Grant Administrator** – Ann has more than 20 years of experience in the public and private engineering sector, assisting cities and providing strategies in securing transportation funding and leveraging local resources to implement capital projects. She identifies key elements of the grant and works closely with the City to craft and customize a project that will be competitive. Ann is well versed in a variety of state, federal and local grant programs, and has worked extensively with Caltrans Local Assistance, California Transportation Commission and the Federal Highway Administration on state/federally funded projects to meet program compliance and project timelines. She has managed millions of dollars in capital projects providing oversight on federally funded projects, from design to construction, final project close-out and including financial audits by both State/Federal agencies. Ann completed the Pavement Management System (Street Master Plan) for the City of Maywood.
- **Oranos Mekwian | Associate Engineer** – As Associate Engineer, Oranos has assisted in several construction and project management projects for LCG including the \$1.2 million Sewer Replacement Project in the City of Maywood and was instrumental in gaining sewer compliance with the LA Regional Water Quality Control Board. She also assisted in construction projects in the City of Lomita (Walnut/Pacific Coast Highway and Palos Verdes Drive North and Western Intersection Rehabilitation Project) and the City of Compton (Fire Stations Driveway Aprons Improvement Project) recently.

Disclosure

LCG has no 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.



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www.ladayucg.com
dgarcia@ladayucg.com

EXPERTISE

Park Program Manager
Project/Program Manager
Construction Manager
Resident Engineer
Private Development/Civil Plan
Check Engineer
Land Development/Subdivisions
CIP/Project Management
Sewer/Storm Drain Compliance
City Engineering Advisor

EDUCATION

Bachelor of Science in Civil
Engineering, CSULB

Masters in Public Administration,
CSULB

REGISTRATIONS

CA Registered Professional Civil
Engineer | 45710

Registered Environmental
Assessor | 5640 Cal-EPA

Certified Permitting Professional
D11308 SCAQMD

Daniel R. Garcia, PE, REA, CPP

**Contract Manager | QA/QC |
Park Program Manager**

Daniel is a licensed civil engineer with extensive City Engineering and Public Works experience. He has over 30 years of experience in the civil engineering profession and served in senior executive management engineering and public works positions from the Cities of Huntington Park, Compton, Bell, Maywood, Costa Mesa, Norwalk, Lomita, Wildomar, Culver City, Solvang, Novato to the City of Los Angeles.

RECENT RELAVANT EXPERIENCE

**Park Program Manager/Interim City Engineer |
City of Costa Mesa**

As Park Program Manager, Daniel evaluated the proposers for the Skate Park II project, project managed the Brentwood Park Additional Lighting Project, TeWinkle Security Lighting Project, TeWinkle Park ADA Accessibility Improvements, Replacement of 2 Pedestrian Bridges at TeWinkle Park, Fairview Park Placentia Avenue Connector Trail, Rehabilitated the Parking Lot (ADA) at Fairview Park, Parking Lot Lighting at Fairview Park, Placentia/Fairview Channel Bicycle Trail Signal Project (federal), plan reviewed the Jack Hammet Sports Complex and the Chargers practice field (grading review) and many other Park projects.

**City Engineer / Project Manager | City of
Maywood**

As City Engineer and Project Manager for the City of Maywood, Daniel completed both the 2018 and 2019 Street Rehabilitation Projects and the Slurry Projects of the same years. These street projects covered 90% of the City of Maywood's streets. Daniel was also responsible for the completion of the \$1.2 million Sewer Replacement Project in the City funded by USEPA and CDBG funds.

**City Engineer Advisor / Project Manager | City of
Compton**

As Project Manager, Daniel implemented the Four Fire Stations Driveways Aprons Improvement Project. He was the Project Manager and conducted the pre-construction, weekly progress meetings, and submitting the weekly statement of working days. In addition, he also provided QA/QC review of projects before submitted to the City.



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lsmeets@ladayucg.com

EXPERTISE

Construction Manager
Land Development/Subdivisions
Low Impact Development
Drainage/Hydrology (LID)
Project Manager
Resident Engineer
CIP/Project Management
Construction Bid and Award Process

EDUCATION

Bachelor of Science in Civil
Engineering, CSULB

Masters in Military Science, US Army

REGISTRATIONS

CA Registered Professional Civil
Engineer | 37221
NV Registered Professional Civil
Engineer | 11105
AZ Registered Professional Civil
Engineer | 28642

Ludwig I. Smeets, PE

**Development Engineer | Construction
Manager/Resident Engineer**

Ludwig has over 38 years of experience in the civil engineering profession, including 15 years in the public sector, and over 23 years with private consulting firms serving public entities and private land developers. His experience has been at the Senior Project Manager level for the past 10 years. His experience has included the management of numerous projects, specifically as Development Review Engineer and Construction Manager/Resident Engineer. Ludwig is familiar with the Subdivision Map Act, Low Impact Developments (LIDs) project requirements, Water Quality Management Plan (WQMP's), design requirements (SSPWC, APWA, Caltrans, etc.) and has managed this and the bid and award process for several cities such as the Cities of Hawaiian Gardens, Norwalk and Whittier. As a Construction Manager/Resident Engineer. Ludwig was the Construction Manager for the Carnelian Storm Drain in the City of Rancho Cucamonga, Field of Dreams Sports Park in the City of Chino Hills and the Sunset Ridge Development Tract No. 17089 in the City of Victorville to name a few of his projects.

RECENT RELAVANT EXPERIENCE

Construction Manager | City of Buena Park

For over 12 years, Ludwig served as Construction Manager on various public and private development projects to include on-call plan check of drainage and grading plans, demolition plans, and both on-site and off-site civil engineering plans, to include street, storm drain, sewer & water improvements, as well as NPDES, WQMP's, and hydrology reviews for the City of Buena Park.

Project Manager| City of Hawaiian Gardens

Ludwig provided Hydrology Report review for various private development projects on on-call basis for the City of Hawaiian Gardens. He also developed the Master Plan for Drainage as Program Manager for the City. This study established the capacity of existing storm drains and streets drainage based on a 100-year storm for incorporation into the City's Low Impact Development Program.

Construction/Project Manager | County of Orange

For nearly ten years, Ludwig served as Construction/Project Manager in responsible charge of contract construction services for private development plans related to building & safety grading and drainage, storm drain, sewer, NPDES, WQMP's, and hydrology reviews for the County of Orange. He is experienced in LID issues and the application to Land Development.



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EXPERTISE

CIP/Project Management
City Engineering
Public Works
Land Development/Subdivisions
Sewer/Storm Drain Compliance
Construction Management

EDUCATION

Bachelor of Science in Civil
Engineering, Old Dominion
University, Norfolk, Virginia

Master of Arts in Public
Administration, University of
Southern California

REGISTRATIONS

CA Registered Professional Civil
Engineer | 46658
CA Professional Land Surveyor |
LS 6794

PROFESSIONAL ACTIVITIES

Member American Public Works
Association | SoCal Chapter

League of California Cities |
President of Public Works Officers
2018 and 2019 | Chairman Local
Streets and Roads Needs
Assessment Oversight Committee
| Member Public Works,
Transportation & Communications
Policy Committee

AWARDS

Helen Putnam Award from the
League of California Cities for
brokering a solution to noise
problems related to the
construction of the Metro Green
Line Light Rail

Charles Herbertson, PE, PLS
Project Manager

Charles is a licensed civil engineer and land surveyor with extensive City Engineering and Public Works experience. He has served in senior executive management City Engineering and Public Works Director positions as well as City Manager and Airport Manager from the Cities of Culver City and Hawthorne and was a commissioned officer in the Navy in the Submarine Force and served as Headquarters Company Commander in the Reserves. Charles brings to every city his project and program experience in the areas of City Engineering, Public Works Management, Sewer and Storm Drain Compliance with local and state agencies, Capital Improvement Program (CIP) and Project Management in City facilities, recycling, Fire and Police Stations, sewer pump stations, water conservation, energy conservation, landslide repair, bicycle and pedestrian master plans, Urban Forest Master Plan, traffic engineering and maintenance.

RECENT RELAVANT EXPERIENCE

Public Works Director/City Engineer | Culver City

As City Engineer/Public Works Director Charles was responsible for directing four divisions that constructed a new fire station, teen center and municipal plunge, sewer pump stations and pipelines, repaired the Higuera Street Bridge and the repair of a FEMA hillside repair. He developed water conservation and energy conservation projects, a Bicycle and Pedestrian Master Plan, an Urban Forest Master Plan and created Parkway guidelines for the City's parkways. He mitigated urban runoff water quality projects for compliance with the Regional Water Quality Control Board. He also reorganized the Public Works Department to mitigate the sewer spill at the Braddock Pump Station creating the Environmental Programs and Operations Division. He managed recycling and refuge maintenance operations and negotiated janitorial contracts with the City. Managed the implementation of the new Green Line Metro Station in Culver City.

**City Manager, Director of Public Works/City Engineer,
Airport Manager | City of Hawthorne**

Charles directed/managed a Capital Improvement Program in that City that included bridge construction including the railroad bridge over the Rosecrans Avenue/Aviation Intersection, the construction of a Police Station and a Parks Building. Managed the water main replacement projects and sewer and roadway improvements. Mitigated street projects with the construction of the I-105 Freeway construction.



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tantich@ladayucg.com

EXPERTISE

Project/Program Manager
Construction Manager
City Engineer
Public Works Director

EDUCATION

Bachelor of Science in Civil
Engineering, CSULB

Master of Science, Management &
Leadership, Pepperdine University

REGISTRATIONS

CA Registered Professional Civil
Engineer | 34293
CA General Engineering Contractor
– "A" | 842227

Tony Antich, PE
Project Manager

Tony has over 35 years of experience in managing capital improvement projects including 19 years as the City Engineer in Santa Monica. Tony is experienced with managing professional staff including capital improvement programs, coordination of construction in the public right-of-way, construction management, community outreach, grant management, civil and architectural project development, cost estimating, risk management, cost management, public counter customer service, permitting and plan checking, disaster recovery, facility and infrastructure planning, mapping, assessment districts, seismic upgrade of essential facilities and communications.

RECENT RELAVANT EXPERIENCE

City Engineer | City of Santa Monica

For 19 years, Tony served as City Engineer in the City of Santa Monica. Tony provided leadership to thirty-five professional staff, including developing organization plans, setting priorities, selecting employees, conducting contract negotiations, counseling, and mediating disputes, evaluating job performance, interpreting policies to resolve design and construction issues, and making final decisions on engineering matters. He coordinated city engineering issues with federal, state, county, and other local agencies; conferred with the City Manager, City Council members, other government officials, city staff, public utilities, civic organizations, developers, and neighborhood and business groups. In addition, Tony directed the land development and technical support services related to all public infrastructures.

Tony also oversaw several programs such as accessibility; grant management; disadvantaged business enterprise; capital improvements, civil and architectural project development; construction management, claims mitigation, safety, and construction mitigation; community outreach, coordination of construction in the public right of way and public information; cost estimating; risk management, cost management; public counter customer service, permitting and plan check; disaster recovery; consulting services to other departments; facility and infrastructure planning; mapping; assessment district proceedings; seismic upgrade of essential facilities; and telecommunications for the City.

Noteworthy project management and process improvement:

- ◆ ADA improvements to public facilities and buildings such as streets, parks, fire & police stations, libraries, theaters, manufactured housing, restrooms, public housing, parking structures, and civic auditorium
- ◆ Developed a pavement management program that resulted in the best pavement condition in Los Angeles County.



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- ◆ Developed written project management guidelines and staff training, which resulted in a reduction in construction claims and faster delivery of construction projects.
- ◆ Established a LA Superior court trustee program to augment city staff resulting in greater output and reduced demand for additional city staffing.
- ◆ Separately, also negotiated a \$10 million reduction in construction claims.
- ◆ Management Team Associates Labor Bargaining Unit-Former President
- ◆ Board member - City of Santa Monica Coalition of City Employees - Political Action Committee
- ◆ Developed a simplified & streamlined permit process resulting in less wait time and better customer service.
- ◆ Introduced and instituted alternative dispute resolution (ADR) for city engineering contract matters, resulting in a negotiated **\$5 million** payment from the State of California.
- ◆ Introduced project scheduling techniques that resulted in eliminated redundancy, increased coordination, and improved delivery time.
- ◆ He has collaborated with the City Attorney's Office to develop a new contract for design and construction. This effort reduced the contract review time from three months to less than a week.
- ◆ Formed a consortium of cities, UCLA, and environment NGOs whose goal was to develop ways of reducing litter in Santa Monica Bay. This resulted in best management practices utilized in Los Angeles and countywide.
- ◆ Formed a consortium including Santa Monica & Los Angeles, Los Angeles Department of Water and Power, Los Angeles Department of Transportation, and Caltrans to improve communication and coordination of various construction projects along Pacific Coast Highway.

Public Works Director & City Engineer | City of Hermosa Beach

For nearly 7 years in the City of Hermosa Beach, Tony planned, organized, and directed maintenance engineering activities. He also was the City's Traffic Engineer. He oversaw maintenance and engineering personnel and court trustees assigned to maintenance or repair streets; buildings, parks; street lighting; storm drains; sanitary sewers; and traffic control devices. His projects included sanitary sewer rehabilitation, storm drain improvement, playground improvement, building modifications such as interior & HVAC. He managed the maintenance, design, construction, and restoration of infrastructure assets throughout the city and managed a staff of thirty employees.



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aquintero@ladayucg.com

EXPERTISE

Inspection
Water Supervisor
Water Utilities Manager
Operations Supervisor, Production
Utilities Manager
Water System Supervisor
Storm Water Management
Construction Management
Public Works Construction

EDUCATION

Water Technology & Business
Courses, Mt. San Antonio College,
Walnut

Public Works Inspection, MSA

Construction Management
(CalTrans), CMIA-ABC

REGISTRATIONS

Water Distribution Operator - 5 |
6077

Water Treatment Operator - 2 |
18704

Angel Quintero

Inspector

Angel has over 28 years of public services experience and is a Public Works Program Inspector. He is a licensed Water Distribution Operator with extensive experience as a Water Utilities Manager and Water Supervisor. Angel has Storm Water Management experience including Construction Management and Public Works Construction Inspection expertise. He has served as an Inspector and as Water Supervisor position from City of Torrance, Water Utilities Manager position from City of Covina, Operations Supervisor position from Liberty Utilities, Utilities Manager position from City of Carlsbad, and Water Systems Supervisor position from City of Pico Rivera.

RECENT RELAVANT EXPERIENCE

Public Works Programs Inspector | City of Pico Rivera

As Public Works Program Inspector, Angel was responsible for inspection of production facilities and programs. This included reservoirs, raw water treatment systems, well development and maintenance, electrical drives, motors, MCC's, interconnections and SCADA systems. As the Chief Operator, he signed off/approved the quantity and quality of water delivered to the City.

Water Supervisor | City of Torrance

As Water Utilities Manager, Angel was responsible for Construction projects, Systems and Programming of water transmission infrastructure maintenance, repair, replacement, valve exercise and flushing programs. He is also experienced in budget preparation and administration.

Utilities Manager| City of Carlsbad

As Utilities Manager, Angel was responsible as the billing liaison and water audits. He is also experienced in Safety Programs such as Injury, Illness, Prevention Program, Emergency Response and Disaster Preparedness and Response Planning.





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preynolds@ladayucg.com

EXPERTISE

City Landscape Architect #4440
Landscape C-27 Contractor
Parks Division Manager
Park Planning Division
Landscape Supervisor
Project Manager
Instructor

EDUCATION

Masters in Professional
Designation Landscape
Architecture Certificate, UCLA

Bachelor in English Literature,
CSUDH

Construction Management
Certificate Program, CSUDH

AutoCAD Release 14 Operator
Certification. CSULB

REGISTRATION/LICENSE

CA Registered Professional
Landscape Architect | 4440
Landscape Contractor License
(C-27) | 418109

Patrick J. Reynolds, PLA

Landscape Architect

Patrick is a Professional Landscape Architect, Landscape C-27 Specialty Contractor, Project Manager, Certified Irrigation Auditor, CEQA and NEPA Certification. Patrick is a Specialist with forty-five years of experience in all aspects of landscape and irrigation plan checking review, the design, project management, construction of new and existing public, private, residential, commercial, urban, park and open space developments; park master planning; land acquisitions; trails design and construction; preparing Environmental Documents and Reports, environmental preservation and restoration; historical preservation projects, and an expert witness. His Landscape Architect License is 4440 and C-27 license is 418109.

RECENT RELEVANT EXPERIENCE

City Landscape Architect | City of Alhambra

As the City Landscape Architect, Patrick was responsible for landscape and irrigation plan checking and MWELC compliance for private development and capital improvement projects and responsible for all landscape matters in the City of Alhambra.

City Landscape Architect | Park Planning Division | City of Culver City

As the City's licensed Landscape Architect, Patrick was responsible for plan checking landscape and irrigation plans, for providing in-house design-build construction services on all park capital improvement projects, deferred maintenance and unmet needs projects in the Culver City. Hire and manage outside consultants to provide design services, where appropriate. Lead Consultant in conducting the Culver City Parks 25 Year Master Plan. Duties included conducting community meetings, community design charettes, recording community input, research, analysis of existing conditions and unmet needs, design strategies for the data compiled for future parks and open space opportunities in the city. The second phase being the Implementation Plan through a joint collaboration partnerships. Implemented a Playground Safety Program that, to date, has inspected, audited, scoped, and prioritized all the city's playgrounds for replacement, refurbishment and/or retrofitting. Constructed 10 new inclusive playgrounds in twelve years. Instituted the first Playground Safety Program in the City.

City Landscape Architect | City of Culver City

As the sole licensed landscape architect in the City, Patrick was a vital member of the team of the Parks and Recreation Department, Public Works Agency, Planning Division and Redevelopment Agency, providing expertise in analyzing



City of Costa Mesa

RFP No. 24-09 – On-Call Engineering Staff Support & Program Management Services for Various Park Projects



proposed projects for compliance with the General and Strategic Plan requirements for land use and development, proposed new and revisions to existing landscape and irrigation designs, aesthetics, zoning, AB-1881 water conservation requirements, review Environmental documents for potential impacts, plan checking landscape and irrigation plans. Advise departments and approve proposed plans for each city agency. Member of the Sustainable Design Committee, which sets sustainable guidelines for the City. Updating the City's Urban Tree Master Plan, the Strategic and General Plans, The Parkway Landscape Ordinance Plan, and have taken the lead in implementing AB-1881, the State Water Model Efficiency Landscape Ordinance for water conservation. Received a 2011 national water conservation award from Toro Corp. for same.

Parks Division Manager | City of Culver City

As Park Division Manager, Patrick was in charge of all aspects of parks planning, construction, operations and maintenance, including plan checking landscape and irrigation plans, all administrative duties for the 10 City parks and open space in the city. Oversee and manage staff of 20, including Park Planning staff, design consultants, parks grounds maintenance in-house staff and outside contracted services that maintain all other city owned properties under the purview of the Parks Division.



Ladayu
Consulting Group

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aherner@ladayucg.com

EXPERTISE

Transportation Project Management
Technical Specification Writing
Caltrans Local Assistance Federal-
Aid Process & Project Delivery
Grant and Funds Management
Grant Writing
Federal Transportation
Funding and Financing
Pavement Management -
StreetSaver

EDUCATION

Bachelor of Science, Civil
Engineering University of California,
Davis

REGISTRATIONS

40 Hour Hazardous Material Training
Certification 1998

Ann D. Herner Grant Administrator

Ann holds over 20 years of experience in the public and private engineering sector as a Project Manager/Engineer. Her experience includes project management, oversight of design through construction, and funding accountability of various transportation projects. She consistently meets project schedule requirements and stays within project budgets. She has provided both long/short-term onsite support and staff augmentation for local agencies. Ann is also knowledgeable with the Federal Aid process for funding state and federal projects as well as securing these grants. Her in-depth knowledge of the Federal Aid process and project delivery has assisted local cities in planning and implementing projects on time without risking their state and federal funds.

RECENT RELAVANT EXPERIENCE

Grant Writing

Ann brings grant opportunities to cities and provides strategies in securing funding for capital projects. In the past 9 years, Ann has contributed to the preparation and submittal of grants which has secured millions of grants for cities in bike and pedestrian improvements, traffic signal improvements, intelligent traffic systems, pavement rehabilitation, and safe routes to school improvements. She is well verse in state/federal grant funds including: CMAQ, RSTP, SRTS/SR2S, HSIP/HRRR, ATP, CDBG, and other locally administered funds.

Transportation Programming and Federal/State Funding Administration

Ann brings transportation programming and fed/state funding expertise to local agencies and MPOs. She has worked extensively with Caltrans Local Assistance, California Transportation Commission (CTC) and the Federal Highway Administration on state and federally funded projects and programs. Her in-depth knowledge of federal/state funding allows for efficient troubleshooting that results in creative and realistic solutions to overcome obstacles and deliver projects. Ann has managed millions of dollar projects providing oversight on federally funded projects, from design to construction and project close out. By understanding the network of transportation funding policies and programming in both the local, state and federal level, Ann is able to navigate and plan for projects to be constructed on time as well as optimizing available funding.

Specific services have included:

- Development and implementation of project budget and project tracking

City of Costa Mesa

*RFP No. 24-09 – On-Call Engineering Staff Support &
Program Management Services for Various Park Projects*



- Project delivery through Caltrans Environmental/NEPA, Right of Way approval, Design, and Construction phase, including Federal Authorization Approval, CTC Allocation Request, Invoicing submittals, Contract procurement for design and construction, Project reporting and Final Expenditure Report.
- Assist Cities with financial audit and reporting from Caltrans
- DBE assistance, implementation and goal calculation
- Recommend FTIP Amendments for project planning and delivery
- Recommend funding obligations and de-obligations to ensure projects maximize funding opportunities
- Assist in the development and review of MPOs' CMAQ funding guidelines
- Assist MPOs in federal programming procedures and "Calls for Projects"



www.ladayucg.com
omekwian@ladayucg.com

EXPERTISE

Construction Mgmt. Assistant
Associate Engineer
Land Development/Subdivisions
Sewer/Storm Drain Compliance
CIP/Project Management
Report Writing

EDUCATION

Masters in Industrial Chemistry,
King Mongkut's University of
Technology, Thonburi, Thailand

Bachelor of Science in
Biotechnology, Khon Kean
University Thailand

Oranos Mekwian

Associate Engineer

Oranos has experience in supporting Construction Managers in Capital Improvement Projects. She has supported Construction Managers with projects in the Cities of Compton, Lomita, Maywood, Wildomar and many others. Oranos brings project and program technical experience and skills that will be a value to this RFP.

RECENT RELAVANT EXPERIENCE

Assistant Project Engineer | City of Compton

As Assistant Project Engineer, Oranos was responsible for assisting the City with the Four (4) Fire Stations Driveways Aprons Improvement Project and the Compton Boulevard Improvement Project. She has assisted by maintaining records, producing minutes, organizing logistics, assisted in the preliminary engineering and providing construction management support.

Construction Manager Assistant | City of Lomita

As an Assistant Construction Manager in the City of Lomita, Oranos was responsible for assisting the City with the Intersection Improvement at Western Avenue/Palos Verdes Drive North and Pacific Coast Highway/Walnut Street Project. She assisted the Construction Manager by maintaining records, producing minutes, organizing logistics, assisted in the preliminary engineering and providing construction management support.

Associate Engineer | City of Maywood

In the City of Maywood, Oranos assembled a Capital Improvement Program for the City that included a \$1.2 million USEPA/CDBG Major Sewer Replacement Project, assisted in sewer compliance services including establishing a Sewer Service Charge, implementing a Fats, Oils and Grease (FOG) Program, completing a Sanitary Sewer Management Plan (SSMP), a Sewer Master Plan, providing the LARWQCB sufficient information on Hot Spots to allow the City to satisfy a consent decree.



Appendix C: Forms

LCG's submitted forms listed in the Appendix C are shown in the following page. The submitted forms are included:

1. Vendor Application Form
2. Ex Parte Communication Form
3. Disqualification Questionnaire
4. Disclosure of Government Positions
5. Company Profile & References
6. Bidder/Applicant/Contractor Campaign Contribution Disclosure Form



**VENDOR APPLICATION FORM
FOR
RFP No. 24-09 ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT
SERVICES FOR VARIOUS PARK PROJECTS**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: Laday Consulting Group

Contact Person for Agreement: Daniel R. Garcia, PE, REA, CPP

Title: Vice President/Contract Manager E-Mail Address: dgarcia@ladayucg.com

Business Telephone: (310) 968-7263 Business Fax: N/A

Corporate Mailing Address: 316 Tejon Place

City, State and Zip Code: Palos Verdes Estates, CA 90274

Contact Person for Proposals: Daniel R. Garcia, PE, REA, CPP

Title: Vice President/Contract Manager E-Mail Address: dgarcia@ladayucg.com

Business Telephone: (310) 968-7263 Business Fax: N/A

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
Daniel R. Garcia, PE, REA, CPP	Vice President	(310) 968-7263

Federal Tax Identification Number: EIN: 364967928

City of Costa Mesa Business License Number: N/A

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

City of Costa Mesa Business License Expiration Date: N/A

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 24-09 ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR VARIOUS PARK PROJECTS** at any time after February 5, 2024.



Date: 2/26/24

Signature

Daniel R. Garcia, PE, REA, CPP

Print

OR

I certify that Proposer or Proposer's representatives have communicated after February 5, 2024 with a City Councilmember concerning informal **RFP No. 24-09 ON-CALL ENGINEERING STAFF SUPPORT & PROGRAM MANAGEMENT SERVICES FOR VARIOUS PARK PROJECTS**. A copy of all such communications is attached to this form for public distribution.

Date: _____

Signature

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

None

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): *Sole Proprietor*

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

Business Address: *316 Tejon Place, Palos Verdes Estates, CA 90274*

Website Address: *www.ladayucg.com*

Telephone Number: *(310) 968-7263* Facsimile Number: *N/A*

Email Address: *dgarcia@ladayucg.com*

Length of time the firm has been in business: *9 years*

Length of time at current location: *9 years*

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

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

Federal Taxpayer ID Number: *EIN: 364967928*

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation: *Daniel R. Garcia, PE, REA, CPP*

Telephone Number: *(310) 968-7263* Facsimile Number: *N/A*

Email Address: *dgarcia@ladayucg.com*

Contact person for accounts payable: *Oranos Mekwian*

Telephone Number: *(925) 464-6356* Facsimile Number: *N/A*

Email Address: *omekwian@ladayucg.com*

Name of Project Manager: *Daniel R. Garcia, PE, REA, CPP*

Telephone Number: *(310) 968-7263* Facsimile Number: *N/A*

Email Address: *dgarcia@ladayucg.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 Huntington Park*

Contact Name: *Steve Forster, Public Works Director*

Contract Amount: *\$500,000*

Email: *sforster@hpca.gov*

Address: *6550 Mile Avenue, Huntington Park, CA 90255*

Brief Contract Description: *CM & Inspection services for Slauson Ave. Congestion Relief Project*

Company Name: *City of Compton*

Telephone Number: *(310) 761-1422*

Contact Name: *John Strickland, Public Works/Engineering Project Manager*

Contract Amount: *Based on hourly as needed services*

Email: *jstrickland@comptoncity.org*

Address: *205 S. Willowbrook Avenue, Compton, CA 90220*

Brief Contract Description: *Provide City Engineer Advisor, CM & Inspection services for Four Fire*

Company Name: *Stations Driveway Aprons Improvement Project, Civil Plan Checking Services, etc.*

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name: *City of Maywood*

Telephone Number: *(323) 365-0013*

Contact Name: *David Mango, Public Works Director/Building Official (retired)*

Contract Amount: *Based on hourly as needed services*

Email: *david.mango@cityofmaywood.org*

Address: *4319 E. Slauson Avenue, Maywood, CA 90270*

Brief Contract Description: *Full-service Engineering including City Engineer managing the CIP,*

Company Name: *coordinate sewer compliance with the Attorney General and LARWQCB and Storm Drain Compliance, etc. and Construction Manager & Inspector for USEPA/CDBG funded major sewer replacement project, FY18/19 and FY19/20 Street Rehabilitation, 2019 Storm Drain Screen Installation, etc.*

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

EXHIBIT C
CONSULTANT'S COST PROPOSAL



Cost and Proposal (Not-to-exceed total fee)

The rates displayed in the cost proposal below reflect LCG’s current fees and will be in effect during the term of the agreement, which include travel, shipping, supply, and printing/material costs (no separate charges for these items). Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations (such as frozen during the term of this agreement by the term of this approximately 3-year contract).

LCG COST PROPOSAL

CLASSIFICATION	HOURLY BILLING RATE
Park Program Manager.....	\$170
Registered Development Review Engineer	\$170
Registered Project Manager	\$170
Construction Manager/Resident Engineer, RCE, Prevailing Wage	\$170
Licensed Landscape Architect, PLA	\$170
Inspector, Prevailing Wage	\$160
Grants Administrator	\$160
Associate Engineer	\$110

Once a task or phase is known, LCG can provide an estimate of costs for the entire task or phase. Key Personnel are noted in the hourly rates above. No other adjustments are anticipated.

BPR COST PROPOSAL (STRUCTURAL, MECHANICAL, ELECTRICAL SERVICES SUB-CONSULTANT)

We propose to provide all of the requested plan review, inspection, and other building and safety services on an hourly basis utilizing the hourly billing rates identified in the Schedule of Hourly Billing Rates below for the specific labor classification utilized. Plan review services will include an initial review and all back-check reviews as necessary for plan approval.

SCHEDULE OF HOURLY BILLING RATES

The rates displayed in the schedule below reflect BPR’s current hourly billing rates. BPR understands that all rates and costs shall be effective through the term of the agreement.



CLASSIFICATION

HOURLY BILLING RATE

Building Plan Check Project Manager	\$170
Licensed Plan Review Engineer (structural, electrical, mechanical)	\$155
ICC Certified Plans Examiner	\$130
CASp Plans Examiner	\$135

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Expedited Plan Reviews:** Expedited plan reviews can be provided upon request. Fees for expedited plan review services will be 150% of the above noted hourly rates.
- **Mileage:** Vehicle mileage utilized in the performance of inspection services will be billed at the current IRS vehicle mileage rate.



JMD ENGINEERING COST PROPOSAL (DESIGN SERVICES SUB-CONSULTANT)

CLASSIFICATION

HOURLY BILLING RATE

Design Engineer	\$150
Associate Design Engineer	\$130
Traffic Associate	\$120-\$130
Traffic Assistant	\$110

COAST SURVEYING, INC. COST PROPOSAL (LAND SURVEYING SERVICES SUB-CONSULTANT)

CLASSIFICATION

HOURLY BILLING RATE

Principal-in-charge, PLS	\$270
Survey Manager, PLS	\$215
Project Surveyor, PLS	\$186
Field Coordinator	\$170
Survey Technician	\$143
2 Person Survey Party w/Equipment	\$320

- These hourly rates are effective through December 31, 2023. The hourly rates thereafter are subject to an annual escalation of 3.00% on January 1st of each following year.

City of Costa Mesa

*RFP No. 24-09 – On-Call Engineering Staff Support &
Program Management Services for Various Park Projects*



- Coast is signatory with Local 12, Operating Engineers, and will follow the Union rules concerning the payment of Regular Rates, Overtime Rates, and Double Time Rates.
- Overtime rates are payable at 1.25 times the regular rate in effect at that time.
- Double time rates are payable at 1.50 times the regular rate in effect at that time.
- Costs for monuments, prints, research materials, and other incidental or special supplies will be billed at cost.



**NINYO & MOORE COST PROPOSAL (GEOTECHNICAL SERVICES
SUB-CONSULTANT)**

See Ninyo & Moore Cost Proposal in the following pages.

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 250
Senior Engineer/Geologist/Environmental Scientist	\$ 235
Senior Project Engineer/Geologist/Environmental Scientist	\$ 220
Project Engineer/Geologist/Environmental Scientist	\$ 210
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 200
Staff Engineer/Geologist/Environmental Scientist	\$ 180
GIS Analyst	\$ 160
Technical Illustrator/CAD Operator	\$ 140

Field Staff

Certified Asbestos/Lead Technician	\$ 220
Field Operations Manager	\$ 150
Nondestructive Examination Technician (UT, MT, LP)	\$ 145
Supervisory Technician	\$ 140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 135
Senior Technician	\$ 135
Technician	\$ 130

Administrative Staff

Information Specialist	\$ 120
Geotechnical/Environmental/Laboratory Assistant	\$ 120
Data Processor	\$ 95

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Field Equipment	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 15/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x2 cube compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

EXHIBIT D
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-199

Meeting Date: 5/21/2024

TITLE:

ACCEPTANCE AND ALLOCATION OF THE FY 2023 OPERATION STONEGARDEN (OPSG) FUNDS

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: JAMES BROWN, SERGEANT

CONTACT INFORMATION: JAMES BROWN - 714.754.5058

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Agreement for the FY 2023 Operation Stonegarden (OPSG) Funds and authorize the City Manager or designee to execute the agreement.
2. Adopt Resolution No. 2024-XX authorizing the acceptance of the FY 2023 OPSG funds and authorizing the City Manager or designee to accept the funds in the amount of \$191,000.00.
3. Approve revenue and expense appropriations in the amount of \$191,000.00 for the FY 2023 OPSG funds.

BACKGROUND:

Narcotics trafficking organizations continue to pose significant threats throughout the state of California, including the City of Costa Mesa. These organizations have become increasingly sophisticated and use counter surveillance, diversionary tactics, night vision devices, and secure communications while conducting operations. In addition, smugglers frequently utilize dangerous tactics such as failures to yield, wrong way driving, and assaults on police officers to further narcotics trafficking throughout the United States. These narcotics are plaguing local communities, including Costa Mesa, causing addiction and death to members of our community.

The mission of the Department of Homeland Security, state and local law enforcement agencies including the Costa Mesa Police Department operating in Riverside, Orange, and Los Angeles Counties is to collaborate to disrupt and degrade transnational criminal organizations, enhance land/coastal detection and interdiction capabilities in the combating of sophisticated narcotics trafficking organizations, and expanding formal communication, intelligence protocols, and nontraditional intelligence/fusion opportunities to overcome the influx of deadly drugs and effectively stop these narcotic trafficking organizations for a safer community.

The FY 2023 OPSG program is awarded to counties within California to help combat these criminal organizations by the California Office of Emergency Services on behalf of the Federal Emergency Management Agency (FEMA). FEMA will allocate the grant to the Riverside Sheriffs' Department, which then distributes funds to subrecipients in Riverside and Orange Counties, including the City of Costa Mesa.

In March of 2023, the Costa Mesa Police Department (CMPD) submitted a funding request for the OPSG program for the purchase of a fully outfitted marked patrol truck with mileage/maintenance and personnel operational overtime funding.

ANALYSIS:

In October 2023, the Riverside County Sheriff's Department was awarded \$2,900,000 for the OPSG program. CMPD's allocation is \$191,000 for the purchase of a fully outfitted marked patrol truck and operational overtime for personnel costs. The OPSG grant program period of performance is September 1, 2023 through May 31, 2026 with operational project period of March 25, 2024 through February 28, 2026.

Per the OPSG Program requirements, the funds shall be used to support the OPSG program to enhance law enforcement preparedness and operational readiness along the land and water borders of the United States.

The Costa Mesa Police Department conducts proactive tactical narcotic enforcement operations to identify and dismantle drug trafficking organizations. These traffickers are involved in the smuggling and sales of illegal narcotics and firearms. The marked patrol truck purchased through the grant will be equipped with emergency equipment and a fabricated storage area for equipment utilized to successfully search for contraband, arrest drug trafficking subjects, and transport necessary property. This will enhance officer safety and the ability to conduct operations within the City of Costa Mesa and in surrounding cities within Orange County.

After the full purchase of the marked patrol truck, estimated at approximately \$72,000 (see Attachment 3), remaining funds from the OPSG grant will be used for personnel overtime costs. The Costa Mesa Police Department's Special Investigations Unit will utilize OPSG overtime funding to support operations as follows: Continue collaborative operations with our local, state, and federal partners targeting organized narcotics criminal activity within the City of Costa Mesa and throughout Orange County. The multi-agency operations will include intelligence gathering and sharing amongst OPSG teams. Identifying and dismantling drug trafficking and money laundering organizations.

ALTERNATIVES:

The City Council may elect not to accept the OPSG funds. However, this alternative is not recommended as alternative funding sources, such as the City's General Fund, would need to be used to purchase the vehicle and fund operational overtime.

FISCAL REVIEW:

Upon approval and acceptance of the FY23 OPSG funds, revenue and expense appropriations in the amount of \$191,000.00 respectively will be established. The OPSG grant program period of performance is September 1, 2023 through May 31, 2026 with operational project period of March 25, 2024 through February 28, 2026.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal: Strengthen the Public's Safety and Improve the Quality of Life.

CONCLUSION:

Staff recommends City Council:

1. Adopt Resolution No. 2024-XX authorizing the City Manager or designee to execute all documents necessary to accept the FY 2023 OPSG funds in the amount of \$191,000.00.
2. Approve revenue and expense appropriations in the amount of \$191,000.00 for the FY 2023 OPSG funds.



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-199

Meeting Date: 5/21/2024

TITLE:

ACCEPTANCE AND ALLOCATION OF THE FY 2023 OPERATION STONEGARDEN (OPSG) FUNDS

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: JAMES BROWN, SERGEANT

CONTACT INFORMATION: JAMES BROWN - 714.754.5058

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Agreement for the FY 2023 Operation Stonegarden (OPSG) Funds and authorize the City Manager or designee to execute the agreement.
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2. Approve revenue and expense appropriations in the amount of \$191,000.00 for the FY 2023 OPSG funds.

RESOLUTION 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AUTHORIZING ACCEPTANCE OF FISCAL YEAR 2023 OPERATION STONEGARDEN (OPSG) FUNDS WHICH ARE TO BE USED TO DETER NARCOTICS TRAFFICKING

WHEREAS, narcotics trafficking organizations continue to pose significant threats in California, and in Costa Mesa; and

WHEREAS, federal grant funds have been allocated to the Riverside County Sheriff’s Department; to issue to sub-grantees to help disrupt and degrade transnational criminal organizations involved in narcotics trafficking; and

WHEREAS, the Costa Mesa Police Department was allocated \$191,000 for the purchase of a fully outfitted marked patrol truck and operational overtime for personnel costs; and

WHEREAS, it is in the interest of the city to accept the grant funds to assist in deterring transnational drug trafficking.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA RESOLVES:

- 1. In all respects, the above recitals are hereby incorporated by reference.
- 2. The City Manager or designee is authorized to approve all documents necessary to accept the fiscal year 2023 OPSG funds in the amount of \$191,000.

PASSED AND ADOPTED by this 17th day of May, 2024.

AYES:
NOES:
ABSENT:

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. 2024-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 17th day of May, 2024, 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 17th day of May, 2024.

Brenda Green, City Clerk

**AGREEMENT FOR
FISCAL YEAR 2023
OPERATION STONEGARDEN (OPSG)**

1. PARTIES TO THE AGREEMENT

This Agreement is between the COUNTY OF RIVERSIDE ("COUNTY"), the COUNTY OF LOS ANGELES ("LAC"), the CITY OF COSTA MESA, CITY OF HAWTHORNE, CITY OF HUNTINGTON BEACH, CITY OF LA HABRA, CITY OF LAGUNA BEACH, CITY OF NEWPORT BEACH, and CITY OF SEAL BEACH (collectively the "CITIES"), each a "PARTY" and collectively the "PARTIES", for support of the Operation Stonegarden ("OPSG") program.

1.1 Party Departments or Agencies Participating In The Agreement

1.1.1 For the COUNTY, participating agency is the Sheriff's Office ("SHERIFF").

1.1.2 For the CITIES, participating agencies are their respective police department.

1.1.3 For LAC, participating agency is their respective Sheriff's department.

2. RECITALS

2.1 WHEREAS, COUNTY through SHERIFF applied for, and was awarded grant funds from the U. S. Department of Homeland Security ("DHS") passed through the California Governor's Office of Emergency Services ("Cal OES"), under the Fiscal Year (FY) 2023 Operation Stonegarden (OPSG) grant program. As an applicant for the San Diego Border Patrol Sector, SHERIFF shall be the lead agency to manage the OPSG program.

2.2 WHEREAS, funds shall be used to support the OPSG program to enhance law enforcement preparedness and operational readiness along the land and water borders of the United States.

2.3 WHEREAS, Government Code §55632 authorizes COUNTY and PARTIES to contract for provision of joint law enforcement services.

2.4 WHEREAS, PARTIES desire to enter into an agreement with provisions concerning the nature and extent of OPSG collaboration, services rendered, and compensation.

2.5 WHEREAS, COUNTY, by action of the Board of Supervisors Agenda Item 3.30 on January 23, 2024, approved the application, appropriation, and use of FY 2023 OPSG funds to reimburse PARTIES for program related overtime and fringe benefits; equipment purchases and maintenance costs; fuel; mileage; flight; and management and administration costs incurred not to exceed the amounts described in Exhibit A – FY 2023 OPSG Budget

Worksheet in paragraph 2.9 (a) below, during the period of performance (POP) September 1, 2023 through May 31, 2026 but, the operational project period for PARTIES shall be the date of FEMA's approval, March 25, 2024 through February 28, 2026.

2.6 WHEREAS, PARTIES shall retain documentation supporting all expenditures reimbursed from OPSG grant funds, ensure all expenditures are allowable under grant requirements, adhere to the federal procurement standards found in Title 2 of the Code of Federal Regulations, Part 200, Subpart D, Section §200.317-200.327, and comply with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F - Audit Requirements regarding organization-wide financial and compliance audit reports if \$750,000 or more of OPSG federal funds are expended in a fiscal year.

2.6.1 Documentation shall be retained in accordance with the [FEMA Preparedness Grants Manual](#) and other OPSG grant requirements and shall be available for audit and inspection.

2.7 WHEREAS, PARTIES agree that this Agreement does not provide Federal authority to PARTIES to enforce immigration laws (Title 8 USC).

2.8 WHEREAS, PARTIES acknowledge the following information for the OPSG grant program:

- (a) Federal Grantor Agency: U. S. Department of Homeland Security (DHS)
- (b) Administrative Authority: Federal Emergency Management Agency (FEMA)
- (c) Operational Oversight: U. S. Customs and Border Protection (CBP)
- (d) State Administrative Agency (SAA) or Pass-Through Agency: California Governor's Office of Emergency Services (Cal OES)
- (e) Program Title: Homeland Security Grant Program (HSGP) Operation Stonegarden (OPSG)
- (f) Grant Identification Number: 2023-0042
- (g) Federal CFDA Number: 97.067

2.9 WHEREAS, PARTIES agree and shall utilize and adhere to the following Exhibits attached hereto and/or available using the referenced link:

- (a) Exhibit A - FY 2023 OPSG Budget Worksheet
- (b) Exhibit B - FY 2023 OPSG Standard Assurances
- (c) Exhibit C - FY 2023 OPSG Byrd Anti-Lobbying Certification Form
- (d) Exhibit D - FY 2023 OPSG Operations Order (**CONFIDENTIAL, for Official Use Only/Law Enforcement Sensitive**)
- (e) Exhibit E - [Title 2 of the Code of Federal Regulations Part 200](#),
- (f) Exhibit F - [Federal Contract Provisions](#)
(language to be developed and incorporated within a contract)
- (g) Exhibit G - [FY 2023 Homeland Security Grant Program \(HSGP\) Notice of Funding Opportunity \(NOFO\)](#)

- (h) Exhibit H - [FY 2023 Homeland Security Grant Program \(HSGP\) California Supplement to the Federal NOFO](#)
- (i) Exhibit I - [FEMA Preparedness Grants Manual](#)

Nothing in the Exhibits above shall limit the requirements of this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARTIES jointly intend that COUNTY will reimburse, and PARTIES will provide, a level of OPSG services as set forth in this Agreement.

3. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the OPSG grant program proposal awarded by the DHS and passed through to the Cal OES, under the FY 2023 Operation Stonegarden grant program.

4. SCOPE OF SERVICES

4.1 Method of Service Delivery

SHERIFF shall manage the OPSG grant program, oversee the funding allocation of the PARTIES, and be administratively responsible for coordination of PARTIES' obligations under this Agreement. The SHERIFF's OPSG grant program team will be staffed as described in paragraph 6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES.

4.2 Overview of Basic Services

PARTIES shall perform OPSG Operations ("Operations") by increasing law enforcement presence in each PARTY's designated jurisdiction and in coordination with other OPSG partner agencies to support the U. S. Customs and Border Protection (CBP) efforts to improve border security in the region. PARTIES will enforce local and state laws within their designated jurisdiction subject to the California Values Act (SB 54; Chapter 495) and shall not enforce or aid in the enforcement of immigration laws on behalf of U. S. Customs and Border Protection (CBP) and U. S. Border Patrol (BP). This Agreement does not provide Federal authority to PARTIES to enforce immigration laws (Title 8 USC).

5. TERM OF AGREEMENT

The OPSG grant program period of performance (POP) is September 1, 2023 through May 31, 2026, but the operational project period for PARTIES shall be the date of FEMA's approval, March 25, 2024 through February 28, 2026.

5.1 Initial Term

The term of this Agreement shall be retroactive to 12:01 a.m. on March 25, 2024 and shall continue in effect through and terminate at midnight on May 31, 2026; subject to the termination provision in paragraph 5.3.

5.2 Option to Extend

Renewal or extension of the Agreement beyond May 31, 2026 shall be subject to remaining grant funds and to a time extension approved by Cal OES. Any PARTY that does not agree to renew shall terminate its participation at the end of the term of this Agreement.

5.3 Termination

Subject to the applicable provisions of state law, each PARTY may terminate its participation in this Agreement upon ninety (90) days minimum written notice to the other PARTIES.

5.3.1 A PARTY may terminate its participation in this Agreement immediately upon written notice to the other PARTIES in the event it becomes ineligible to receive grant funds under this Agreement.

5.3.2 As the lead agency, SHERIFF, with approval from either FEMA, CBP, and/or Cal OES as needed, may require the termination of a PARTY's participation if it is determined that the PARTY has violated the provisions of this Agreement, including failure to provide the Anticipated Outcome set forth in section 6.3.

6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

6.1 Suspension and Debarment

SHERIFF will request, and PARTIES shall provide a copy of the SAM.gov report for their agency which shows their Active and Inactive Exclusions. Any PARTY with Active Exclusions at the onset of, or any time during, the term of this Agreement is not eligible to participate as set forth in Executive Orders 12549 and 12689, 2 CFR 200.214, and codified in 2 CFR Part 180, and shall terminate its participation in this Agreement as provided for in paragraph 5.3 Termination.

6.2 Byrd Anti-Lobbying Amendment

PARTIES that receive an award greater than \$100,000 shall certify to SHERIFF on the Byrd Anti-Lobbying Certification Form attached hereto as Exhibit C, 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 obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each PARTY shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from agency to agency up to the recipient who in turn will forward the certifications to the federal awarding agency.

6.3 Anticipated Outcome

The anticipated outcome of Operations to be performed by PARTIES under this Agreement is increased law enforcement presence in each PARTY's designated jurisdiction to support U. S. DHS and U. S. CBP efforts in the region to improve border security and reduce border related crime. The anticipated outcome will be reached by achieving the goals and accomplishing the missions set forth below by PARTIES and in Exhibit D – FY 2023 OPSG Operations Order.

6.3.1 PARTIES shall provide enhanced enforcement by increasing patrol presence in proximity to the border and/or routes of ingress from the border, including the water borders. In addition, PARTIES shall utilize their unique investigatory areas of expertise in operations.

6.3.2 Increase intelligence/information sharing among PARTIES, including but not limited to:

- (a) Conducting bi-monthly meetings with a minimum of one representative from each PARTY.
- (b) Increasing information sharing during operations.

6.3.3 Prior to Operations, PARTIES' Designated Operations Coordinator, in paragraph 6.4.3, shall submit an operational plan and schedule to the Integrated Planning Team (IPT) at least 72 hours prior to the operation.

6.3.3.1 The IPT is comprised of SHERIFF and CBP sworn personnel.

6.3.3.2 The role of the IPT is to provide support and guidance to the local, state, and federal law enforcement stakeholders within the grant.

6.3.4 Within 48 hours following the conclusion of each Operation:

6.3.4.1 Each PARTY shall complete a Daily Activity Report (DAR) form in Excel format, which will be submitted as supporting documentation for any reimbursement request. Information entered in the Narrative section of the DAR form shall include statistical data and report from Field Interviews (FIs), Arrest Reports, and/or Citations.

6.3.4.2 PARTIES' Designated Operations Coordinator in paragraph 6.4.3, or designee, shall enter and submit the same DAR information directly into DHS's Homeland Security Information Network (HSIN).

6.3.4.3 PARTIES' Designated Operations Coordinator or designee shall ensure DAR information entered in HSIN is correct and shall make necessary corrections until it is processed for approval.

6.4 Personnel Qualifications and Assignment

6.4.1 Qualifications

Each PARTY shall ensure that personnel assigned to perform Operations pursuant to this Agreement meet the minimum qualifications for their specific classification.

6.4.2 Management, Direction, and Supervision; Independent Contractors

The hiring, firing, management, direction, and supervision of each PARTY's personnel, the standards of performance, the discipline of each PARTY's personnel, and all other matters incident to the performance of such services, shall be performed by and be the responsibility of each PARTY in each PARTY's sole but reasonable judgment and in accord with the provisions of applicable labor agreements. Each PARTY shall be the appointing authority for all its personnel provided to OPSG by this Agreement. PARTIES shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to any other PARTY's personnel.

Each PARTY and its respective officers, agents, and employees are independent contractors and are not officers, agents, and employees of any other PARTY. Each PARTY's personnel are under the direct and exclusive supervision of that PARTY, and each PARTY assumes full responsibility for the performance of its own personnel in connection with this Agreement. No PARTY has the authority to bind any other PARTY.

6.4.3 Designated Operations Coordinators

SHERIFF shall select a Designated Operations Coordinator, at the rank of Sheriff's Lieutenant or higher, who shall manage and direct OPSG operations. All other PARTIES shall select a Designated Operations Coordinator for their respective agency under this Agreement. The Designated Operations Coordinator for each PARTY shall serve as their agency contact and shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement and shall be responsible for meeting and conferring in good faith to address any disputes which may arise concerning implementation of this Agreement.

6.4.4 Staffing for Basic Services

PARTIES shall ensure that adequate numbers of their qualified respective personnel are always provided to Operations during the term of this Agreement to meet the Basic Services, Scope of Services, and Standards of Service commitments set forth herein.

6.4.5 Equipment and Supplies

COUNTY will provide SHERIFF OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform Operations. Similarly, all other PARTIES will provide their respective OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard

issue equipment necessary to perform Operations unless otherwise specified in Exhibit D - FY 2023 OPSG Operations Order.

6.4.5.1 PARTIES are responsible for the procurement of their own equipment to be used in Operations.

6.4.5.2 PARTIES shall maintain an inventory list of all equipment purchased with OPSG funds and when practicable, equipment shall be labeled with: "*Purchased with funds provided by the U. S. Department of Homeland Security*".

7. COST OF SERVICES/CONSIDERATION

7.1 General

7.1.1 As full consideration for the satisfactory performance and completion by PARTIES of Operations set forth in this Agreement, COUNTY shall reimburse PARTIES for personnel assigned to perform Operations on the basis of claims and submittals as set forth hereunder. Such payments by COUNTY are dependent on the continued availability of funds from the DHS passed through the Cal OES.

7.1.2 PARTIES agree that awarded funds identified as allowable costs, as set forth in Exhibit G – FY 2023 Homeland Security Grant Program Notice of Funding Opportunity (HSGP NOFO), shall be expended only for approved Operations operating expenses, and equipment as detailed in Exhibit A – FY 2023 OPSG Budget Worksheet, and that unallowable costs are not reimbursable as set forth in Exhibit G – FY 2023 HSGP NOFO.

7.1.3 No reimbursement shall be made to a PARTY during any period of time within which that PARTY is in default on filing any informational or financial reports required by SHERIFF. SHERIFF shall make any necessary adjustments to PARTY claims to correct for overpayments, underpayments, or disallowances.

7.2 Project Costs/Rate of Compensation

SHERIFF shall reimburse PARTIES for overtime worked by personnel assigned to perform Operations and shall reimburse for costs approved in Exhibit D – FY 2023 OPSG Operations Order, based upon available funding and the actual costs incurred by PARTIES to provide Operations.

7.3 Method of Payment

PARTIES shall submit to SHERIFF, accurate and complete reimbursement forms, labor reports, timesheets, DARs, equipment and equipment maintenance invoices, procurement documents, purchase orders and/or contracts, and proof of payment, that represent amounts to be reimbursed under this Agreement within ninety (90) days from the date when expenditure was incurred. All requests for reimbursement shall be sent to:

Riverside County Sheriff's Office
Irina Sandoval / OPSG Grants Unit
1500 Castellano Rd
Riverside, CA 92509

7.3.1 Reimbursement forms and invoices must have the signature of PARTY's Authorized Agent, certifying that the invoice and substantiating documentation, e.g., DARs, timesheets, payroll and labor reports, procurement documents, etc., are true and correct.

7.3.2 PARTIES shall provide payroll records for each person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, task, regular hourly rate, overtime hourly rate, overtime hours worked, date(s) overtime worked, and fringe benefit rate and cost.

7.3.2.1 PARTIES shall make available to SHERIFF for inspection, upon request, all payroll records and any other records that relate to the Basic Services provided under this Agreement.

7.3.3 PARTIES shall submit to SHERIFF, verifiable and complete supporting documentation to substantiate reimbursement requests for service maintenance and/or equipment purchase, to include the equipment inventory ledger, certified copies of invoice, purchase order, proof of payment to vendor and procurement documentation.

7.3.3.1 PARTIES shall provide procurement records that show proof of compliance to 2 CFR 200.317-200.327 requirements, and documents that substantiate full and open competition, to include but not limited to copies of solicitation (RFQ, RFB, RFP), rationale for the method of procurement, contract policy, basis for the contract type and price, purchase request, statement of work and other pre-solicitation documents, cost/price analysis (if applicable), profit negotiation (if applicable), purchase orders, federal contract provisions with required language incorporated within contracts under federal award (as directed herein by Exhibit F – Federal Contract Provision), notice of award, record of protest, performance or other bond documents, specialized endorsements, suspension and debarment listing, etc.

7.3.3.2 PARTIES shall make available to SHERIFF for inspection and upon request, all procurement records that provide historical and background information to answer inquiries pertaining to the acquisition of service maintenance and/or equipment that may arise in a review or audit or until the grant record retention period expires.

7.3.4 PARTIES shall ensure awareness, understanding and compliance to all grant rules and procurement requirements. PARTIES shall be responsible in making sure that proper authorization are in place for any OPSG equipment purchase that require

specialized endorsement or approvals, including waiver request forms or Environmental Planning and Historic Preservation (EHP) compliance.

7.3.5 Noncompetitive procurements of equipment exceeding the \$250,000 simplified acquisition threshold established by Federal Acquisition Regulation (FAR) 48 CFR Subpart 2.1, in accordance with 41 U.S.C. 1908, will require prior written approval from Cal OES.

7.3.5.1 Prior to purchasing equipment determined to be noncompetitive, PARTIES shall provide SHERIFF by email a copy of their Purchasing Agent's approval for the noncompetitive procurement which SHERIFF will submit to Cal OES for approval.

7.3.6 PARTIES shall obtain a performance bond from vendors prior to procuring equipment items costing over \$250,000, or any vehicle, aircraft, or watercraft, to be paid at the time of purchase, in order to ensure delivery of the equipment within ninety (90) days of the performance period end date.

7.3.6.1 Performance bond shall be included for reimbursement with invoice.

7.3.7 Within ninety (90) business days upon receipt of valid invoice and supporting documentation specified in subparagraphs under 7.3, SHERIFF will reimburse PARTIES for the Basic Services agreed to.

7.3.8 Each PARTY shall manage their allocation and track their claims to ensure they remain within their allocated amount as specified in Exhibit A – FY 2023 OPSG Budget Worksheet.

7.4 Reimbursement Disallowances

PARTIES not in compliance with procedures in paragraph 7.3 above risk having incurred expenditures disallowed for reimbursement by SHERIFF. PARTIES that fail to submit claims for reimbursement within ninety (90) days will be notified in writing by SHERIFF that the claim(s) is/are past due, and funds allocated to the PARTY for that time period may be redistributed among other PARTIES.

8. PROGRAM/FINANCIAL ADMINISTRATION

8.1 PARTIES shall use as the primary reference in all programmatic, financial, and grant administration matters and adhere to the policies and regulations in Exhibit E - Title 2 of the Code of Federal Regulations Part 200 (2 CFR Part 200), Exhibit G – FY 2023 HSGP NOFO, Exhibit H – FY 2023 HSGP CA Supplement to the NOFO, and Exhibit I – FEMA Preparedness Grants Manual, in conjunction with updates issued by the Office of Management and Budget (OMB), Grants & Training (G&T) information bulletins, and Cal OES policy, regulations, and statutes.

8.1.1 Contract Provisions

PARTIES shall ensure that *all* contracts adhere to all applicable contract provisions stated in 2 CFR 200.317–200.327 and found in Appendix II - Contract Provisions for Non-Federal Entity Contracts under Federal Awards. Reimbursement claims associated with contracts that are found to be in noncompliance will be denied.

8.1.2 Methods of Procurement

PARTIES shall adhere to the procurement methods found in 2 CFR 200, Subpart D, Section 200.320.

9. REPAYMENT OF REIMBURSEMENTS

9.1 Any PARTY found through compliance assessments, audits, or monitoring site visits, to be out of compliance with paragraphs 7.3 and 8 above, shall retroactively repay SHERIFF, within ninety (90) days of notification, any reimbursement found out of compliance which was paid to PARTY during the term of, and even after the term, of this Agreement. This provision shall survive termination or expiration of this Agreement.

10. INDEMNIFICATION – WORKERS' COMPENSATION, EMPLOYMENT AND CLAIMS AND LIABILITY ISSUES

10.1 The COUNTY shall fully indemnify and hold harmless non-County PARTIES and their respective officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs and/or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

10.2 Each non-County PARTY shall fully indemnify and hold harmless the COUNTY, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective non-County PARTY or any contract labor provider retained by non-County PARTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective non-County PARTY or any contract labor provider retained by the non-County PARTY.

10.3 Each non-County PARTY shall fully indemnify and hold harmless the other non-County PARTIES, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective non-County PARTY or any contract labor provider retained by non-County PARTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective non-County PARTY or any contract labor provider retained by the non-County PARTY.

11. INDEMNIFICATION RELATED TO ACTS OR OMISSIONS; NEGLIGENCE

11.1 Claims Arising from Sole Acts or Omissions of a PARTY

Each PARTY to this Agreement hereby agrees to defend and indemnify the other PARTIES to this Agreement, their agents, officers, and employees, from any claim, action, or proceeding against the other PARTIES, arising solely out of its own acts or omissions in the performance of this Agreement. At each PARTY's sole discretion, each PARTY may participate at its own expense in the defense of any claim, action, or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this Agreement. PARTIES shall notify each other promptly of any claim, action, or proceeding and cooperate fully in the defense.

11.2 Claims Arising from Concurrent Acts or Omissions

The PARTIES hereby agree to defend themselves from any claim, action, or proceeding arising out of the concurrent acts or omissions of the PARTIES. In such cases, PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 11.4 below.

11.3 Joint Defense

Notwithstanding paragraph 11.2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 11.4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

11.4 Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, PARTIES may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

12. GENERAL PROVISIONS

12.1 Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows, or, to such other place as each PARTY may designate by subsequent written notice to each other:

To SHERIFF:

Sheriff
Riverside County Sheriff's Office
4095 Lemon Street
Riverside, CA 92501

To Non-County PARTIES:

Chief of Police
Costa Mesa Police Department
99 Fair Drive
Costa Mesa, CA 92626

Chief of Police
Hawthorne Police Department
12501 Hawthorne Blvd
Hawthorne, CA 90250

Chief of Police
Huntington Beach Police Department
2000 Main Street
Huntington Beach, CA 92648

Chief of Police
La Habra Police Department
150 N Euclid Street
La Habra, CA 90631

Chief of Police
Laguna Beach Police Department
505 Forest Ave
Laguna Beach, CA 92651

Chief of Police
Newport Beach Police Department
870 Santa Barbara Drive
Newport Beach, CA 92660

Chief of Police
Seal Beach Police Department
911 Seal Beach Blvd
Seal Beach, CA 90740

Sheriff
Los Angeles County Sheriff's Dept.
Special Enforcement Bureau
1060 North Eastern Avenue
Los Angeles, CA 90063

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when received.

12.2 Amendment; Assignment

This Agreement may be modified or amended only by a written document signed by the COUNTY through SHERIFF and the affected PARTY or PARTIES, and no oral understanding or agreement shall be binding on any PARTY or PARTIES. No PARTY shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other PARTIES.

12.3 Entire Agreement

This Agreement constitutes the complete and exclusive statement of agreement between the COUNTY and non-County PARTIES with respect to the subject matter hereto. As such, all prior written and oral understandings are superseded in total by this Agreement.

12.4 Construction

This Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to, and in accordance with, the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one PARTY.

12.5 Waiver

A waiver by COUNTY or non-County PARTIES of a breach of any of the covenants to be performed by COUNTY or non-County PARTIES shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. In addition, the failure of any PARTY to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by COUNTY or non-County PARTIES of either performance or payment shall not be considered a waiver of PARTY's preceding breach of this Agreement.

12.6 Authority to Enter Agreement

COUNTY and non-County PARTIES have all requisite power and authority to conduct their respective business and to execute, deliver, and perform the Agreement. Each PARTY warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective PARTY.

12.7 Cooperation

COUNTY through SHERIFF and Non-County PARTIES will cooperate in good faith to implement this Agreement.

12.8 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. SHERIFF will provide each PARTY with a copy of this Agreement once fully executed.

12.9 Severability

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any Court or other legal authority, or is agreed upon by the PARTIES, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to any PARTY is lost, then the Agreement may be terminated at the option of the affected PARTY, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

12.10 Legislative Changes

If any changes are made to regulations pursuant to which this Agreement is made or to any successor legislation or regulations, or if the DHS imposes any budget requirements or limitations applicable to this Agreement and the services to be provided hereunder, then (1) to the extent any of the changes are of mandatory application, such change(s) shall apply to the PARTIES in this Agreement, and this Agreement shall be deemed to be amended to be consistent with such changes(s) except to the extent that such change(s) alter(s) a material provision of this Agreement in which case such material provision shall be voidable and the PARTIES will negotiate in good faith to amend the Agreement as necessary, and (2) to the extent any of the changes are not of mandatory application, such change(s) shall not affect this Agreement or the right or obligations of COUNTY and non-COUNTY under this Agreement unless the PARTIES mutually agree to subject themselves to such changes(s).

12.11 Representation

Each PARTIES' Chief, and/or Sheriff, or their respective designee, shall represent its PARTY in all discussions pertaining to this Agreement. SHERIFF, or his or her designee, shall represent COUNTY in all discussions pertaining to this Agreement.

12.12 Dispute Resolution Concerning Services and Payment

In the event of any dispute concerning services and payment arising from this Agreement, representatives described in paragraph 12.11, will meet, and confer within ten (10) business days after receiving notice of the dispute to resolve the dispute.

12.13 Termination of Funding

If funding for reimbursement of costs related to Operations is terminated by the DHS, this Agreement in its entirety shall be considered null and void and COUNTY through SHERIFF and PARTIES shall no longer be required to provide Operations as described herein. In such event, PARTIES shall meet immediately, and if agreed upon by the PARTIES, mutually develop and implement within a reasonable time frame, a transition plan for the provision of Operations through alternate means.

12.14 Obligation

This Agreement shall be binding upon the successors of the PARTIES.

12.15 California Law

This Agreement is executed and delivered within the State of California and the rights and obligations of the PARTIES hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

IN WITNESS WHEREOF, the PARTIES hereto approve and agree to the terms of this Agreement, such Agreement being effective March 25, 2024, unless otherwise specified.

**RIVERSIDE COUNTY
SHERIFF'S OFFICE**

Chad Bianco
Sheriff-Coroner

**COSTA MESA POLICE
DEPARTMENT**

Ron Lawrence
Chief

**HUNTINGTON BEACH POLICE
DEPARTMENT**

Eric G. Parra
Chief

**LAGUNA BEACH POLICE
DEPARTMENT**

Jeff Calvert
Chief

Approved as to form and legality:

Minh C. Tran
OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

Amrit P. Dhillon
Deputy County Counsel

HAWTHORNE POLICE DEPARTMENT

Gary Tomatani
Chief

LA HABRA POLICE DEPARTMENT

Adam Foster
Chief

**NEWPORT BEACH POLICE
DEPARTMENT**

Joe Cartwright
Chief

**SEAL BEACH POLICE
DEPARTMENT**

Michael Henderson
Chief

**LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT**

Robert G. Luna
Sheriff

Approved as to form:
DAWYN R. HARRISON
OFFICE OF THE COUNTY COUNSEL
COUNTY OF LOS ANGELES

Michele Jackson
Principal Deputy County Counsel

**FY 2023 OPERATION STONEGARDEN
RIVERSIDE COUNTY SHERIFF'S OFFICE - SUB-RECIPIENT
SUMMARY**

AGENCY NAME	Budget Narrative Category									TOTAL
	A	B	C	D	E	F	G	H	I	
	Operational OT	Fringe Benefits	Vehicle/Vessel Maint	Equip Maint	New/Replace Equip	Fuel Costs	Mileage	Flight Costs	M&A	
Riverside County Sheriff's Department	\$ 259,436	\$ 12,354	\$ -	\$ -	\$ 399,200	\$ -	\$ 27,510	\$ -	\$ 145,000	\$ 843,500
Costa Mesa Police Department	\$ 116,263	\$ -	\$ -	\$ -	\$ 72,000	\$ -	\$ 2,737	\$ -	\$ -	\$ 191,000
Hawthorne Police Department	\$ 106,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,000
Huntington Beach Police Department	\$ 199,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,000	\$ -	\$ 225,000
La Habra Police Department	\$ 65,776	\$ 7,652	\$ -	\$ -	\$ 133,500	\$ -	\$ 1,572	\$ -	\$ -	\$ 208,500
Laguna Beach Police Department	\$ 35,572	\$ 515	\$ -	\$ -	\$ 80,000	\$ -	\$ 4,913	\$ -	\$ -	\$ 121,000
Los Angeles County Sheriff's Department	\$ 885,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 885,000
Newport Beach Police Department	\$ 93,642	\$ 1,358	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000
Seal Beach Police Department	\$ 102,161	\$ 1,481	\$ -	\$ -	\$ 89,000	\$ -	\$ 2,358	\$ -	\$ -	\$ 195,000
Grand Total Riverside County Region	\$ 1,862,850	\$ 23,360	\$ -	\$ -	\$ 803,700	\$ -	\$ 39,090	\$ 26,000	\$ 145,000	\$ 2,900,000

Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)
FY 2023 Standard Assurances
 (All OPSG Participating Agencies)

Name of Agency: _____

Address: _____

City: _____ State: _____ Zip Code: _____

As the duly authorized representative of the Agency ("Agency") named above, I hereby certify that the Agency has the legal authority to apply for federal assistance and has the institutional, managerial and financial capability (including sufficient funds to pay any non-federal share of project cost or to retroactively repay any reimbursement found out of compliance which was paid to Agency, for as long as the grant is active) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Agency 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) HSGP California State 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 \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Agency hereby agrees to comply with the following:

1. Proof of Authority

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

- (a) To provide all matching funds required for said project and that any cash match will be appropriated as required;
- (b) That any liability arising out of the performance of this agreement shall be the responsibility of the Agency and the city council, governing board or authorized body;
- (c) That grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body;

- (d) That the Agency is authorized by the city council, governing body, 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, or to retroactively repay any reimbursement found out of compliance which was paid to Agency, for as long as the grant is active) to ensure proper planning, management and completion of the project described in this application; and
- (e) That the official executing this agreement is, in fact, authorized to do so.

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

2. Period of Performance

The Agency is only authorized to perform allowable activities approved under the award, within the period of performance specified in the grant. Allowable activities may be initiated after approval of the award.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. 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 Agency 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 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 Agencies shall certify and disclose accordingly.

The Agency 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 Agency 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 (EO) 12549 and 12689, and 2 C.F.R §200.213 and codified in 2 C.F.R Part 180, Debarment and Suspension, the Agency will provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The Agency certifies that it and its principals, contractors, or subcontractors:

- (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 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 Agency 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 Agency will comply with all state and federal statutes relating to non-discrimination. These include, but are not limited to the following:

- (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, as amended (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, as amended (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, which prohibits discrimination on the basis of disability, and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. § 12101-12213);
- (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 (E.O.) 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 (E.O.) 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;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Agency will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code § 12940, 12945, 42945.2), 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) which may apply to the application.

6. Drug-Free Workplace

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

7. Environmental Standards

The Agency 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 Orders (EO) 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 (EO) 11988
- (g) Executive Order (EO) 11514 which sets forth national environmental standards;
- (h) Executive Order (EO) 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 (EO) 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);
- (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 Agency 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 grant recipients expending \$750,000 or more in federal grant funds annually, the Agency 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. Access to Records

In accordance with 2 C.F.R § 200.336, the Agency 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 Agency will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Agency will establish safeguards to prohibit the Agency'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 Agency will comply with 31 U.S.C § 3729-3733 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Agency agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Agency 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.

14. Human Trafficking

The Agency will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient 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; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Agency 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 Agency 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 Agency 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 Agencies 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 (EO) 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
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 C.F.R. 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 Agency 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 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 to 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

Agencies are 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 Agency 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 Agency 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. Acknowledgement of Federal Funding from DHS

All Agencies must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

All Agencies 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. All Agencies who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. Agencies may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

24. Copyright

All Agencies 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.

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 Agencies 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

All Agencies 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

All Agencies are 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

All Agencies 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, all Agencies 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

All Agencies who receive federal financial assistance awards made under programs that prohibit supplanting by law 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, Agencies are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All Agencies are 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

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

33. Terrorist Financing

All Agencies must comply with Executive Order (EO) 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Agencies are legally responsible to ensure compliance with the EO and laws.

34. Reporting of Matters Related to Subrecipient Integrity and Performance

If the total value of the Agency'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, you 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

All Agencies must comply with the 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

All Agencies must obtain permission from 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.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Agency recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Agency, its successors, transferees, assignees, etc. 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 Agency 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 Agency may be ineligible for award of any future grants if Cal OES determines that any of the following has occurred: (1) the Agency 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. All Agencies are bound by the [Department of Homeland Security Standard Terms and Conditions 2023, Version 2](https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions), 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 above-named Agency.

Name of Agency: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Email Address: _____

EXHIBIT C

Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)
CERTIFICATION REGARDING LOBBYING UNDER FY2023 OPSG
(All OPSG Participating Agencies)

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 of Lobbying Activities,' 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.

Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)
CERTIFICATION REGARDING LOBBYING UNDER FY2023 OPSG
(All OPSG Participating Agencies)

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.

Name of Agency: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-204

Meeting Date: 5/21/2024

TITLE:

FISCAL YEAR (FY) 2024-2025 ANNUAL ACTION PLAN IDENTIFYING FUNDING PRIORITIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS GRANT (HOME) PROGRAMS

**DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES
DEPARTMENT/HOUSING AND COMMUNITY DEVELOPMENT DIVISION**

PRESENTED BY: MIKELLE DAILY, GRANT ADMINISTRATOR

CONTACT INFORMATION: MIKELLE DAILY, GRANT ADMINISTRATOR, (714) 754-5678

RECOMMENDATION:

Staff recommends the City Council:

1. Hold a Public Hearing regarding the FY 2024-2025 Annual Action Plan.
2. Approve the recommended allocation of \$1,189,331 for FY 2024-2025 Community Development Block Grant, which includes the annual allocation of \$971,431 prior year(s) uncommitted program funds in the amount of \$187,000, and \$30,900 in CDBG program income (CDBG lien/loan repayment).
3. Approve the recommended allocation of \$558,943 for the Fiscal Year 2024-2025 HOME Investment Partnerships Grant, which includes the annual allocation of \$395,571 prior year(s) unused administrative resources in the amount of \$54,702, and \$108,670 in program income (HOME lien/loan repayments).
4. Adopt Resolution No. 2024-XX in order to:
 - a. Approve the FY 2024-2025 Annual Action Plan.
 - b. Authorize the City Manager, or the City Manager's designee, to submit the FY 2024-2025 Annual Action Plan to the U.S. Department of Housing and Urban Development.
 - c. Designate the City Manager, or the City Manager's designee, as the official representative of the City to administer the programs and to execute and submit all required agreements, certifications, and documents required by HUD, and execute all subrecipient agreements for the use of funds approved in the FY 2024-2025 Annual Action Plan.
5. Provide direction regarding an update of our Public Service Grant guidelines and rating rubric as described in the staff report.



Agenda Report

File #: 24-204

Meeting Date: 5/21/2024

TITLE: FISCAL YEAR (FY) 2024-2025 ANNUAL ACTION PLAN IDENTIFYING FUNDING PRIORITIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS GRANT (HOME) PROGRAMS

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/HOUSING AND COMMUNITY DEVELOPMENT DIVISION

PRESENTED BY: MIKELLE DAILY, GRANT ADMINISTRATOR

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5. Provide direction regarding an update of our Public Service Grant guidelines and rating rubric as described in the staff report.

BACKGROUND:

Costa Mesa is a recipient of two U.S. Department of Housing and Urban Development (HUD) grant program funds: (1) the Community Development Block Grant (CDBG) Program and (2) the HOME Investment Partnerships Program (HOME). These two HUD programs annually provide approximately \$1.5 million to the City and can be used for various activities that assist low- and moderate- income Costa Mesa residents.

The Housing and Community Development Division (HCD) of the Development Services Department is responsible for administering the City's CDBG and HOME grants. CDBG and HOME-funded activities must address the needs outlined in the City's Consolidated Plan.

FIVE-YEAR CONSOLIDATED PLAN

The Consolidated Plan is a five-year planning document required by HUD for all communities receiving federal community development grant funds. The current Consolidated Plan was approved by the City Council on May 19, 2020 and covers FY 2020-21 through FY 2024-25. The following five-year goals are identified in the 2020-2024 Consolidated Plan:

- Goal 1: Housing Preservation - To provide decent and affordable housing through a variety of activities, including owner-occupied housing rehabilitation, code enforcement, and rental housing acquisition/rehabilitation.
- Goal 2: Infrastructure and Facility Improvements - To enhance the suitability of the living environment through improvements to public infrastructure and facilities.
- Goal 3: Homeless Continuum of Care - To provide supportive services and housing assistance for homeless persons and homelessness prevention.
- Goal 4: Public Social Service - To provide services for low- and moderate-income persons, and those with special needs, including fair housing services.
- Goal 5: Program Administration - To provide administration of the CDBG and HOME programs, ensuring effective and efficient delivery of programs and services and complying with all HUD program requirements.

The Consolidated Plan also includes a five-year strategic plan that identifies community needs, and strategies, programs and resources to address those needs. Its five-year cycle will end on June 30, 2025. The Consolidated Plan can be found on the City's website at: [Consolidated Plan](#)

ANNUAL ACTION PLAN

The Annual Action Plan is the component of the Consolidated Plan that is revised annually. It links the goals identified in the City's 2020-2024 Consolidated Plan to the planned annual expenditure of CDBG and HOME funds. The City must submit the Annual Action Plan to HUD in May of each year to comply with HUD requirements and continue to receive these federal funds. However, HUD issued Community Development and Planning (CPD) Notice 24-01 advising Grantees not to submit their Action Plan until after the 2024 allocations have been announced. Allocation amounts were announced on May 7, 2024

and Costa Mesa has 60 days from that date to submit the Annual Action Plan to meet the regulatory requirement.

The City is required to provide a 30-day public comment period and to hold a public hearing before approving and submitting the Annual Action Plan to HUD. In order to meet this requirement, the HUD CPD Notice indicates that the Plan may include estimated funding amounts to meet public participation procedures. The draft plan provided for public comment from April 20th to May 21, 2024, included estimated funding amounts with a contingency provision: *“Consistent with HUD guidelines, once HUD announces CDBG and HOME awards for FY 2024-2025, the City will adjust the funding for activities listed in the annual Action Plan proportionally in order to equal the final grant awards, or as otherwise directed by the City Council.”* This language was also included in the Public Notice. The actual allocation amounts replaced the estimated amounts in the draft plan once HUD made the announcement on May 7, 2024. This agenda report reflects the actual allocation amounts.

ANALYSIS:

PROPOSED 2024-25 ANNUAL ACTION PLAN

Fiscal Year 2024-25 is the last year of the five-year 2020-2024 Consolidated Plan cycle. The period covered by the FY 2024-25 Action Plan begins July 1, 2024, and ends June 30, 2025.

Both CDBG and HOME funds have specific program requirements. For example, CDBG funds must be utilized to achieve one of three national objectives: 1) elimination of slums or blight, 2) to meet an urgent need (e.g., declared disaster), or 3) to benefit low- and moderate- income persons. HOME funds must be used to preserve or increase housing opportunities for low- income residents in Costa Mesa.

Lower income persons are defined by HUD as an individual with a household income equal to or less than 80 percent of the County median income. (The 2024 median family income for Orange County is \$129,000). Income limits are based on family size and are adjusted annually by HUD. HUD 2024 Orange County (OC) income limits effective 4/1/2024 are shown below:

Household Size	Household Income at 50% of OC Median Income (Very Low Income)	Household Income at 80% of OC Median Income (Low Income)
1-Person	\$55,250	\$88,400
2-Person	\$63,100	\$101,000
3-Person	\$71,050	\$113,650
4-Person	\$78,900	\$126,250
5-Person	\$85,250	\$136,350
6-Person	\$91,550	\$146,450
7-Person	\$97,850	\$156,550
8-Person	\$104,150	\$166,650

CDBG Funds

The City will receive \$971,431 in CDBG funds for FY 2024-25, a four percent decrease from the amount received in FY 2023. Additionally, \$187,000 in prior year uncommitted program funds and \$30,900 in

CDBG program income will be available to CDBG-eligible activities. Staff is recommending funding in five primary program areas: (1) Capital Improvements, (2) Public Services Grants, (3) Housing Rehabilitation Administration, (4) Community Improvement/Code Enforcement, and (5) Program Administration.

Capital Improvements

CDBG funds may be used to improve infrastructure and public facilities, provided the primary beneficiaries are low- and moderate- income Costa Mesa residents. Capital projects funded with CDBG funds must be appropriate for the amount of funding available, consistent with the Consolidated Plan, and capable of being completed and funds expended within required CDBG timelines.

The City's HCD staff solicited proposals for eligible projects from City departments in February 2024. The Public Works Department requested a minimum of \$350,000 in funds to replace the roof at the Costa Mesa Senior Center. No other CDBG-eligible projects were identified. The Costa Mesa Senior Center serves more than 3,400 individuals per year and 2,911 of those served are age 62 and over, a population that is "presumed" as low- income by HUD. The Senior Center is located in an area where 77% of the residents are low- and moderate- income according to current HUD data available.

Available CDBG funds (approximately \$414,331) are proposed to be used for the roof replacement of the Senior Center located at 695 W. 19th Street, Costa Mesa, CA. If funds are remaining after the completion of the Senior Center roof replacement, they will be uncommitted from the roof project and made available for another CDBG-eligible Infrastructure or public facility project, to be determined at a future date.

Public Services

The City is allowed to earmark up to 15% of its annual CDBG allocation to fund public services. Based on the FY 2024-25 CDBG allocation, staff is recommending the City allocate the maximum allowable amount of \$145,714 for public services.

Public services are defined as social service programs that primarily benefit low- and moderate- income residents. These programs may be administered by City staff or by local nonprofit agencies through a subrecipient agreement. Staff recommends allocating \$30,000 to fund a portion of the salary for the City's Senior Center Community Outreach Worker position. The City's Community Outreach Worker assists senior clients by connecting them to appropriate community agencies, services and resources and provides support for their physical, mental, emotional and social health. This leaves \$115,714 available to fund public services grants (PSGs) for community-based non-profit organizations.

On January 16, 2024, the City released a request for PSG applications. Nine eligible PSG applications requesting a total of \$240,000 were received by the due date of February 9, 2024. On March 7, 2024, the City's Housing and Public Service Grant Committee (H&PSG Committee) convened to listen to presentations from non-profit organizations to finalize the rating process of the applications for grant funds, and to develop public service grant funding recommendations for the City Council's consideration.

In addition to developing grant funding recommendations, the City's H&PSG Committee also discussed a desire to update the guidelines and rating criteria for the public services application to reflect

changing community priorities at their next scheduled meeting in September 2024. Items to consider include possible changes to the maximum and minimum grant amounts, ratings that reflect a funding preference for small charities that are making a big difference, and weighted ratings that reflect the impact of a small CDBG grant on the organization's total operating budget. The updated criteria and requirements would be included with the first public service grants application for the new Consolidated Plan term covering FY 25-26 through 29-30.

The H&PSG Committee recommends funding six of the nine PSG applications received (refer to Table 1 below). The Fair Housing Foundation application will be funded with administration funds this year as it has been for the last two years. (Funding for Fair Housing is a HUD requirement and is eligible for funding from either the administration portion or the PSG portion of the CDBG allocation).

The H&PSG Committee's ratings, rankings, and grant recommendations are provided as an attachment to this report for the City Council's consideration. The attachment also includes a summary of grant applications and a three-year funding history of CDBG public service grants. The H&PSG Committee's grant recommendations are listed in the proposed CDBG budget below. A complete copy of all PSG applications submitted are posted on the City's website at: [CDBG Applications](#).

Housing Rehabilitation Program Administration

Staff recommends allocating \$50,000 in CDBG funding for staff and other direct costs associated with administering the City's HOME-funded housing rehabilitation program. Examples of eligible costs include costs associated with staff preparation of work specifications, property inspections, and loan/grant application processing. Refer to the discussion under the HOME funds section of this report for further details regarding the Housing Rehabilitation program.

Community Improvement/Code Enforcement

CDBG funds may be used for code enforcement activities, provided the program primarily benefits low- and moderate- income persons, and that such activities "together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area." The core of this regulation is that any CDBG-funded code enforcement activity must have a direct connection to rehabilitation or improvement of housing in a CDBG-eligible area. For FY 2024-25, staff recommends an allocation of \$385,000 in CDBG funds to support the work effort of two full-time and one part-time City Community Improvement Officers. Activity will be limited to eligible low- and moderate- income Census Tract Block Groups identified by HUD. The goal of community improvement activities in these areas is to connect property owners, residents and other members of the community with resources and programs to resolve substandard housing conditions in an overall effort to improve the quality of life within these neighborhoods.

Administration

HUD allows the City to allocate up to 20 percent of its annual grant for planning and program administration. Based on the City's FY 2024-25 allocation, a maximum of \$194,286 can be allocated for program administration. Eligible program administration expenditures include program staff salaries and benefits, contract services, legal services, direct program operating costs and fair housing costs (if not funded through the public services allocation). The City is required by HUD to fund a Fair Housing Program, which provides education, counseling and enforcement services for Costa Mesa households.

Staff recommends allocating \$20,000 from administration to fund the Fair Housing Foundation to provide fair housing services to the community and comply with federal regulations.

TABLE 1 – CDBG FUNDS AVAILABLE FUNDS		
FY 2024-2025 CDBG Allocation	\$971,431	
FY 2024-2025 Uncommitted CDBG Allocation	\$187,000	
FY 2023-2024 CDBG Program Income	\$30,900	
	TOTAL:	\$1,189,331
PROPOSED PROGRAMS/PROJECTS		
Community Improvement/Code Enforcement		
➤ Salary & Benefits 2 FT & 1 PT Officers	\$385,000	
	SUBTOTAL:	\$385,000
Capital Improvement Projects		
➤ Public Facilities and Infrastructure Improvements	\$414,331	
	SUBTOTAL:	\$414,331
Public Service Grants (15% Maximum)		
➤ City of Costa Mesa – Senior Services Community Outreach Worker	\$30,000	
➤ Boys & Girls Clubs of Central Orange Coast (YES)	\$14,464	
➤ Families Forward	\$28,500	
➤ Human Options	\$28,500	
➤ Project Hope Alliance	\$23,750	
➤ Trellis International	\$20,500	
	SUBTOTAL:	\$145,714
Housing Rehabilitation		
➤ Housing Rehabilitation Administration	\$50,000	
	SUBTOTAL:	\$50,000
Administration (20%) Maximum		
➤ CDBG Program Administration	\$174,286	
➤ Fair Housing Foundation	\$20,000	
	SUBTOTAL:	\$194,286
	TOTAL:	\$1,189,331

HOME Funds

The City will receive a HOME grant allocation of \$395,571 for FY 2024-25. Additionally, \$108,670 in program income and \$54,702 in prior year administrative resources are available. Staff recommends allocating FY 2024-25 HOME funds for four activities: (1) Single-family housing rehabilitation loans and grants program, (2) Affordable Housing Development - Community Housing Development Organization (CHDO) qualified, (3) Tenant Based Rental Assistance (TBRA) program, and (4) Program Administration.

The City must reserve a minimum of 15 percent of annual HOME funds for an affordable housing project to be undertaken by a qualified nonprofit housing developer known as a Community Housing

Development Organization (CHDO). The City is also allowed to use a maximum of 10 percent of the current allocation of HOME funds for program administration.

The City anticipates additional administration expenses during FY 2024-25 for consulting costs to complete the required 2025-2029 Analysis of Impediments, the planning process for the required 2025-2029 Consolidated Plan, and consulting costs for the research and implementation of a grants administration system compatible with TESSA and the City's new Enterprise Resource Planning (ERP) system. The additional resources available from prior year(s) unused administration funds have been identified for use for these additional expenses.

Single-family Housing Rehabilitation Grant and Loan Program

Staff is recommending an allocation of \$255,349 in HOME funds for the City's Housing Rehabilitation Loan and Grant Program. Program funds must be used to correct nonconforming uses, remedy code violations, and repair and improve deteriorating properties, with the goal of providing decent and safe housing conditions. The program will offer grants up to \$15,000 for mobile homes and \$20,000 for single family homes. The grant amounts are increased from \$12,500 and \$17,500 respectively over last year's program maximums to account for increased labor and material costs due to inflation and post-pandemic price increases.

Deferred zero interest loans of up to \$50,000 are available as part of the Housing Rehabilitation Grant and Loan Program for single family homes. The property value after rehabilitation cannot exceed 95 percent of the HUD median purchase price for the City, which HUD calculates at \$765,000 for Orange County based on an unadjusted median home value of \$805,000. HUD's calculation for Orange County would exclude nearly all of the single-family homes in Costa Mesa from eligibility for a HOME funded rehabilitation loan from the City. However, HUD regulations allow the City to request approval of an increase to the Median Area Purchase Price Limit based on a 3-month survey of single-family home sales in the most recent 12-month period. The City received a report of sales from April 2023 through March 2024 from Orange Coast Title showing that the median home value of a single-family home in Costa Mesa is \$1,500,000. The City is requesting that HUD approve the median area purchase price as calculated by reported sales in Costa Mesa to increase the number of eligible homes for rehabilitation loans to include those with after rehab values of \$1,439,250 for FY 2024. The subject property must be owner-occupied and serve as the principal residence of the eligible low- to very low-income household applying.

The proposed allocation is estimated to fund approximately 10 grants and one loan annually. Historically, this program has primarily funded improvements to mobile homes and focused on grants instead of loans. If the increase to the median area purchase price limit is approved, the City hopes to see an increase in loan applications. The after-rehab value limit for single family homes in FY 2023-2024 was \$1,163,750 and one home was approved for a loan.

Community Housing Development Organization (CHDO) Affordable Housing Funds

HOME program regulations require that a minimum of 15 percent of the City's annual grant allocation be reserved for the CHDO (a community-based nonprofit development entity). Based on the City's FY 2024-25 HOME grant, \$59,335 is the minimum CHDO set-aside requirement. HUD has suspended the 24-month commitment deadline requirement indefinitely for CHDO set-aside funds. As a result, these

funds are set aside and accrue each year pending an eligible development application from a CHDO. Most recently, CHDO funds were used to assist the “Motel 6 rehabilitation project”.

Tenant Based Rental Assistance (TBRA)

Staff is recommending allocating \$150,000 in HOME funds for the City’s Tenant Based Rental Assistance Program. Families Forward has been operating the Costa Mesa TBRA program since 2020-2021. The program provides rental assistance for families with minor children for up to 24 months. The TBRA rental subsidy covers rental costs, security deposits and utilities and reduces the housing cost for participating households to 30% of the household’s monthly adjusted income. To receive TBRA assistance, both the household and the housing unit must be eligible.

Eligible households include:

- Households with incomes at or below 60% Area Median Income (AMI) (e.g., \$94,680 for a household of four persons) with a severe housing cost burden (i.e., housing costs equal to 50% or more of the household monthly income); or
- Households meeting the HUD “At Risk of Homelessness” definition in the Code of Federal Regulations - 24 CFR Part 91 (e.g., household income at 30% AMI or below and insufficient resources to prevent them from moving to an emergency shelter and meets one of five additional conditions as listed in the regulations); or Households experiencing homelessness and having strong ties to the City (live/work/school).

Eligible units are required to comply with a HUD Housing Quality Inspection and occupancy standards, have a lease between the tenant and landlord, and have a rental assistance payment contract between the landlord and the TBRA program administrator.

Program Administration

The City may use up to 10 percent of its annual grant for HOME program administration. Based on the City’s FY 2024-25 allocation, \$39,557 is available for HOME program administration. Additional administrative funds of \$54,702 are available for the additional administrative expenses described above, that are expected during FY 2024-25. Eligible administration expenditures include program staff salaries and benefits, contract services, and legal services which may be required to implement the funded activities.

TABLE 2 – HOME FUNDS AVAILABLE FUNDS		
FY 2024-2025 HOME Allocation	\$395,571	
Previous Year(s) Unused Administrative Funds	\$54,702	
FY 2023-2024 HOME Program Income	\$108,670	
	TOTAL:	\$558,943
PROPOSED PROGRAMS/PROJECTS		
Housing Rehabilitation		
➤ Single Family Housing Rehab Loans & Grants	\$255,349	
	SUBTOTAL:	\$255,349
Affordable Housing CHDO Reserve (15% minimum)		
➤ CHDO Reservation – Project to be determined	\$59,335	

	SUBTOTAL:	\$59,335
Tenant Based Rental Assistance		
➤ Families Forward Costa Mesa TBRA	\$150,000	
	SUBTOTAL:	\$150,000
Administration (10% Maximum of annual allocation)		
➤ FY 2023-2024 Program Administration	\$39,557	
➤ Prior Year(s) Program Administration	\$54,702	
	SUBTOTAL:	\$94,259
	TOTAL:	\$558,943

Noticing Requirements and Public Comment

As required by HUD, a notice was published in local newspapers in Spanish and English on April 20, 2024, inviting the public to review and comment on the draft 2024-2025 Annual Action Plan. The comment period began April 20, 2024, and concludes on May 21, 2024. The notice also announced the May 21, 2024, City Council public hearing. At the time this report was drafted, no comments were received.

Program Changes

Each year, staff continually evaluates the effectiveness of our housing assistance programs, including those funded by CDBG and HOME dollars. Staff believes that an increase in the grant amount for the grants available to residents through the City’s Single-Family Housing Rehabilitation program is necessary as previously mentioned in this staff report. Grant amounts will be increased to \$15,000 from \$12,500 for mobile homes and to \$20,000 from \$17,500 for single family homes.

Additionally, staff is seeking Council direction regarding the potential changes to the public service application guidelines and rating criteria as described in this report. Updates that the Housing and Public Service Grants Committee would like to consider at their meeting in September include:

- Possible changes to the maximum and minimum grant amounts;
- Ratings that reflect a funding preference for small charities that are making a big difference; and
- Weighted ratings that reflect the impact of a small CDBG grant on the applicant organization’s total operating budget.

The intent is to align the application and rating criteria with the City’s changing community priorities, while keeping the regulatory requirements for CDBG funding in the application materials. If the City Council directs staff to work with the H&PSG committee to update the application process, staff will return with the updated application, guidelines, and rating criteria after the H&PSG September meeting for City Council consideration.

ALTERNATIVES:

The City Council can choose not to fund the proposed activities recommended by staff and allocate CDBG or HOME funds to other eligible activities. The City Council can also direct staff to not submit the Action Plan; however, if the City does not submit the Action Plan, HOME funds will most likely be

returned to the U.S. Treasury, and the City's CDBG funds will be distributed proportionally among other Orange County jurisdictions that receive CDBG funds.

FISCAL REVIEW:

This action does not have a fiscal impact to the General Fund. For FY 2024-25 the City will receive an annual allocation of \$971,431 in CDBG funds and \$395,571 in HOME funds to fund the programs outlined above.

LEGAL REVIEW:

The City Attorney's Office has reviewed and approved this agenda report and the attached resolution 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:

The draft 2024-2025 Annual Action Plan has been prepared according to HUD regulations and outlines how the City will utilize FY 2024-2025 CDBG and HOME funds to meet federal objectives and the goals of the City's adopted five-year Consolidated Plan. Staff recommends that the City Council adopt the FY 2024-2025 Annual Action Plan and authorize its submittal to HUD.

In addition, staff is seeking Council direction regarding the potential changes to the public service application rating criteria as described in this report. If the City Council directs staff to work with the H&PSG committee to update the application process, staff will return with the updated application, guidelines and rating criteria after the H&PSG September meeting for City Council to consider on the consent calendar.

RESOLUTION NO. 2024-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING AND AUTHORIZING SUBMISSION OF THE 2024-2025 ANNUAL ACTION PLAN FOR THE APPLICATION AND EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS ACT FUNDS TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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

WHEREAS, the City of Costa Mesa participates in the United States Department of Housing and Urban Development's ("HUD") Community Development Block Grant (CDBG) Program and also participates in HUD's Home Investment Partnerships Program (HOME); and

WHEREAS, in order to receive annual allocations from these HUD programs, the City is required to prepare a five-year strategic plan outlining the use of the grants and strategic vision for affordable housing and community development in the City known as the Consolidated Plan; and

WHEREAS, the City's current Consolidated Plan, was adopted on May 19, 2020, and will expire on June 30, 2025; and

WHEREAS, the federal regulations (Title 24 Code of Federal Regulations Part 91) delineate the required content of the Consolidated Plan, including an annual application and expenditure plan for CDBG and HOME funds, known as the Annual Action Plan; and

WHEREAS, the City is eligible to receive \$971,431 in 2024-2025 CDBG funds, which can be used for social service grants, housing rehabilitation, public facilities and administration, and is also eligible to receive \$395,571 in 2024-2025 HOME funds, which can be used for housing and administration as set forth in the 2024-2025 Annual Action Plan (Exhibit A); and

WHEREAS, the City made the 2024-2025 Annual Action Plan available for the required 30-day public review period between April 20, 2024 and May 21, 2024; and

WHEREAS, the City has published a notice of a public hearing for the 2024-2025 Annual Action Plan in English and Spanish; and

WHEREAS, in the 2024-2025 Annual Action Plan, the City has considered all public comments which have been received either in writing or at the public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES as follows:

SECTION 1. The City Council hereby approves the 2024-2025 Annual Action Plan, attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. The City Council hereby authorizes the City Manager, or the City Manager's designee, to submit the 2024-2025 Annual Action Plan to HUD and execute all certifications and assurances contained therein to approve minor changes and provide additional information as may be required.

SECTION 3. The City Council hereby designates the City Manager, or the City Manager's designee, as the City's official representative to administer the programs and execute and submit all required agreements, certifications, and documents required by HUD. The City Council further authorizes the City Manager, or City Manager's designee, to execute all subrecipient agreements with the nonprofit organizations receiving allocations of CDBG funds approved in the 2024-2025 Annual Action Plan.

PASSED AND ADOPTED this 21st day of May 2024.

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. 2024-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 21st day of May 2024, by the following roll call vote, to witness:

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 22nd day of May 2024.

Brenda Green, City Clerk

2024-2025 PUBLIC SERVICE GRANT APPLICATION SUMMARIES

HOMELESS SERVICES	
Families Forward – Affordable Housing Support	
Proposed Service:	The program will provide housing support services for homeless Costa Mesa families with children
Amount Requested:	\$30,000 for staff salaries and support services
CM Residents to be Assisted:	50
Committee Recommendation:	\$30,000 (Rating: 78/100) <i>adjusted based on actual allocation \$28,500</i>
Human Options – Second Step Transitional Housing Program	
Proposed Service:	Transitional housing & support services for survivors of domestic violence
Amount Requested:	\$30,000 for Case Manager and Supervisor salaries
CM Residents to be Assisted:	70
Committee Recommendation:	\$30,000 (Rating: 76.3/100) <i>adjusted based on actual allocation \$28,500</i>
SENIOR SERVICES	
City of Costa Mesa – Senior Social Services	
Proposed Service:	Counseling and referral services for seniors provided by social worker at the Costa Mesa Senior Center
Amount Requested:	\$30,000 for program staff salaries
CM Residents to be Assisted:	260
Committee Recommendation:	\$30,000 (Unrated – City Program)
Community SeniorServ – Meals on Wheels	
Proposed Service:	This senior meal program will provide home-delivered meals and quick assessment for homebound seniors to ensure health and safety
Amount Requested:	\$20,000 for raw food costs
CM Residents to be Assisted:	30
Committee Recommendation:	\$0 (Rating: 77.8/100 – other funding source available?)
Community SeniorServ – Lunch Café	
Proposed Service:	The program provides seniors with hot lunch 5 days per week at the Costa Mesa Senior Center. They also offer a “grab-n-go” option.
Amount Requested:	\$20,000 for raw food costs
CM Residents to be Assisted:	135
Committee Recommendation:	\$0 (Rating: 76.7/100 – other funding source available?)
Trellis International – Labors of Love	
Proposed Service:	Manual labor projects to help low-income seniors
Amount Requested:	\$30,000 for program salaries and supplies
CM Residents to be Assisted:	30
Committee Recommendation:	\$21,575 (Rating: 76.2/100) <i>adjusted based on actual allocation \$20,500</i>

YOUTH SERVICES	
Project Hope Alliance – In—Place Case Management for Homeless CM Students	
Proposed Service:	Wrap-around services for NMUSD students experiencing homelessness. Funds will be used to provide one-on-one case management, mentoring, tutoring, college and FAFSA application assistance, job search assistance, basic needs support like food.
Amount Requested:	\$30,000 for program staff salaries
CM Residents to be Assisted:	125
Committee Recommendation:	\$25,000 (Rating: 80.2/100) <i>adjusted based on actual allocation \$23,750</i>
Stand UP for Kids	
Proposed Service:	Program provides pre-employment counseling, mock interview skills training, job counseling, and job referrals for youth.
Amount Requested:	\$30,000 for program staff salaries
CM Residents to be Assisted:	15
Committee Recommendation:	\$0 (Rating: 71.7/100)
(Previously funded as YES – Youth Employment Services)	
Boys & Girls Clubs of Central Orange Coast – Workforce Development	
Proposed Service:	No-cost job readiness programming that prepares low-income Costa Mesa youth ages 16-24 to search, interview for, secure and maintain meaningful employment.
Amount Requested:	\$30,000 for program staff salaries
CM Residents to be Assisted:	1,000
Committee Recommendation:	\$15,000 (Rating: 70.5/100) <i>adjusted based on actual allocation \$14,464</i>
LOW- AND MODERATE-INCOME SERVICES	
Fair Housing Foundation – Fair Housing Program (HUD-Required – Paid out of Admin)	
Proposed Service:	Program will provide fair housing education, counseling and enforcement services in compliance with federal program regulations
Amount Requested:	\$20,000 for program staff salaries and related program and admin costs
CM Residents to be Assisted:	186
Committee Recommendation:	\$20,000

2024-2025 CDBG PUBLIC SERVICE GRANT

Housing & Public Service Grant Committee Recommendations

	<u>Applicant</u>	<u>Amount Requested</u>	<u>Population to Serv</u>	<u>Avg</u>	<u>Current Yr Grant</u>	<u>Funding Recommendation</u>
1	Human Options	\$ 30,000	Homeless	76.3	NA	\$ 30,000
2	Families Forward	\$ 30,000	Homeless	78.0	\$ 30,000	\$ 30,000
3	Community SeniorServ-Home Delivery	\$ 30,000	Seniors	77.8	\$ 20,000	
4	Community SeniorServ-Lunch Café	\$ 30,000	Seniors	76.7	\$ 20,000	
5	Trellis International	\$ 30,000	Seniors	76.2	\$ 30,000	\$ 21,575
6	Project Hope Alliance	\$ 30,000	Youth	80.2	\$ 30,000	\$ 25,000
7	StandUP for Kids OC	\$ 30,000	Youth	71.7	\$ 15,000	
8	Boys & Girls Clubs of Central Orange Coast (Y	\$ 30,000	Youth	70.5	\$ 16,575	\$ 15,000
	Total Requested:	\$ 240,000			Total Recommended	\$ 121,575
	Total Available:	\$ 121,575			Total Available:	\$ 121,575
	Amount Under/(Over)	\$ (118,425)			Amount Under/(Over)	\$ -
12	Fair Housing Foundation	\$ 20,000	Low/Mod		\$ 20,000	\$ 20,000
	Total Requested:	\$ 20,000			Total Recommended	\$ 20,000
	Total Available:	\$ 20,000			Total Available:	\$ 20,000
	Amount Under/(Over)	\$ -			Amount Under/(Over)	\$ -
	* Fair Housing Required by HUD					
	Project Hope Alliance awarded \$120,000 in HOME-ARP funds for 1 year plus three renewals					
	Stand UP for Kids awarded \$72,348 in HOME-ARP funds for 1 year plus three renewals					

CDBG 3-Year Funding History

ORGANIZATION NAME	2020-2021				2021-2022				2022-2023				2023-2024 (first six months of programs)			
	Funded Amount	Actual Spent	Planned To Serve	Actual Served	Funded Amount	Actual Spent	Planned To Serve	Actual Served	Funded Amount	Actual Spent	Planned To Serve	Actual Served	Funded Amount	Actual Spent	Planned To Serve	Actual Served
Senior Citizen Services																
Community SeniorServe-Congregate Meals**	\$35,400	\$35,400	180	357	\$15,000	\$15,000	150	357	\$13,962	\$13,962	140	275	\$20,000	\$10,000	130	143
Community SeniorServe-Home Delivered Meals					\$15,000	\$15,000	35	50	\$13,962	\$13,962	30	38	\$20,000	\$10,000	30	14
Dance 4 Joy Ministries	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Trellis - Labors of Love	NA	NA	NA	NA	NA	NA	NA	NA	\$13,962	13,801	28	42	\$30,000	\$13,987	30	16
Youth Services																
Project Hope Alliance	\$162,382	CDBG-CV	CDBG-CV	CDBG-CV	\$20,000	\$20,000	25	42	\$27,924	\$27,924	30	138	\$30,000	\$30,000	30	140
StandUp for Kids	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$15,000	\$6,958	7	3
Youth Employment Services	\$25,000	\$25,000	300	236	\$20,000	\$20,000	300	474	\$23,270	\$23,270	300	461	\$16,575	\$0	300	0
Other Low-Income Services																
Fair Housing Foundation *	\$20,000	\$20,000	192	173	\$20,000	\$20,000	186	205	\$18,540	\$18,540	186	285	\$20,000	\$10,275	186	123
South County Outreach	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Homeless Services																
CityNet Homeless Outreach	\$192,000	CDBG-CV	CDBG-CV	CDBG-CV	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Families Forward Housing	\$35,000	\$35,000	26	31	\$35,000	\$10,088	26	15	\$23,270	\$23,270	24	26	\$30,000	\$16,267	44	31
Families Forward Homeless Prevention	\$55,000	CDBG-CV	CDBG-CV	CDBG-CV	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Mercy House Homelessness Prevention ++	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Mercy House Rapid Rehousing++	\$180,321	CDBG-CV	CDBG-CV	CDBG-CV	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Mercy House - Bridge Shelter	\$25,000	\$25,000	230	115	\$25,000	\$25,000	166	233	\$13,962	\$13,962	166	254	NA	NA	NA	NA
Trellis International - Homeless Outreach	\$90,382	CDBG-CV	CDBG-CV	CDBG-CV	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA



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FY 2024-2025
Annual Action Plan

5/7/24 Updated with Actual HUD Allocation Amounts

Contents

Executive Summary.....	3
AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)	3
PR-05 Lead & Responsible Agencies – 91.200(b).....	6
AP-10 Consultation – 91.100, 91.200(b), 91.215(l).....	7
AP-12 Participation – 91.105, 91.200(c)	15
Expected Resources	18
AP-15 Expected Resources – 91.220(c)(1,2)	18
Annual Goals and Objectives	22
Projects	25
AP-35 Projects – 91.220(d)	25
AP-38 Project Summary	26
AP-50 Geographic Distribution – 91.220(f).....	34
Affordable Housing	35
AP-55 Affordable Housing – 91.220(g)	35
AP-60 Public Housing – 91.220(h).....	37
AP-65 Homeless and Other Special Needs Activities – 91.220(i).....	38
AP-75 Barriers to affordable housing – 91.220(j)	41
AP-85 Other Actions – 91.220(k)	43
Program Specific Requirements.....	46

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Costa Mesa is a recipient of federal Community Development Block Grant (CDBG) and Home Investment Partnerships Grant (HOME) funds; these funds are awarded to the City by the U.S. Department of Housing and Urban Development (HUD). As a recipient of CDBG and HOME funds, the City must prepare a five-year strategic plan known as the Consolidated Plan. The Consolidated Plan identifies and prioritizes housing and community needs and establishes five-year goals and objectives to address identified needs. The City's current Consolidated Plan was approved by the City Council on May 19, 2020 and covers Fiscal Year 2020-2021 through Fiscal Year 2024-2025.

The Annual Action Plan is the component of the Consolidated Plan that is revised annually. It links the goals and objectives identified in the City's 2020-2024 Consolidated Plan with the planned annual expenditure of CDBG and HOME funds over the next twelve months. The period covered by the 2024-2025 Annual Action Plan begins July 1, 2024, and ends June 30, 2025. The City refers to this time frame as a Fiscal Year (FY).

HUD **announced funding** for FY2024-2025 ~~has yet to be announced*~~ on **May 7, 2024**. The City is receiving an allocation of ~~\$1,010,506~~ **\$971,431** in CDBG funds and ~~\$407,408~~ **395,571** in HOME funds for FY 2024-2025. Additionally, \$187,000 in prior year uncommitted CDBG funds and \$54,702 in prior year uncommitted HOME funds, \$30,900 in CDBG Program Income (PI) and \$108,670 in HOME Program Income (PI) funds are available for programming. Program income is generated by the repayment of prior funded housing rehabilitation loans and is available to fund eligible activities. The City will use CDBG resources to fund capital improvements (e.g., public facilities or street improvements), code enforcement, social services, and program administration. HOME resources will be used to fund owner-occupied housing rehabilitation, affordable rental housing through Community Housing Development Organizations (CHDO), Tenant Based Rental Assistance (TBRA) and program administration.

Consistent with HUD guidelines, once HUD announced CDBG and HOME awards for FY 2024-2025, the City adjusted the funding for activities listed in the Annual Action Plan proportionally in order to equal the final grant awards, or as otherwise directed by the City Council. Adjustments are noted in **red.*

2. Summarize the objectives and outcomes identified in the Plan

Based on an analysis of housing and community needs, market analysis, and input from the community, the following five-year goals and priorities have been identified for implementation in the 2020-2024 Consolidated Plan:

- **Goal 1: Housing Preservation** - To provide decent and affordable housing through a variety of activities, including owner-occupied housing rehabilitation, code enforcement, and rental housing acquisition/rehabilitation
- **Goal 2: Infrastructure and Facility Improvements** - To enhance the suitability of the living environment through improvements to public infrastructures and facilities
- **Goal 3: Homeless Continuum of Care** - To provide supportive services and housing assistance for those experiencing homelessness and near homelessness
- **Goal 4: Public Social Service** - To provide services for low- and moderate-income persons, and those with special needs, including fair housing services
- **Goal 5: Program Administration** - To provide administration of the CDBG and HOME programs, ensuring effective and delivery of programs and services and complying with all HUD program requirements

Activities funded with CDBG and HOME funds will address the goals and objectives identified in the City's Consolidated Plan.

3. Evaluation of past performance

FY 2023-2024 (the current fiscal year) is the fourth year of the City's 2020-2024 Consolidated Plan cycle; year-end program accomplishments are not available at this time; however, one-year accomplishment data for FY 2022-2023 is available. This information is provided in table format as **Attachment 1**.

4. Summary of Citizen Participation Process and consultation process

For the preparation of the 2024-2025 Annual Action Plan, the following opportunities for public participation were taken:

- Housing and Public Services Grant Committee public meeting to receive input regarding public service needs and to prioritize funding for FY 2024-2025 public service grants (March 7, 2024)
- Public Notice – 30-day comment period and public hearing
- Public Hearing – City Council Public Hearing to receive additional public input and to approve the FY 2024-2025 Annual Action Plan (May 21, 2024).

5. Summary of public comments

See **Attachment 2**.

6. Summary of comments or views not accepted and the reasons for not accepting them

See **Attachment 2**.

7. Summary

The Action Plan serves to implement the Consolidated Plan objectives which were developed to address priority housing and community needs using federal resources (i.e., CDBG and HOME). The Annual Action Plan provides specific information regarding the resources and activities the City will utilize to address priority needs and specific objectives identified in the Consolidated Plan during the 12-month Action Plan period. The 2024-2025 Action Plan begins July 1, 2024, and ends June 30, 2025. The Annual Plan will also serve as the City's application to HUD for ~~\$1,010,506~~ **\$971,431** in CDBG and ~~\$407,408~~ **395,571** in HOME funds for FY 2024-2025. The Action Plan is also the expenditure plan for HUD grant funds, prior year grant funds, and anticipated program income resources.

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PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	COSTA MESA	Housing & Community Dev/Development Services
HOME Administrator	COSTA MESA	Housing & Community Dev/Development Services

Table 1 – Responsible Agencies

Narrative (optional)

The City's Housing and Community Development (HCD) Division of the Development Services Department is primarily responsible for preparing the Consolidated Plan, Annual Action Plan, and for the administration of CDBG and HOME funds.

Consolidated Plan Public Contact Information

Mikelle Daily, Grant Administrator: 77 Fair Drive, Costa Mesa, CA 92626 (714) 754-5678 - mikelle.daily@costamesaca.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The Annual Action Plan preparation process requires jurisdictions to contact and consult with other public and private agencies and residents when developing respective plans. For the FY 2024-2025 Annual Action Plan, the City consulted with the public and private agencies listed below. Also listed below are the steps taken by the City to solicit the input of community residents.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Costa Mesa does not own or manage public housing. Similarly, the City does not administer the Housing Choice Voucher or Section 8 Certificate rental assistance programs, however, Costa Mesa has an executed MOU with the Orange County Housing Authority (OCHA) to participate in their Housing Choice Voucher (HCV) Set-Aside Program, which makes available HCV’s only for participating jurisdictions. Rental assistance voucher/certificate programs are administered in the City of Costa Mesa by OCHA. The City is a member of the OCHA Cities Advisory Committee, which provides OCHA staff with direct input regarding program policies.

The City has been developing a focused response to the issue of homelessness for over a decade. The result is a comprehensive system of care aimed at providing a complete continuum of programs and services for residents experiencing homelessness and those at risk of homelessness. In Costa Mesa, the response to each and every person comes from a network of compassionate professionals with a heart to serve and a mindset to overcome barriers to self-sufficiency, one person at a time. The City’s task force is called the Network for Homeless Solutions (NHS) which is comprised of representatives of various City departments, nonprofit service agencies, and representatives of faith-based service providers. The main focus of the NHS is to find workable solutions to address the needs of those experiencing and at-risk of homelessness, especially those with close ties to Costa Mesa. Additionally, the City works closely with other Orange County HUD-grantee communities to develop regional plans and share program management data. The City also has a strong partnership with local behavioral health providers like Share Our Selves (SOS) and College Hospital, who participate in the City’s Network for Homeless Solutions and attend monthly NHS meetings.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Since 2014, the Network for Homeless Solutions (NHS) has directly addressed homeless issues in Costa Mesa. The NHS participates in the comprehensive, coordinated and regional Continuum of Care strategy

with the County of Orange, local governmental agencies, nonprofit agencies, faith-based service providers, the homeless and formerly homeless, business leaders and schools to find solutions for those experiencing and at-risk of homelessness. The NHS is focused on establishing direct links to services for the homeless, especially those with strong ties to Costa Mesa, facilitating access to services and housing options. The NHS also serves as a liaison to the business community and resident groups.

In addition, the City's outreach team, the Costa Mesa Bridge Shelter and the nonprofit shelter operator, Mercy House, are an Access Point for the County of Orange. As an Access Point, the City collects and shares information about individuals who access services with the Continuum of Care. The City and its Network for Homeless Solutions team regularly consults with other Orange County cities, such as the City of Santa Ana and Garden Grove that participate in the Continuum of Care and provide shelter or housing vouchers to homeless individuals.

Trellis International (Trellis) receives funding from the City to administer a workforce development and life skills training program called the Community Impact Team (CIT). The CIT provides employment services and transitional employment opportunities for homeless and extremely low-income Costa Mesa residents seeking to reenter the workforce.

In June 2023, City Council approved a capacity increase of 16 beds for the Costa Mesa Bridge Shelter, bringing the Shelter's total capacity to 85 beds. In March 2023, the City formalized a grant of \$4.2M in Behavioral Health Bridge Housing (BHBH) funds from the Orange County Health Care Agency to add 15 behavioral health beds and associated services at the Shelter. The primary focus of the BHBH funds is to assist individuals experiencing homelessness who have serious behavioral health conditions that prevent them from accessing resources and securing permanent housing. This increase will bring the Shelter's total capacity to 100 beds. Additionally, Costa Mesa was selected as one of two cities by the CalOptima Board of Directors to receive their innovative Street Medicine Program, which delivers primary and behavioral health care to both sheltered and unsheltered homeless people. Street Medicine is projected to launch at the Bridge Shelter in August 2024.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City is not a recipient of Emergency Solutions Grant (ESG) funds; therefore, it does not assist the OC CoC with determining ESG allocations, evaluating the outcomes, or developing policies and procedures for administering the regional Homeless Management Information System (HMIS). However, as stated above, the City is an Access Point and active participant in the comprehensive, coordinated and regional Continuum of Care strategy in Orange County.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

See Table 2 - Next Page

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Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Orange County Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	OCHA provided data regarding households receiving HUD rental assistance and regarding households on the waitlist for housing assistance. The Orange County Housing Authority (OCHA) re-opened the wait list for Section 8 Vouchers in September 2023 and the City helped advertise to residents.
2	Agency/Group/Organization	City of Costa Mesa
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Various City departments, commissions, Housing & Public Service Grants Committee, and City Council provided a variety of data and information. They also played a key role in identifying priorities for the allocation of HUD funds.
3	Agency/Group/Organization	Fair Housing Foundation
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Impediments for Fair Housing

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In Person and Virtual Meetings/Workshops/Quarterly Reporting. Provided data regarding fair housing issues in the community and input regarding impediments to fair housing, and assisted in developing action steps to address impediments to fair housing.
4	Agency/Group/Organization	Families Forward
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Monthly and Quarterly Reporting. Agency helped identify needs and assisted with the implementation of the City's homeless service/housing strategy with a focus on families with children experiencing homelessness.
5	Agency/Group/Organization	Project Hope Alliance
	Agency/Group/Organization Type	Services-Children Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Monthly & Quarterly Reporting. Agency helped identify the needs of school-age children and provided input on the gaps in services for McKinney-Vento youth and their families.

6	Agency/Group/Organization	Trellis International
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency provides help to seniors needing assistance with manual labor through their Labors of Love program and also provides staffing to our Community Impact Team that serves the needs of our homeless community. Agency provides monthly and quarterly reporting on the programs and services they provide to residents.
7	Agency/Group/Organization	Community SeniorServ
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Quarterly reporting. Agency helped identify needs and provided input regarding the City's special needs populations, specifically seniors and frail elderly. Agency also provides information regarding the price and availability of food, volunteers, and transportation for services to seniors.
9	Agency/Group/Organization	Human Options, Inc.
	Agency/Group/Organization Type	Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children

<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Agency helped identify needs and provided input regarding the City's special needs populations, specifically domestic violence survivors.</p>
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Identify any Agency Types not consulted and provide rationale for not consulting

The City made an effort to have an open consultation process. No agency/service type was knowingly excluded from the process.

Any agency or organization that was not consulted and would like to be included in the City's list of stakeholders, the agency or organization may contact the Economic & Development Services Department, Housing and Community Development Division at 714-754-5678 or at hcd@costamesaca.gov.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Orange County 211	Provides regional and local point in time homeless survey data, development of the regional 10-Year Plan to End Homelessness, and development of the regional Discharge Plan
City of Costa Mesa Housing Element	City of Costa Mesa	Provides housing priorities and program goals
City of Costa Mesa Capital Improvement Plan	City of Costa Mesa	Identifies priority capital improvement projects which may be CDBG-eligible
5-Yr. & 1-Yr. PHA Plan	Orange County Housing Authority	Identifies OCHA resources to address the housing needs of lower-income renter households in the County and City
Analysis of Impediments to Fair Housing	Orange County HUD Grantee Cities and the County of Orange	Countywide document that identifies fair housing impediments within participating cities and outlines a plan to address fair housing issues

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City has a monthly NHS meeting with City staff, representatives of service providers and nonprofit organizations, faith-based organizations and formerly homeless residents to discuss the City's need, approach and strategy for outreach and support of individuals experiencing or at-risk of homelessness. The City's Neighborhood Improvement Manager is a member of the CoC Community Forum, attends CoC Board Meetings as well as the Office of Care Coordination Housing Opportunities Committee and shares the information gained from these meetings and membership with the NHS. The Housing & Community Development Division works with subrecipients of CDBG and HOME funds to ensure a coordinated effort among service agencies in the City to address the needs of Costa Mesa residents, including chronically homeless individuals, at-risk families with children, seniors, veterans, unaccompanied youth, and persons who were recently homeless, but now live in permanent housing. To promote economic opportunities for low-income residents, the City partners with subrecipient nonprofit organizations providing career planning and job training for at-risk youth. Additionally, the City ensures that information is disseminated through appropriate channels to connect job opportunities for low-income individuals with HUD-assisted projects consistent with the objectives of Section 3 of the Housing and Community Development Act of 1968.

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AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Costa Mesa’s Housing and Public Service Grants Committee meets twice a year with further meetings scheduled on an as-needed basis to help promote community understanding of the activities funded by the U.S. Housing and Urban Development Department (HUD) and Community Development Block Grants (CDBG) with a focus on social service grants. Every March, members of the Committee hear presentations from several nonprofit organizations to determine which will receive CDBG funds in the upcoming fiscal year. Committee recommendations are then presented to the City Council in May. During the March meeting, nonprofit organizations provide information about the services they provide and the gaps in services that exist for Costa Mesa low-income residents and those experiencing homelessness in Costa Mesa. The Housing and Public Service Grants Committee meeting is a public meeting where citizen participation is encouraged during public comment. Members of the public have a second opportunity to participate in the planning process during the Public Hearing for the Annual Action Plan at City Council or by providing comment on the posted Draft Annual Action Plan during the 30-day comment period prior to the Public Hearing. Efforts made to broaden citizen participation this year included advertisement of the draft action plan availability by the new Community Relations Manager and Government Affairs Manager as well as through the City’s online advertising platforms.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	Housing and Public Services Grant Committee – 6 committee members in attendance, discussed priority public service needs (3/7/24)	9 representatives of nonprofit organizations spoke in support of grant applications submitted for CDBG funding	None	NA
2	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	30-day public comment period (4/20/24 - 5/20/24)	None	None	NA
3	Public Hearing	Non-targeted/broad community	5/21/24 Regular City Council Meeting	See Attachment 2	None	NA

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	See Attachment 2	None	None	www.costamesaca.gov

Table 4 – Citizen Participation Outreach

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Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City will receive an allocation of ~~\$1,010,506~~ **\$971,431** in CDBG funds and ~~\$407,408~~ **\$395,571** in HOME funds for FY 2024-2025. Additionally, \$187,000 in prior year uncommitted CDBG funds and \$54,702 in prior year unused HOME admin funds, \$30,900 in CDBG Program Income (PI), and \$108,670 in HOME Program Income (PI) funds are available for programming. The City's application for funds is in the federal Standard Form 424 (SF-424).

Fluctuations in CDBG and HOME funding make it difficult to estimate the amount available over the five years of the Consolidated Plan. Anticipated funds that may be available to implement the Consolidated Plan are remaining one-time CDBG-CV funds to prepare, prevent or respond to the impacts of the Coronavirus; one-time HOME-ARP funds, Housing Authority (former redevelopment successor agency) funds, the general fund for the homeless shelter, and housing voucher/certificate resources via OCHA.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$1,010,506 \$971,431	\$30,900	\$187,000	\$1,228,406 \$1,189,331	\$0	Remainder estimate is zero because this is the last year of the Con Plan.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$407,408 \$395,571	\$108,670	\$54,702	\$570,780 \$558,943	\$0	Remainder estimate is zero because this is the last year of the Con Plan.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how

matching requirements will be satisfied

For the foreseeable future, the City will continue to allocate General Fund and the local Housing Authority (as the City's Successor Agency) resources for homeless services. Additionally, the City has a partnership with Newport Beach to support the ongoing operations of the Bridge Shelter that was previously a vacant warehouse in 2019. Primarily CDBG funding was used for the rehabilitation of the warehouse in 2019. The City also has a small CalHome owner-occupied housing rehabilitation loan program. CalHome-funded rehab loans are leveraged with HOME funds, which provides a source of match for the City's HOME program. If available, the City will use CalHome to fund rehab loans during FY 2024-2025. The CDBG program does not have a match requirement. Depending on the financing structure of a given activity, it may be advantageous for the City to use CDBG and HOME funds to leverage appropriate state, local and private resources. An example of such a project is the Motel 6 Housing Project, a conversion from a 94 guest room motel into 87 units of permanent affordable housing for veterans, senior citizens and other individuals previously experiencing homelessness. The project includes State funding from the California Department of Housing and Community Development (HCD) Homekey Program, VASH Vouchers and LMIHAF funds from OCHA, MHSA funds from Orange County, and American Rescue Plan Act (ARPA) funds from the City in addition to City HOME funding. The City closed on financing for this 87-unit Permanent Supportive Housing Project during FY 2022-2023 and leased-up the ten HOME units in FY 2023-2024. All 40 units included in the first phase of the project will be leased-up by the end of FY 2023-2024. This project and similar projects provide additional sources of match for the City's HOME program. The final Action Plan containing the final adjusted funding allocations per City Council on May 21, 2024 to projects and activities will be posted in the Annual Action Plans section on the City's website at: [Housing and Community Development | City of Costa Mesa \(costamesaca.gov\)](https://www.costamesaca.gov/housing-and-community-development)

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Costa Mesa is considered a built-out community with little vacant land available for new development. The City has begun to recycle land to accommodate growth. The City's Housing Element identifies City-owned and State-owned properties, and considers various options for the sites. Development opportunities are identified in the Housing Element. The most recent Housing Element covers years 2021 through 2029 and includes updates to the development opportunities to address the needs identified in the Consolidated Plan. For example, the Housing Element identifies the City's Senior Center property as a potential opportunity for redevelopment to accommodate affordable housing units for seniors.

In addition, the Housing Element identifies the State's Fairview Developmental Center site as a potential housing opportunity site. In December 2022, an agreement between the City and the State was signed which provided \$3.5 Million in State funds to the City for land use planning and zoning at the Fairview Developmental Center (FDC) site focused on accommodating housing for households at all income levels, with a priority for projects that provide housing for individuals with developmental disabilities. Meetings have been conducted for residents to provide input regarding community needs and values for the FDC site. The City Council held a study session on affordable housing in December 2023. City Council members expressed a desire to explore increasing the number of housing units on the FDC site beyond the 2,300 units identified in the Housing Element.

The City purchased a warehouse for the Bridge Shelter in 2019 to provide up to 72 emergency shelter beds for adult men and women experiencing homelessness. The shelter has since been expanded to accommodate 88 shelter beds. Additional behavioral health beds expected to be added to the shelter in fiscal year 2024-2025 will bring the total capacity to 100 shelter beds, further addressing the priority needs identified in the City's Consolidated Plan.

Discussion

Funding resources to implement the City's 2024-2025 Annual Action Plan are limited. For FY 2024-2025, the City will receive an allocation of ~~\$1,010,506~~ \$971,431 in CDBG funds and ~~\$407,408~~ \$395,571 in HOME funds. Prior year funds and program income for CDBG and HOME are also available. HOME housing rehabilitation loan repayments have provided the City with additional funding in the past; however, this source of revenue is susceptible to the fluctuations of the economy and is unpredictable.

The City will continue to support OCHA's efforts to secure new rental assistance resources and provide HOME funded tenant based rental assistance as long as funding is available. For the foreseeable future the City will continue to support homeless service programs serving individuals with strong ties to Costa Mesa with local funds. City funds from Costa Mesa, Newport Beach and the State will be used to operate the homeless shelter.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Preservation	2020	2024	Affordable Housing	Citywide	Housing Preservation	CDBG: \$385,000 (code enforcement) HOME: \$325,337 \$264,226 \$314,684 (264,226 + \$255,349 rehab + 61,111 CHDO) \$59,335	Rental units rehabilitated: 1 Household Housing Unit Homeowner Housing Rehabilitated: 11 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 200 Household Housing Unit
2	Infrastructure and Facility Improvements	2020	2024	Non-Housing Community Development	Citywide CDBG Eligible Areas	Public Facilities and Infrastructure	CDBG: \$439,730 \$414,331 (roof senior center)	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3,410 Persons Assisted
3	Homeless Continuum of Care	2020	2024	Homeless	Citywide	Homeless Services and Housing	CDBG: \$60,000 \$57,000 (Families Forward, Human Options) HOME: \$150,000 (TBRA)	Tenant-based rental assistance / Rapid Rehousing: 10 Households Assisted Homeless Person Overnight Shelter: 70 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Public Social Services	2020	2024	Non-Homeless Special Needs	Citywide	Public Services	CDBG: \$91,575 \$88,714 (pub svcs - homeless CoC)	Public service activities other than Low/Moderate Income Housing Benefit: 1,645 Persons Assisted
5	Program Administration	2020	2024	Program Administration	Citywide	Program Administration and Fair Housing	CDBG: \$202,101 \$194,286 HOME: \$95,443 \$94,259 (FY24-25 + previous years)	N/A

Table 6 – Goals Summary

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Goal Descriptions

1	Goal Name	Housing Preservation
	Goal Description	To provide decent and affordable housing through a variety of activities, including owner-occupied housing rehabilitation, code enforcement, and rental housing acquisition/rehabilitation
2	Goal Name	Infrastructure and Facility Improvements
	Goal Description	To enhance the suitability of the living environment through improvements to public infrastructures and facilities
3	Goal Name	Homeless Continuum of Care
	Goal Description	To provide supportive services and housing assistance for the homeless and near homeless
4	Goal Name	Public Social Services
	Goal Description	To provide services for low- and moderate-income persons and those with special needs
5	Goal Name	Program Administration
	Goal Description	To provide administration of the CDBG and HOME programs, including fair housing services and ensuring effective and efficient delivery of programs and services and complying with all HUD program requirements

Projects

AP-35 Projects – 91.220(d)

Introduction

The City is allocating 100 percent of its non-administrative CDBG and HOME funds for FY 2024-2025 to projects and activities that benefit low- and moderate- income people throughout the City.

Projects

#	Project Name
1	CDBG Administration
2	CDBG Fair Housing
3	CDBG Housing Rehabilitation Administration
4	Families Forward
5	Human Options
6	Project Hope Alliance
7	Trellis International – Labors of Love
8	Boys & Girls Club of Central Orange Coast (YES)
9	City of Costa Mesa Senior Social Services
10	CDBG Special Housing Code Enforcement
11	CDBG Capital Improvements Project
12	HOME Administration
13	HOME Affordable Housing (CHDO)
14	HOME Housing Rehabilitation
15	HOME Tenant Based Rental Assistance (TBRA)

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City recognizes that special needs populations (i.e., seniors, disabled, and households with extremely low-income) are more likely at risk to become homeless because they have limited incomes and have other issues that require housing and supportive services; therefore, the City considers services for those already homeless a high need to merit funding. The primary obstacles to meeting the underserved needs of low- and moderate- income residents include a lack of funding from federal, state and local sources, and the high cost of housing combined with the low vacancy rate in Costa Mesa and throughout Orange County.

AP-38 Project Summary

Project Summary Information

1	Project Name	CDBG Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	\$182,101 \$174,286
	Description	CDBG program oversight
	Target Date	06/30/2025
	Estimate the number/type of families that will benefit from the proposed activities	N/A
	Location Description	77 Fair Drive, Costa Mesa, CA
	Planned Activities	Program oversight and coordination
2	Project Name	CDBG Fair Housing
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration/Fair Housing
	Funding	\$20,000
	Description	Fair housing outreach, education and enforcement services
	Target Date	06/30/2025
	Estimate the number/type of families that will benefit from the proposed activities	186 individuals
	Location Description	Citywide
	Planned Activities	Community outreach, education, and enforcement of fair housing laws

3	Project Name	CDBG Housing Rehabilitation Administration
	Target Area	Citywide
	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation
	Funding	\$50,000
	Description	CDBG funds staff costs associated with the direct delivery of owner-occupied housing rehabilitation loans and grants
	Target Date	06/30/2025
	Estimate the number/type of families that will benefit from the proposed activities	N/A - The number of households to be assisted is accounted for under the HOME program - this activity is to pay for a portion of the administrative expenses associated with the HOME-funded Housing Rehabilitation Program
	Location Description	77 Fair Drive, Costa Mesa, CA
	Planned Activities	Staff costs associated with the delivery of housing rehabilitation loans and grants
4	Project Name	Families Forward
	Target Area	Citywide
	Goals Supported	Homeless Continuum of Care
	Needs Addressed	Homeless Services and Housing
	Funding	\$30,000 \$28,500
	Description	Housing Supportive Services
	Target Date	06/30/2025
	Estimate the number/type of families that will benefit from the proposed activities	50 individuals
	Location Description	Citywide
	Planned Activities	The program will provide housing support services for homeless Costa Mesa families with children

5	Project Name	Human Options
	Target Area	Citywide
	Goals Supported	Homeless Continuum of Care
	Needs Addressed	Homeless Services and Housing
	Funding	\$30,000 \$28,500
	Description	Transitional Housing and Support Services
	Target Date	06/30/2025
	Estimate the number/type of families that will benefit from the proposed activities	70 individuals
	Location Description	Citywide
	Planned Activities	Transitional housing and support services for survivors of domestic violence
6	Project Name	Project Hope Alliance
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	\$25,000 \$23,750
	Description	Case management and wrap-around services for NMUSD students experiencing homelessness including one-on-one case management, mentoring, tutoring, college and FAFSA application assistance, job search assistance, basic needs support like food
	Target Date	06/30/2025
Estimate the number/type of families that will benefit from the proposed activities	125 individuals	
	Location Description	Citywide

	Planned Activities	CDBG funds will support the salaries of program staff to provide one-on-one case management, mentoring, tutoring, college and FAFSA application assistance, and job search assistance
7	Project Name	Trellis International – Labors of Love
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	\$21,575 \$20,500
	Description	Manual labor projects to help low-income seniors
	Target Date	06/30/2025
	Estimate the number/type of families that will benefit from the proposed activities	30 individuals
	Location Description	Citywide
	Planned Activities	CDBG will fund staff salaries and supplies to oversee volunteers and carry-out the program
8	Project Name	Boys and Girls Club of Central Orange Coast (previously YES)
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	\$15,000 \$14,464
	Description	No-cost job readiness programming that prepares low-income Costa Mesa youth ages 16-24 to search, interview for, secure and maintain meaningful employment
	Target Date	06/30/2025
	Estimate the number/type of families that will benefit from the proposed activities	1,000 individuals (youth age 16-24)

	Location Description	Citywide
	Planned Activities	Workforce Development
9	Project Name	City of Costa Mesa Senior Social Services
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	\$30,000
	Description	Counseling and case management for seniors
	Target Date	06/30/2025
	Estimate the number/type of families that will benefit from the proposed activities	260 seniors
	Location Description	Program available citywide but based out of the Costa Mesa Senior Center located at 695 W. 19th Street, Costa Mesa, CA.
	Planned Activities	Funding for counseling and case management for seniors
10	Project Name	CDBG Special Housing Code Enforcement
	Target Area	CDBG Eligible Areas
	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation
	Funding	\$385,000
	Description	Enforcement of housing and building codes and connecting residents with housing-related resources
	Target Date	06/30/2025
	Estimate the number/type of families that will benefit from the proposed activities	200 Housing Units
	Location Description	77 Fair Drive, Costa Mesa, CA – City Hall

	Planned Activities	Inspection and enforcement of housing and building codes in CDBG eligible declining/deteriorating areas combined with connecting residents with housing-related resources to halt the decline of the area.
11	Project Name	CDBG Capital Improvement Project
	Target Area	CDBG Eligible Areas
	Goals Supported	Infrastructure and Facility Improvements
	Needs Addressed	Public Facilities and Infrastructure
	Funding	\$439,730 \$414,331
	Description	Improve public facilities and infrastructure to benefit low- and moderate- income residents or those presumed under HUD regulations to be low- and moderate- income such as the elderly and disabled adults. This includes facilities owned and operated by the City of Costa Mesa that are open and available to residents as well as facilities owned and operated by nonprofit organizations servicing the public that are open to the public during normal business hours.
	Target Date	06/30/2026
	Estimate the number/type of families that will benefit from the proposed activities	3,410 individuals (each year)
	Location Description	CDBG Eligible Areas including Senior Center at 695 W. 19 th Street, Costa Mesa, CA
	Planned Activities	Roof replacement on the Senior Center located at 695 W. 19 th Street, Costa Mesa, CA
12	Project Name	HOME Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	\$95,443 \$94,259

	Description	Home funds for program oversight and coordination
	Target Date	06/30/2025
	Estimate the number/type of families that will benefit from the proposed activities	N/A
	Location Description	77 Fair Drive, Costa Mesa, CA
	Planned Activities	HOME Program Oversight and Coordination
13	Project Name	HOME Affordable Housing (CHDO)
	Target Area	Citywide
	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation
	Funding	\$61,111 \$59,335
	Description	HOME-CHDO funds reserved for eligible housing project (to be determined)
	Target Date	06/30/2026
	Estimate the number/type of families that will benefit from the proposed activities	1 housing unit. Goal entered for data input purposes only
	Location Description	TBD
	Planned Activities	TBD
14	Project Name	HOME Housing Rehabilitation
	Target Area	Citywide
	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation
	Funding	\$264,226 \$255,349
	Description	HOME funds for owner-occupied housing rehabilitation loans and grants

	Target Date	06/30/2025
	Estimate the number/type of families that will benefit from the proposed activities	11 low- and moderate- income homeowners (1 loan and 10 grants)
	Location Description	Citywide
	Planned Activities	Housing rehabilitation loans and grants to address deferred property improvements and building code deficiencies
15	Project Name	HOME Tenant Based Rental Assistance (TBRA)
	Target Area	Citywide
	Goals Supported	Homeless Continuum of Care
	Needs Addressed	Homeless Services and Housing
	Funding	\$150,000
	Description	The City will use HOME funds for tenant based rental assistance to assist low-income residents with rental assistance to increase housing affordability
	Target Date	06/30/2025
	Estimate the number/type of families that will benefit from the proposed activities	10 low-income households with minor children
	Location Description	Citywide
	Planned Activities	HOME funds will be used to provide tenant-based rental subsidies

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG and HOME funds will focus on programs that serve eligible low-income residents regardless of where they live. The identified facility improvement is to provide a new roof to the Senior Community Center, which provides all residents age 50+ with a variety of services and activities. The Senior Community Center is located at 695 19th Street in Costa Mesa in the Southwest portion of the City, where the area surrounding it is primarily residential (29,900 residents) and 77% of those residents (23,045) are low- and moderate- income according to current HUD data available. Over 3,400 unduplicated seniors are served by the Senior Center each year. The City's CDBG map is included as **Attachment 3**.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	33
CDBG Eligible Areas	67

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

HUD funding will primarily be allocated on a citywide basis as the City's primary intent is to serve eligible Costa Mesa households in need of housing and services regardless of where they live. As the City's CDBG-eligible areas tend to be older sections of the City, area-wide activities will help to improve and sustain these neighborhoods and encourage property owners to also invest in their properties.

Discussion

As indicated above, CDBG and HOME funds will be focused on programs that serve eligible residents regardless of where they live. It is also expected that the City's investment in neighborhoods will create a synergy whereby other property owners will also invest in their homes and community.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

During FY 2024-2025, proposed activities to be funded with CDBG and HOME funds will meet the housing needs of the following households:

One Year Goals for the Number of Households to be Supported	
Homeless	4
Non-Homeless	11
Special-Needs	1
Total	16

Table 9 – One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	10
The Production of New Units	0
Rehab of Existing Units	11
Acquisition of Existing Units	0
Total	21

Table 10 – One Year Goals for Affordable Housing by Support Type

Discussion

The City will focus FY 2024-2025 HOME funds on the rehabilitation of existing owner-occupied housing units, TBRA program and affordable housing (if a CHDO project is identified). The grant amounts available through the rehabilitation program for mobile homes will increase to **\$15,000** per household and grants for single family residences will be increased to **\$20,000** per household to keep up with inflation, increased costs for construction materials and labor, and the after-effects of the pandemic. While not the program's primary focus, some special-needs households (seniors and disabled) may be assisted during the year via the City's Housing Rehabilitation Program. Since 2020, the City has allocated nearly \$2.7M to provide rapid rehousing and homelessness prevention services through City-wide rental assistance programs. It is anticipated that OCHA will continue to provide rental assistance to approximately **586** Costa Mesa renter households during FY 2024-2025.

The City Council of Costa Mesa has a goal to diversify, stabilize and increase housing to reflect community needs. In an effort to bring this goal into reality, the City previously contributed \$5,850,000, including \$1,500,000 in HOME funds, toward a Homekey motel conversion project to create 87 units of permanent affordable housing in Costa Mesa. That project is now known as Mesa Vista and is currently leasing-up the completed units. A second Homekey project located in Costa Mesa was identified during

the Homekey Round 3 funding period. The City approved an allocation of \$4,000,000 in LMIHAF and ARPA funds to a motel conversion project for the Travelodge North, located at 1400 Briston Street. When complete, the project will provide an additional 76 units of permanent supportive housing in Costa Mesa, further meeting the goal of diversified, stabilized and increased housing for the Costa Mesa community.

The City has a partnership with Families Forward, an organization with an Affordable Housing Program that ends homelessness and safely houses approximately 50 extremely low-income individuals with ties to Costa Mesa each year. Families Forward owns 16 units across two developments in Costa Mesa. In FY 2023-2024 the City contributed \$850,000 in ARPA funds to their second affordable housing project, the Bungalows. This is an 8-unit affordable housing project for households with minor children. The first affordable housing project purchased by Families Forward in Costa Mesa in 2019 is also an 8-unit complex serving families with minor children. CDBG funds provide services to the residents of the affordable housing projects that Families Forward has in Costa Mesa.

Families Forward has a commitment to serving low-income families, ending homelessness and preserving affordable housing in Costa Mesa and throughout Orange County. Families Forward was chosen to be the administrator for the City of Costa Mesa's TBRA program in 2019, and continues to administer the TBRA program which helps approximately 10 families with children each year. In addition to providing affordable housing, Families Forward provides TBRA participants with supportive services and case management.

FY 2024-2025 HOME CHDO funds are included in the Annual Action Plan for Affordable Housing projects; however, no specific project has been identified at this time.

AP-60 Public Housing – 91.220(h)

Introduction

Costa Mesa does not own or manage public housing.

Actions planned during the next year to address the needs to public housing

Not applicable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

Not applicable.

DRAFT

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

As outlined in the 2020-2024 Consolidated Plan, the City’s homeless strategy is to support programs that prevent homelessness by providing safety net services. These programs will help households, especially extremely low-income households, maximize the amount of income they have available for housing. Additionally, both HUD and City resources will be allocated to provide access to a continuum of services, including the Costa Mesa Bridge Shelter and housing to assist those experiencing homelessness and with strong ties to the community.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Costa Mesa Network for Homeless Solutions (NHS) is a ten-person team who meet people where they are to forge genuine relationships, make connections to services, and, ultimately, facilitate their transition into permanent housing. Partnering agencies are CityNet, PATH (Orange County North and Central Service Planning Area (SPA) contracted outreach provider), Save Our Selves (SOS), Lighthouse Church, Mercy House, Trellis, Chrysalis, Project Hope Alliance, Meals on Wheels OC, Families Forward, Serving People In Need (SPIN), and Someone Cares Soup Kitchen. The City has been and continues to use one-time CDBG-CV funds to respond to the increased outreach needs of those experiencing or at-risk of homelessness due to the impacts of the Coronavirus pandemic.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City owns and operates a 72-bed emergency shelter, soon to be expanded to accommodate 100 beds including 15 for individuals experiencing homelessness with behavioral health needs. The facility is funded in partnership with the City of Newport Beach. Mercy House, a nonprofit organization, is the Shelter Operator and Bracken’s Kitchen, a nonprofit organization, operates the full-service commercial kitchen. Shelter partners are Mercy House, Bracken’s Kitchen, Trellis, Orange County Housing Authority (OCHA), Santa Ana Housing Authority (SAHA), Anaheim Housing Authority (AHA) and Garden Grove Housing Authority (GGHA). The City utilized CDBG funds to repurpose a warehouse into the shelter facility in 2019. Since that time, the Bridge Shelter has assisted over 1,000 individuals with emergency shelter and associated services including housing 162 shelter participants and housing 179 individuals through street outreach for a total of 341 housed between April 14, 2019 and March 2024.

FY 2024-2025 CDBG public services funding is allocated for a second step transitional housing program through Human Options, an organization that serves domestic violence survivors.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Network for Homeless Solutions (NHS) includes a ten-person team of Outreach Workers, a 70- bed emergency shelter, and the provision of affordable/supportive housing. Each one of these components seeks to engage with those experiencing homelessness to ensure full access to all available resources and a smooth transition into permanent housing. This constant engagement shortens the length of homelessness and ensures those that have secured permanent housing are able to thrive in their new environments. Since April 2019, the City of Costa Mesa has assisted 341 formerly homeless people to secure permanent housing. Additionally, the City utilizes HOME funds to provide tenant based rental assistance to low and very-low income households both experiencing and at-risk of homelessness. The City is committed to increasing access to affordable housing units through advocacy for and development of affordable and supportive housing units. The City's first Permanent Supportive Housing project recently filled 10-HOME funded units with formerly homeless residents. The Families Forward Bungalows affordable housing project continues to house 8 households with minor children. The City's COC partners include Mercy House, Families Forward, Illumination Foundation, Jamboree Housing, Trellis, CityNet, SPIN, Orange County Office of Care Coordination, Orange County Housing and Community Development, HUD, State HCD, and Orange County Housing Finance Trust. Additionally, the City has allocated the majority of its HOME-ARP grant funds for supportive services including legal services, case management services and outreach services for individuals experiencing or at risk of homelessness in an effort to prevent homelessness and/or shorten the period of time that individuals or families experience homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City's homeless strategy is based on the proposition that it is less expensive and disruptive for a household to remain housed in their existing home than to be rehoused. To this end, the City will focus its resources on agencies that provide various safety-net services to prevent households from becoming homeless. The City will support programs that provide low-cost meals, counseling, and employment/job skills development services for lower-income individuals. Safety-net services allow households to save a portion of income previously spent on food, clothes, etc. and preserve their housing. Additionally, The City has also used and continues to use (until funds are expended) CDBG-CV and ARPA funds to provide emergency rental assistance to low-income residents facing financial hardships as a result of the

Coronavirus pandemic and its subsequent impact to the economy. Since 2020, the City has allocated nearly \$2.7M to provide rapid rehousing and homelessness prevention services through City-wide rental assistance programs.

Additionally, on November 7, 2023, the City Council adopted an urgency Ordinance for Just Cause Residential Tenant Protections. \$250,000 in ARPA funds were allocated to provide 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. Three full time equivalent (FTE) positions were added to implement, monitor and enforce the subject Ordinance including two community outreach workers. The City has implemented a Community Outreach and Education Plan to inform both owners and tenants of their rights regarding evictions as well as the resources available to them. The City funds Project Hope Alliance (PHA) with CDBG and HOME-ARP funds to provide on- and off-campus case management of homeless and at-risk Newport Mesa Unified School District (NMUSD) students and their families. The services provided by PHA are vital to preventing both current and future homelessness for Costa Mesa residents.

Discussion

The City has a well-developed strategy to address homelessness in the community. This strategy includes outreach and assessment services for homeless and chronic homeless individuals. Program staff will attempt to link individuals to appropriate housing, support services, and public assistance programs (e.g., VA benefits, SSI). To undertake this effort, the City partners with local nonprofit service providers and community-based volunteers. Based on assessments, individuals or households are referred to appropriate housing/service providers. City staff will coordinate the delivery of services and housing with providers to reduce the number of homeless individuals in the community. Both HUD and City funds will be used to carry out these activities, including outreach, emergency shelter, and the provision of affordable and supportive housing.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

A strategy to address barriers to affordable housing and actions to overcome these barriers is provided in the City's Housing Element and Consolidated Plan. The current Housing Element covers the eight-year planning cycle of 2021-2029 and provides updated strategies to address barriers to affordable housing since the completion of the consolidated planning process. The City will continue efforts to address these barriers, incorporating the updated strategies, during the 2024-2025 Program Year.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

According to the City's Housing Element, governmental agencies' actions or policies can impact the private sector's ability to provide adequate housing to meet consumer demands. Local governments exercise regulatory and approval powers that directly impact residential development within their respective jurisdiction. These powers establish the location, intensity, and type of units that may or may not be developed. The City's General Plan, zoning regulations, project review and approval procedures, development, and processing fees all play important roles in determining the cost and availability of housing opportunities in Costa Mesa. Implementation actions identified in the City's current Housing Element and progress reports to address the negative effects that serve as barriers to affordable housing include:

The City plans to regularly monitor deed-restricted units that have the potential of converting to market-rate during the planning period, work with the property owner on potential extensions past the current agreement to extend the affordability period, and comply with noticing requirements and coordinate with qualified entities to preserve at-risk units.

The City initiated the affordable housing ordinance effort in 2021, retaining Keyser Marston Associates (KMA). Since then, KMA have completed the required Financial Evaluation and the City has conducted 17 stakeholder meetings, two joint Council/Planning Commission Study Sessions and completed the draft Ordinance. The Ordinance was presented to the Planning Commission on November 13, 2023 with a second discussion occurring on December 11, 2023. The Affordable Housing Ordinance (Ordinance No. 2024-02) was approved for first reading by City Council on April 2, 2024.

The Affordable Housing Ordinance will require residential developments with 50 units or more to include an affordable housing component. The residential development must set aside a portion of the residential units as affordable, or provide a land dedication, or construct off-site affordable units, or pay in-lieu fees. To implement the Affordable Housing Program, the City would rezone non-residentially zoned properties located along major corridors to allow for higher density housing with reduced parking requirements and

the allowance of affordable rents for low-income units to be calculated based on 80% of the area median income (AMI) where 60% is required under state density bonus law. Adding residential development as an allowed use at higher densities creates land value and incentivizes housing production overall.

The City will pursue State and regional funding for affordable housing development. The City will also pursue local partnerships and annually meet with affordable housing organizations to encourage the development of housing affordable to all segments of the population. Additionally, The City will establish development incentives (i.e. deferment of fees, priority processing, modified development standards, etc.) for affordable housing projects that meet objective evaluation criteria similar to the process for density bonus concessions. The City will also develop clear instructional materials for achieving incentives and make them publicly available on the City's website.

The City will review planning application fees, with a special focus on the density bonus fee, and update the fee(s) to avoid creating a constraint to the development of affordable housing.

Discussion:

The City's Housing Element outlines the City's plan to address barriers to affordable housing. The City of Costa Mesa followed certain "guiding principles" in developing its approach and strategy for accommodating future housing growth. These guiding principles assist with implementation of the housing goals, policies and programs and will aid overall decision making. The guiding principles are rooted in community engagement and local knowledge and input into the planning process. The guiding principles are as follows:

The City will plan for future housing primarily along major commercial, industrial, and mixed use corridors within Costa Mesa that are compatible with growth, while preserving established residential neighborhoods.

Each neighborhood, community, and district within Costa Mesa has its own unique characteristics and needs. Future housing growth will build upon Costa Mesa's history and complement the diversity and unique characteristics that already exist within each area.

The City will plan for a diverse range of housing forms, types, and densities to address the housing needs of an inclusive and diverse community and provide housing opportunities that meet the needs of all residents, including low-income households, seniors, multi-generational families, larger households, and special needs groups.

AP-85 Other Actions – 91.220(k)

Introduction:

As outlined in the City's Consolidated Plan, the City will implement the following actions during FY 2024-2025 to address the "Other Actions" or sub-strategies identified in the Consolidated Plan.

Actions planned to address obstacles to meeting underserved needs

The City will allocate a portion of its CDBG and HOME funds for activities that address the housing and service needs of the elderly and lower-income households. The City's housing rehabilitation program assists elderly and lower-income homeowners in improving their residences to address specific household needs. Additionally, the City will encourage and support OCHA's efforts to obtain additional rental assistance funding, especially for senior and low-income households. OCHA reports that as of April 2024, **586** Costa Mesa households received rental housing assistance. This total includes **84** households with at least one disabled person, **372** households with at least one elderly person, and **54** family households. Among these households are **29** households that were homeless at admission and **35** Veteran households. OCHA re-opened its waiting list on September 18, 2023. As of April 2024, there are **293** Costa Mesa names on the 2023 waiting list including **161** disabled persons, **109** elderly, **42** families, **19** currently homeless and **27** Veterans. The waiting list from 2012 has a total of **6** households on it including **3** disabled persons, **2** elderly persons, **3** families and **1** currently homeless.

Actions planned to foster and maintain affordable housing

The City of Costa Mesa has identified the actions it will undertake during FY 2024-2025 to foster and maintain affordable housing. The Annual Action Plan identified programs such as Owner-Occupied Housing Rehabilitation assistance as the means to maintain and improve housing currently available to low- and moderate-income residents. By providing deferred payment loans and grants, lower-income households can rehabilitation their residence to meet basic housing quality standards and incur zero or minimal additional housing costs. An estimated 11 housing units will be assisted with HOME funds during FY 2024-2025. Additionally, the City has allocated HOME CHDO funds to accommodate a potential housing project. 40 residents moved into a new permanent supportive housing development (previously Motel 6) during the 2023-2024 fiscal year. This project will house up to 87 formerly homeless residents. The Bungalows project, an 8-unit affordable housing project for households with minor children completed in FY2023-2024 has housed 31 individuals (8 households) since its opening. Families Forward has another affordable housing program in Costa Mesa where 27 formerly homeless individuals (8 families) are housed.

Actions planned to reduce lead-based paint hazards

Based on past housing rehabilitation program statistics, only a small percentage of housing units rehabilitated with City resources contain lead-paint hazards. To ensure compliance with all current HUD

lead-based paint regulations, all housing units constructed before 1978, which are rehabilitated with City resources, will be tested for lead-paint hazards. If needed, additional grant funds may be allocated to a project to ensure all lead-based hazards are mitigated.

Actions planned to reduce the number of poverty-level families

The City will assist programs and services that combat poverty. During FY 2024-2025, the City will fund the following activities to support the implementation of this strategy:

Implement housing programs (including housing rehabilitation assistance) for lower-income senior and disabled homeowners

Support rental assistance programs provided by the OCHA for very low-income renters and provide tenant based rental assistance to residents who are severely rent burdened

Support services for individuals presently housed but at risk of losing their residence. Also, assist those already homeless in need of shelter and continue coordinating services with nonprofit partners

Support safety-net public services programs to improve the quality of life for seniors, youth, disabled, homeless, and other populations that may be severely impacted by the cost of living in the region

Actions planned to develop institutional structure

The City has made an effort to establish an institutional structure to help identify and access resources to improve the community. For example, the City will continue to work with nonprofit entities to deliver public services. As a member of the Orange County Continuum of Care Community Forum, the City will provide critical information to the County of Orange to prepare the County's Continuum of Care Homeless Assistance grant application to HUD. Costa Mesa will also continue to fund activities that help address gaps and needs in the regional system of care. Finally, the City will continue to assist the Orange County Housing Authority in implementing its Five-year PHA plan.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Costa Mesa does not operate public housing. The Orange County Housing Authority provides rental assistance in the community. Federal legislation requires that the Housing Authority prepare a five-year and a one-year plan that highlights its mission, goals and objectives related to public and assisted housing programs. The City will review the Authority's plans and provide OCHA the opportunity to review and consult with the City regarding its Consolidated Plan/Annual Action Plan. The goal of this cross-consultation is to provide consistent and coordinated housing services for City residents. Ongoing

consultation with local nonprofits also assists the City in coordinating the efficient and effective use of...

Discussion:

HUD-funded grant recipients are required under various laws not to discriminate in housing or services directly or indirectly based on race, color, religion, sex, national origin, age, familial status or disability. Grant recipients such as Costa Mesa are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choices for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, national origin, and other personal or familial attributes; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act. HUD encourages jurisdictions to consult with one another and initiate region-wide fair housing planning. The Analysis of Impediments (AI) to Fair Housing Choice is the primary document utilized for this purpose. In addition to identifying impediments, a strategy to overcome barriers much be developed and implemented - accomplishments are reported annually. The City participated in developing a county-wide AI, which the City Council adopted in May 2020. A summary of impediments to fair housing and the action steps the City will take during FY 2024-2025 are found in **Attachment 4**. The City has recently joined 33 other cities in Orange County to develop an updated county-wide AI (also called an Equity Plan) which will be adopted in tandem with the City's next Consolidated Plan for FY2025-26 through FY2029-30.

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Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- | | |
|--|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | 0 |

Other CDBG Requirements

- | | |
|---|---------|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 100.00% |

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City is not proposing to utilize HOME funds in a form that is not delineated in Section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City has not and does not plan to utilize HOME funds for homebuyer assistance; however, if funds are redirected to such a program, steps will be taken to ensure program guidelines comply with the applicable resale and recapture regulations.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

If a CHDO project comes to fruition, the applicable loan agreement(s) will be prepared to comply with the resale/recapture requirements delineated in 24 CFR 92.254.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

If a CHDO project comes to fruition, program staff will ensure that all applicable program policies are followed, including establishing refinancing guidelines.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

NA

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

NA

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

NA

The City will meet the CDBG Program's overall 70% benefit for low- and moderate-income requirement over three program years: 2023-2024, 2024-2025, and 2025-2026.

With respect to HOME affordable homeownership limits for the area (i.e., 95 percent of the median area purchase price as set forth in 24 CFR 92.254(a)(2)(iii)), the City will utilize HUD's HOME affordable homeownership limits for its HOME-funded mobile home rehabilitation program. For single-family, owner-occupied housing rehabilitation, the City conducted a survey in order to establish a maximum property value that is reflective of the local market median home purchase prices, which exceed HUD's published limit. This information is provided as **Attachment 5** of the Annual Action Plan.

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Five-Year and One-Year Summary of Accomplishments

Grantee Name: City of Costa Mesa

Decent Housing						
Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
Owner Occupied Housing Rehabilitation Loans and Grants to assist homeowners improve primary residence to correct code violations, address deferred property improvements and improve neighborhood aesthetics	HOME	2020	Housing Units	10	5	50.00%
		5-Yr Con Plan Goal		50	5	10.00%
Rental Housing Acquisition/Rehabilitation to expand and/or improve the number of rental housing units for lower income renter households	HOME	2020	Housing Units	1	0	0.00%
		5-Yr Con Plan Goal		5	0	0.00%
Rental Housing New Construction to expand the number of rental housing units for lower income renter households	HOME	2020	Housing Units	0	0	0.0%
		5-Yr Con Plan Goal		0	0	0.00%
Special Code Enforcement activity to inspect and enforce housing and building codes for residential properties located in the City's CDBG-eligible areas	CDBG	2020	Housing Units	250	233	93.20%
		5-Yr Con Plan Goal		1,250	233	18.64%
Suitable Living Environment						
Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
Services will help seniors and the frail elderly maintain their independent living situation or ensure they are provided services that improve quality of life	CDBG	2020	Individuals	430	580	134.88%
		5-Yr Con Plan Goal		2,500	580	23.20%
Services to assist lower income families with children by providing access to youth programs and services at reduced or no cost.	CDBG	2020	Individuals	350	236	67.43%
		5-Yr Con Plan Goal		1,250	236	18.88%
Services that assist low and moderate-income households and individuals with safety net services such as access to medical, food, case management, and employment services. Supported agencies should provide households with access to programs and services at reduced or no cost - including fair housing services	CDBG	2020	Individuals	192	173	90.10%
		5-Yr Con Plan Goal		750	173	23.07%
Improvements to public infrastructure that address a community priority including but not limited to repairs, replacement and/or upgrades (including ADA compliance) to streets, alleys, sidewalks, flood/storm water drains, and other public improvements	CDBG	2020	Individuals ^A	1,500	0	0.00%
		5-Yr Con Plan Goal		7,500	0	0.00%
Improvements to public facilities that address a community priority including but not limited to repairs, replacement and/or upgrades (including ADA compliance) to neighborhood parks, centers and other public facilities	CDBG	2020	Individuals ^C	500	0	0.00%
		5-Yr Con Plan Goal		2,500	0	0.00%
Economic Opportunity						
Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
No 5-year goals for CDBG-funded Economic Opportunity were established in the Consolidated Plan; however, CDBG funds have been allocated for public service programs that expanded economic opportunities for low-income youths and disabled adults (i.e., Youth Employment Services)	NA	2020	Individuals *	350	236	67.43%
		5-Yr Con Plan Goal		NA	NA	NA
Continuum of Care						
Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
Financial assistance to prevent homelessness such as a short-term financial subsidy to prevent eviction and/or utility termination, and for the provision of provide support services	CDBG	2020	Individuals	30	0	0.00%
		5-Yr Con Plan Goal		150	0	0.00%
Short-term emergency shelter and support services (up to 3 months) for individuals that are in immediate need of shelter and services	CDBG	2020	Individuals	230	115	0.00%
		5-Yr Con Plan Goal		250	115	46.00%
Rapid Rehousing and case management services to stabilize homeless households in permanent housing (may encompass TBRA is a low priority)	CDBG	2020	Individuals	26	31	119.23%
		5-Yr Con Plan Goal		100	31	31.00%
Other (0-1)						
Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
CDBG program oversight, coordination and administration	CDBG	2020	Year of Admin	1	1	100.00%
		5-Yr Con Plan Goal		5	1	20.00%

* Accomplishments also reported separately as Youth accomplishments.

SUMMARY OF PUBLIC COMMENTS

March 7, 2024 Housing & Public Service Grant Committee

The H&PSG Committee held an in-person meeting to obtain additional public comments regarding CDBG public service grants, and to develop funding recommendations. No written comments were received.

Internet/Social Media Outreach

30—Day Public Comment Period

TBD

May 21, 2024 Public Hearing

TBD

ORANGE COUNTY ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE
August 6, 2020

REGIONAL PROPOSED AI GOALS AND STRATEGIES

To address the contributing factors described above, the AI plan proposes the following goals and actions: Regional Goals and Strategies”

Goal 1: Increase the supply of affordable housing in high opportunity areas.¹

Strategies:

1. Explore the creation of a new countywide source of affordable housing.
2. Using best practices from other jurisdictions, explore policies and programs that increase the supply of affordable housing, such as linkage fees, housing bonds, inclusionary housing, public land set-aside, community land trusts, transit-oriented development, and expedited permitting and review.
3. Explore providing low-interest loans to single-family homeowners and grants to homeowners with household incomes of up to 80% of the Area Median Income to develop accessory dwelling units with affordability restriction on their property.
4. Review existing zoning policies and explore zoning changes to facilitate the development of affordable housing.
5. Align zoning codes to conform to recent California affordable housing legislation.

Goal 2: Prevent displacement of low- and moderate-income residents with protected characteristics, including Hispanic residents, Vietnamese residents, other seniors, and people with disabilities.

Strategies:

1. Explore piloting a Right to Counsel Program to ensure legal representation for tenants in landlord-tenant proceedings, including those involving the application of new laws like A.B. 1482.

Goal 3: Increase community integration for persons with disabilities.

Strategies:

1. Conduct targeted outreach and provide tenant application assistance and support to persons with disabilities, including individuals transitioning from institutional settings and individuals who are at risk of institutionalization. As part of that assistance, maintain a database of housing that is accessible to persons with disabilities.
2. Consider adopting the accessibility standards adopted by the City of Los Angeles, which require at least 15 percent of all new units in city-supported Low-Income Housing Tax Credit (LIHTC) projects to be ADA-accessible with at least 4 percent of total units to be accessible for persons with hearing and/or vision disabilities.

¹The term “high opportunity areas” generally means locations where there are economic and social factors and amenities that provide a positive impact on a person’s life outcome. This is described in more detail in Section iii, Disparities in Access to Opportunity.

Goal 4: Ensure equal access to housing for persons with protected characteristics, who are disproportionately likely to be lower-income and to experience homelessness.

Strategies:

1. Reduce barriers to accessing rental housing by exploring eliminating application fees for voucher holders and encouraging landlords to follow HUD's guidance on the use of criminal backgrounds in screening tenants.
2. Consider incorporating a fair housing equity analysis into the review of significant rezoning proposals and specific plans.

Goal 5: Expand access to opportunity for protected classes.

Strategies:

1. Explore the voluntary adoption of Small Area Fair Market Rents or exception payment standards in order to increase access to higher opportunity areas for Housing Choice Voucher holders.
2. Continue implementing a mobility counseling program that informs Housing Choice Voucher holders about their residential options in higher opportunity areas and provides holistic supports to voucher holders seeking to move to higher opportunity areas.
3. Study and make recommendations to improve and expand Orange County's public transportation to ensure that members of protected classes can access jobs in employment centers in Anaheim, Santa Ana, and Irvine.
4. Increase support for fair housing enforcement, education, and outreach.

CITY OF COSTA MESA PROPOSED AI GOALS AND STRATEGIES

1. In collaboration with the Orange County Housing Authority (OCHA):
 - a. Attend quarterly OCHA Housing Advisory Committee to enhance the exchange of information regarding the availability, procedures, and policies related to the Housing Assistance Voucher program and regional housing issues.
 - b. Support OCHA's affirmative fair marketing plan and de-concentration policies by providing five-year and annual PHA plan certifications.
 - c. In coordination with OCHA and fair housing services provider, conduct landlord education campaign to educate property owners about State law prohibiting discrimination based on household income.
2. Through the City's fair housing contractor:
 - a. Provide fair housing education and information to apartment managers and homeowner associations on why denial of reasonable modifications/accommodations is unlawful.
 - b. Conduct multi-faceted fair housing outreach to tenants, landlords, property owners, realtors, and property management companies. Methods of outreach may include workshops, informational booths, presentations to community groups, and distribution of multi-lingual fair housing literature.



CITY OF COSTA MESA

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

ECONOMIC AND DEVELOPMENT
SERVICES DEPARTMENT

May 21, 2024

Mr. Rufus Washington, Director
HUD Los Angeles Field Office
U.S. Dept. of Housing & Urban Development
Office of Community Planning and Development
300 N. Los Angeles Street, Suite #4054
Los Angeles, CA 90012

SUBJECT: HOME Investment Partnership (HOME) Program Request to Increase Median Area Purchase Price Limit

Dear Mr. Washington:

The City of Costa Mesa is submitting a request to increase the Median Area Purchase Price Limit as part of its 2024-2025 Action Plan. In lieu of the limit provided by the U.S. Department of Housing & Urban Development (HUD) for FY 2024, the City is requesting permission to use an increased limit of \$1,439,250.

The City conducted its local market survey using data supplied by **Orange Coast Title Company**, which is based on information from the database of the Orange County Recorder and Assessor's offices. We have found this source to be accurate and reliable. The following are the steps used in the survey methodology:

1. Sales data on all single-family home sales, 1 April 2023 through March 31, 2024 in the City of Costa Mesa compiled in ascending order of sales price. Data includes the address of the listed properties, sales value, parcel number and date of sale.
2. Pursuant to 92.254(2)(iii), the length of the reporting period is dependent upon the volume of existing home sales in the City. If sales were 250 or less per month in the most recent 12 months (April 2023 to March 2024), then a minimum of a 3-month survey is used. Based on the attached report, the median home price was \$1,515,000 and 95% of this property value is \$1,439,250.
3. Methodology for Costa Mesa adjusted home limit increase request:

Median Sales Price for 106 sales: $\frac{N+1}{2} = \$1,515,000$

Single Family Unit: $\$1,515,000 (95\%) = \$1,439,250$

If you have any questions, please contact Mikelle Daily of the Housing and Community Development Office at 714-754-5678 or mikelle.daily@costamesaca.gov.

Sincerely,

SCOTT DRAPKIN
Assistant Director of Economic and Development Services

Attachment: Survey



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-217

Meeting Date: 5/21/2024

TITLE:

UPGRADES TO AUDIO/VISUAL EQUIPMENT AND BROADCAST SYSTEM

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: TONY DODERO, PUBLIC INFORMATION OFFICER

CONTACT INFORMATION: TONY DODERO, PUBLIC INFORMATION OFFICER (714) 754-5288

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Professional Services Agreement with Triton Technology Solutions, Inc. for audio/visual and broadcasting system upgrades for the Council Chambers, Control Room, Community Room, and Conference Room 1A, pursuant to CMMC 2-171(b).
2. Authorize the City Manager and City Clerk to execute the agreement and any future authorized amendments to the agreement.
3. Approve a budget appropriation of \$238,250 from available fund balances in the Information Technology Replacement Fund 603.

BACKGROUND:

Designing a New A/V Equipment and Broadcasting System

On December 3, 2013, the City Council: (1) approved designating \$1.6 million to upgrade the City's audio/visual equipment and broadcast system used to facilitate and broadcast public meetings that are routinely conducted in the Council Chambers and (2) directed City staff to issue a Request for Proposals (RFP) for this designation.

Due to the specialized nature of the designs, on December 7, 2015, the City entered into a Professional Services Agreement with Triton Technology Solutions, Inc. (Triton) for \$136,125 to provide professional engineering services to design the RFP bid specifications, which was expanded to include the Council Chambers, Control Room, Community Room, and Conference Room 1A. The design encompassed a vast and integrated audio/visual and broadcasting system, whose various components can be distinguished generally as follows:

- Audio equipment
- Camera equipment

- Presentation displays
- Computer displays and accessories
- Furniture, racks, and power distribution units
- Voting system
- Lighting equipment and system
- Production switchers and routers
- System storage, servers, and patch bays
- ***A/V digital media source control system***
- Broadcasting and streaming control system

The estimated cost for purchase of all of the above equipment categories was quoted at \$1.25 million in 2015. The estimated costs specifically designated for the “***A/V digital media source control system***” totaled \$105,274 from the \$1.25 million quote.

Constructing and Installing A/V Equipment and Broadcast System

On July 10, 2018, City Council adopted the plans, specifications, and working details for the City Hall Audio Visual (A/V) Improvement and Broadcast Production Upgrade Project - City Project No. 18-05. The City Council awarded Key Code Media, Inc. the RFP bid in July 2018 for \$1.75 million. However, because of the need for expertise and oversight during the construction and installation of the project design, on December 15, 2018, the City entered into a Professional Services Agreement with Triton for \$47,985 to provide design and review services during the construction phase on the CIP project.

On June 18, 2019, City Council meetings resumed in the renovated Council Chambers with the new media equipment operational. Since that time, Costa Mesa public meetings have been available to the public through the City’s CMTV3 channel, the online broadcasting channel, and YouTube. Since the COVID-19 pandemic, public meetings have also been available via Zoom. The City’s award winning CMTV team and City Clerks’ Office have been recognized for these efforts in providing excellent transparency during public meetings. In 2022, City Clerk Brenda Green received the City Clerk Award of Distinction for Technology and Innovation from the City Clerks Association of California, for her efforts in ensuring public access to City government meetings during a global pandemic where many other amenities had restrictive access. Most recently, the Voice of OC gave Costa Mesa an “A” rating for the efforts in transparency for broadcasting public meetings.

Discontinuation of Key Materials

Industry standards note that the lifespan of A/V and broadcasting systems and equipment can last up to eight (8) years. However, due to the impacts of the COVID-19 pandemic on manufacturing, production, and supply chain, many manufactures discontinued certain products, including some that were used by the City in their A/V and broadcasting systems.

Notably, key components of the “***A/V digital media source control system***” category, including the Crestron DigitalMedia switcher chassis, blades, and related accessories were discontinued and no

longer supported by the manufacturer. This system functions as the nucleus of the A/V system, which delivers ultra-fast signal routing and pure, lossless distribution of High-Definition Multimedia Interface (HDMI) and other signals to support all the digital media players, HDTV receivers, computers, cameras, and display devices. The system seamlessly manages all of the disparate A/V signals and devices to deliver a transparent user experience, and to ensure an optimum video image and audio signal at all facilities - Council Chambers, Control Room, Community Room, and Conference Room 1A.

ANALYSIS:

As a result of the discontinuation of key materials for the City's A/V digital media source control system, it is vital for staff to plan to replace the existing discontinued software. Therefore, staff is recommending an upgrade of the City's Council Chamber A/V and broadcasting system which has been discontinued by the manufacturer. Failure to upgrade the A/V digital media source control system component, will results in the inability to properly run the necessary audio and video components of the City's public meetings.

Triton designed the original system that formed the bid specifications for the original RFP in 2015. Triton managed the installation of the system in 2019, and the City has had a contract with them to maintain the system. Triton has a specialized knowledge of the City's A/V digital media control source system.

Due to (1) the specialized A/V and broadcasting technological systems currently in place at the Council Chambers, Control Room, Community Room, and Conference Room 1A and (2) the specialized knowledge of the City's current system, design, and operations that span over a decade, staff is recommending to enter into a professional services agreement with Triton Technology Solutions, Inc. to provide the following services to our Crestron DigitalMedia System:

- Program and Design Labor;
- Installation and Commissioning;
- Equipment Procurement; and
- Materials Installation.

The total estimated pricing for this professional service review is \$223,250. Staff is requesting an additional \$15,000 for any unforeseen costs related to this review for a total amount of \$238,250.

Program and design of the new system includes identifying the discontinued systems and providing suitable alternatives that meet the City's standards in providing excellent audio/visual and broadcasting services at public meetings. After design, the vendor would lead the procurement of the identified systems and technology, as well as the installation and programming of the materials.

ALTERNATIVES:

City Council may choose not to approve the agreement, however, the City runs the risk of losing the ability to adequately and functionally broadcast and stream its public meetings if it continues to rely on antiquated hardware and software.

FISCAL REVIEW:

The total estimated cost to review the Creston DigitalMedia System in the City's Council Chamber is \$238,250. There are sufficient fund balances available in the Information Technology Replacement Fund 603 to cover this project.

LEGAL REVIEW:

The City Attorney's Office has reviewed the report and the Professional Services Agreement and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council's goal to Maintain and Enhance the City's Facilities, Equipment, and Technology.

CONCLUSION:

Staff recommends the City Council:

1. Approve the Professional Services Agreement with Triton Technology Solutions, Inc. for audio/visual and broadcasting system upgrades for the Council Chambers, Control Room, Community Room, and Conference Room 1A, pursuant to CMMC 2-171(b).
2. Authorize the City Manager and City Clerk to execute the agreement and any future authorized amendments to the agreement.
3. Approve a budget appropriation of \$238,250 from available fund balances in the Information Technology Replacement Fund 603.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
TRITON TECHNOLOGY SOLUTIONS, INC.**

THIS AGREEMENT is made and entered into this 21st day of May, 2024 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and TRITON TECHNOLOGY, SOLUTIONS, INC., a California Corporation (“Consultant”).

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide professional engineering services to upgrade the City's existing audio/video design and specifications in the City Council Chambers, Control Room, Conference Room 1A, Community Room as more fully described herein; and

WHEREAS, 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

WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant’s Proposal, attached hereto as Exhibit “A,” incorporated herein by reference.

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 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 included in Exhibit A. In no event shall total compensation shall exceed Two Hundred Thirty-Eight Thousand Two Hundred and Fifty Dollars (\$238,250.00).

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 12 months, ending on May 20, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to,

finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

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

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any

and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

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

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

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

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

IF TO CONSULTANT:

Triton Technology Solutions, Inc.
32234 Paseo Adelanto, Suite E-1
San Juan Capistrano, CA 92675
Tel: (949) 388-3919
Fax: (866) 275-9175
Attn: Kristen Tetherton

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-4885
Attn: Hadassa Jakher

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 "B" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all

costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

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

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

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

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at

its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

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

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

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

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

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

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

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT

Signature

Date: _____

Name and Title

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

[Signatures continue on following page.]

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Tony Dodero
Project Manager

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____