



City of Costa Mesa

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

Agenda

Tuesday, June 21, 2022

6:00 PM

**City Council Chambers
77 Fair Drive**

***Note: All agency memberships are reflected in the title "Council Member"
5:00 P.M. Closed Session**

The City Council meetings are presented in a hybrid format, both in-person at City Hall and virtually via Zoom Webinar. Pursuant to the State of California Assembly Bill 361 (Gov. Code §54953(b)(3)) the City Council Members and staff may choose to participate in person or by video conference.

You may participate via the following options:

1. Attending in person: Attendees are encouraged to wear masks at their discretion.
2. 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).

3. Zoom Webinar: (For both 5:00 p.m. and 6:00 p.m. meetings)

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/98376390419?pwd=dnpFelc5TnU4a3BKWVlyRVZMallZZz09>

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

Enter Webinar ID: 983 7639 0419/ Password: 905283

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

Participate via telephone: (For both 5:00 p.m. and 6:00 p.m. meetings)

Call: 1 669 900 6833 Enter Webinar ID: 983 7639 0419/ Password: 905283

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

4. 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.

5. 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. Please e-mail to the City Clerk at cityclerk@costamesaca.gov NO LATER THAN 12:00 Noon on the date of the meeting.

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.

The City of Costa Mesa aims to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is currently provided, the Clerks office will attempt to accommodate in a reasonable manner. Note, Closed Captioning is available via the Zoom application. Please contact the City Clerk's office 24 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible 714-754-5225 or at cityclerk@costamesaca.gov.

El objetivo de la Ciudad de Costa Mesa es cumplir con la ley de Estadounidenses con Discapacidades (ADA) en todos los aspectos. Si como asistente o participante en esta junta, usted necesita asistencia especial, más allá de lo que actualmente se proporciona, la oficina del Secretario de la Ciudad intentara de complacer en una forma razonable. Favor de comunicarse con la oficina del Secretario de la Ciudad con 24 horas de anticipación para informarnos de sus necesidades y determinar si alojamiento es realizable al 714-754-5225 o cityclerk@costamesaca.gov.

CLOSED SESSION - 5:00 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 – ONE CASE
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Costa Mesa v. Newport Mesa Unified School District, Orange County
Superior Court Case No. 30-2021-01179397-CU-WM-CXC.
2. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to California Government Code Section 54957.6, (a)
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager
Name of Employee Organization: Costa Mesa City Employees Association (CMCEA).

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

JUNE 21, 2022 – 6:00 P.M.

JOHN STEPHENS
Mayor

MANUEL CHAVEZ
Council Member - District 4

ANDREA MARR
Mayor Pro Tem - District 3

JEFFREY HARLAN
Council Member - District 6

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

Jimmy Vivar

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.]

Pastor Christine Nolf, Redemption Church

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS:

1. Certificates of Recognition to Newport Harbor High School Girls' Lacrosse Team CIF Champions

2. Certificates of Recognition to Newport Harbor High School Girls' Water Polo Team CIF Champions
3. Certificates of Recognition to Newport Harbor High School Boys' Water Polo CIF SS Open Division Champions

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

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

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

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

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

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

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR (Items 1-11)

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: APPROVE THE READING BY TITLE ONLY 22-736 OF ALL ORDINANCES AND RESOLUTIONS**](#)

RECOMMENDATION:

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

2. **[READING FOLDER](#)** **[22-740](#)**

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Robert Becker, Jeffrey Pham, Mari Shimizu.

3. **[ADOPTION OF WARRANT RESOLUTION](#)** **[22-760](#)**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2682

Attachments: [1. 6.3.22 Summary Check Register.pdf](#)
[2. 6.10.22 Summary Check Register.pdf](#)

4. **[ADOPTION OF A RESOLUTION TO ALLOW MEMBERS OF THE CITY COUNCIL, COMMISSIONS AND COMMITTEES TO PARTICIPATE IN THE MEETINGS REMOTELY, AS NEEDED, DUE TO HEALTH AND SAFETY CONCERNS FOR THE MEMBERS AND THE PUBLIC](#)** **[22-741](#)**

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2022-xx to allow the members of the City Council, Commission, and Committees to participate in the meetings remotely, as needed, via Zoom due to:

- The current State of Emergency and global pandemic, which continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person; and
- Federal, State and/or local officials continue to impose or recommend measures to promote social distancing.

Attachments: [1. Draft Resolution No. 2022-XX](#)

5. **[BIENNIAL REVIEW OF CITY'S CONFLICT OF INTEREST CODE](#)** **[22-734](#)**

RECOMMENDATION:

Staff recommends the City Council approve Resolution No. 2022-xx revising the list of designated positions in the City's Conflict of Interest Code.

Attachments: [1. Designated Positions](#)
[2. Resolution 2022-xx](#)
[3. 2022 Local Agency Biennial Notice](#)

6. [MONTHLY UPDATE OF STRATEGIC PLAN GOALS AND 22-761 OBJECTIVES](#)

RECOMMENDATION:

Staff recommends the City Council approve the June 2022 update to the City of Costa Mesa's Strategic Plan Goals and Objectives.

Attachments: [Strategic Objectives - Update - June 2022](#)

7. [AGREEMENT FOR DIESEL FUEL PROCUREMENT AND DELIVERY 22-709 SERVICES WITH MERRIMAC PETROLEUM, INC.](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed Agreement with Merrimac Petroleum, Inc., DBA Merrimac Energy Group, 1240 Wardlow Road, Long Beach, CA 90807, for the purchase and delivery of diesel fuel in an annual amount not to exceed \$360,000 based upon pricing through an Agreement with the City of Torrance, Bid No. B2019-07, for an initial term of two (2) years effective July 1, 2022.
2. Authorize the City Manager and the City Clerk to execute the agreement and future authorized amendments to the agreement.

Attachments: [1. Agreement for Diesel Fuel Services](#)
[2. City of Torrance Bid](#)

8. [AMENDMENT FOR UNLEADED FUEL PROCUREMENT AND 22-743
DELIVERY SERVICES WITH PINNACLE PETROLEUM, INC.](#)

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve Amendment No. 1 to the agreement with Pinnacle Petroleum, Inc., increasing Fiscal Year 2021-2022's annual amount by \$120,000 and increasing the annual not to exceed amount for subsequent years by \$400,000, resulting in annual allocation of \$800,000.
2. Authorize the City Manager and the City Clerk to execute the amendment and future authorized amendments to the agreement.

Attachments: [1. Amendment No. 1](#)
[2. County of Orange Contract](#)

9. [ACCEPTANCE OF THE FAIRVIEW ROAD HIGHWAY SAFETY 22-742
IMPROVEMENT PROJECT, FEDERAL PROJECT NO.
HSIPL-5312\(102\), CITY PROJECT NO. 19-10](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work performed by Hardy & Harper, Inc., for the Fairview Road Highway Safety Improvement Project, Federal Project No. HSIPL-5312(102), City Project No. 19-10, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond, if appropriate, at the conclusion of the one-year warranty period.

Attachments: [1. Cost Summary](#)

10. **RENEWED MEASURE M (M2) ELIGIBILITY** **22-744**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the City's Maintenance of Effort (MOE) for Fiscal Year (FY) 2022-23.
2. Approve the M2 Seven-Year Capital Improvement Program (CIP) comprised of the City's Five-Year and future year CIP for FY 2022-23 through FY 2028-29.
3. Adopt Resolution No. 2022-xx, for the Update of the Pavement Management Plan.
4. Authorize staff to submit documents to meet M2 Eligibility requirements.

Attachments: [1. MOE Certification](#)
[2. M2 Seven-Year Capital Improvement Program](#)
[3. Proposed 2022 PMP Resolution](#)

11. **ACCEPTANCE OF CALRECYCLE SB 1383 LOCAL ASSISTANCE GRANT** **22-757**

RECOMMENDATION:

Staff recommends the City Council:

1. Accept \$159,969 CalRecycle's SB 1383 Local Assistance Grant Program that was recently awarded to the City.
2. Authorize the City Manager or designee with signature authority to execute all documents necessary to implement the grant and all grant-related reports to CalRecycle.
3. Authorize revenue and expense appropriations in the amounts of \$159,969, respectively, to account for the SB 1383 grant award in the City's FY2021-22 State Grant Fund (Fund 231).

Attachments: [1. SB 1383 Local Assistance Grant Program Awards](#)
[2. Exhibit A Terms & Conditions](#)
[3. Exhibit B Procedures & Requirements](#)

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. **[BUSINESS IMPROVEMENT AREA \(BIA\) REAUTHORIZATION, 22-762
RESOLUTION TO LEVY ANNUAL ASSESSMENT](#)**

RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct a public hearing regarding the Business Improvement Area (BIA) reauthorization and levy of the annual assessment for Fiscal Year 2022-2023.
2. Adopt Resolution No. 2022-XX, confirming the annual report filed by Travel Costa Mesa and levying an annual assessment for Fiscal Year 2022-23 for the Business Improvement Area (BIA) covering certain Costa Mesa hotels and motels (Attachment 1).
3. Approve the use of \$164,000 in Federal American Rescue Plan Funds as revenue recovery for City activities, programs and events, until annual hotel tax and BIA revenues are restored to normal levels.

Attachments: [1. Costa Mesa 2022-23 BIA Reso Levying Assessment](#)

2. [INTRODUCTION OF AN ORDINANCE TO APPROVE CODE 22-758
AMENDMENT CO-2022-XX, AMENDING PORTIONS OF TITLE 10 OF
THE COSTA MESA MUNICIPAL CODE PERTAINING TO PARKING
BY PERMIT ONLY AND TO AUTHORIZE RELATED FEES](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Introduce for first reading, by title only, Ordinance No. 2022-xx, to approve Code Amendment CO-2022-xx, amending portions of Title 10 of the Costa Mesa Municipal Code (CMMC) pertaining to parking by permit only and to authorize related fees.
2. Approve proposed Amendment No. 3 to the Professional Services Agreement with Dixon Resources Unlimited increasing the maximum compensation by \$60,950 for Residential Permit Parking Support Services, for a total not-to-exceed amount of \$192,950.
3. Authorize the City Manager and the City Clerk to execute the amendment and future authorized amendments to the agreement.

Attachments: [1. Ordinance RPP - Redline and Clean Versions](#)
[2. Amendment No. 3 to PSA](#)
[3. Revised RPP Guidelines and Policies](#)

OLD BUSINESS:

NONE.

NEW BUSINESS:

1. [**APPROVAL OF AMENDMENTS TO CITYWIDE RENTAL ASSISTANCE 22-698 PROGRAMS FUNDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve proposed Amendment No. 2 (Attachment 1) to the Subrecipient Agreement (SRA) with Mercy House Living Centers increasing the compensation by \$62,312, for a total Not-To-Exceed amount of \$392,633 for program administration for the City's CDBG-CV Rental Assistance Program for lower-income households without children.
2. Appropriate an allocation of \$500,000 in American Rescue Plan Act (ARPA) funds to augment the HUD funded Rental Assistance Program for Costa Mesa renters, and required ancillary services, if eligible, from this or any other Federal or City available and eligible Fund, as needed.
3. Authorize the City Manager and the City Clerk to execute any new agreements and any and all amendments to existing agreements for the augmented ARPA funding for the Rental Assistance Program to assist Costa Mesa renters to overcome housing instability.

Attachments: [1. Rental Assistance Amend. No 2.](#)
[2. MercyHouse \\$180k](#)
[3. MercyHouse Amendment No. 1](#)

2. [FIRST READING OF AN ORDINANCE REVISING CHAPTER III OF 22-755
TITLE 12 REGARDING THE PARKS, ARTS AND COMMUNITY
SERVICES COMMISSION TO REMOVE ARTS FUNCTIONS, FIRST
READING OF AN ORDINANCE ADDING CHAPTER IV OF TITLE 12
ESTABLISHING AN ARTS COMMISSION, AND RESULTING
DISSOLUTION OF THE CULTURAL ARTS COMMITTEE](#)

RECOMMENDATION:

Staff recommends City Council:

1. Read by title only, waive further reading and introduce Ordinance 2022-xx to rename the Parks, Arts and Community Services Commission to Parks and Community Services Commission and remove arts related language (Attachment 1).
2. Read by title only, waive further reading and introduce Ordinance 2022-xx to establish an Arts Commission that would serve as an advisory commission to the City Council in matters related to the City's Arts and Culture Master Plan (Attachment 2), and dissolve the Cultural Arts Committee accordingly.
3. Authorize a \$100.00 per month stipend for the Arts Commissioners.

Attachments: [1. ORDINANCE No. 22-23 Draft PACS Commission](#)
[2. ORDINANCE No. 22-24 Draft ARTS Commission](#)
[3. Arts Committee creation \(Minutes\)](#)
[4. Arts & Culture Master Plan Excerpt. Page 45](#)
[5. Example Arts Commission Application Questions](#)

3. [PROFESSIONAL SERVICES AGREEMENT WITH TCCG TECH 22-759
COAST CONSULTING GROUP LLC TO PREPARE AN ECONOMIC
DEVELOPMENT STRATEGIC PLAN FOR THE CITY OF COSTA MESA](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and authorize the City Manager and City Clerk to execute an agreement with TCCG Tech Coast Consulting Group LLC (TCCG), for a not-to-exceed amount of \$200,000 for the term of one year with an additional four one-year renewal options, in substantially the form as attached, and in such final form as approved by the City Attorney.
2. Authorize the City Manager and City Clerk to approve future amendments to the agreement with TCCG including potential increases in compensation so long as such amendments are within the annual budget.

Attachments: [1. TCCG Tech Coast Consulting Group LLC PSA](#)

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

ADJOURNMENT



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-736

Meeting Date: 6/21/2022

TITLE:

PROCEDURAL WAIVER: APPROVE THE READING BY TITLE ONLY OF ALL ORDINANCES AND RESOLUTIONS

RECOMMENDATION:

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



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-740

Meeting Date: 6/21/2022

TITLE:

READING FOLDER

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

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Robert Becker, Jeffrey Pham, Mari Shimizu.



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-760

Meeting Date: 6/21/2022

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. 2682

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. 22-12 On Cycle for \$ 2,939,437.42; 22 and City operating expenses for \$ 3,290,361.33

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0236882	6/1/2022	V	Bee Busters Inc	0000007572	04/01/22	(330.00)
Line Description: Lost check per vendor.						
TOTAL						(\$330.00)

CK Reg
6/3/22

330• -

1,078,264•73 +

23,075•07 +

187,833•39 +

1,288,843•19 *

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237642	06/03/22	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
0237643	06/03/22	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
0237646	06/03/22	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
0237647	06/03/22	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
0237648	06/03/22	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
TOTAL					0.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237631	06/03/22	P	Advantage Color Graphics	0000025397	19,156.99
			Line Description: Summer Guide Print Svc		
0237632	06/03/22	P	Axon Enterprise Inc	0000027317	15,950.12
			Line Description: Taser & Accessories		
0237633	06/03/22	P	Cabinets Plus	0000029638	21,410.00
			Line Description: Cabinet Install Senior Center		
			Cabinet Installation 1st floor		
0237634	06/03/22	P	Coastline Equipment	0000001710	40,931.63
			Line Description: Sales Tax 7.75%		
			Freight		
			Federal Excise Tax		
			Replacement Trailer for Unit 4		
			Sourcewell Discount of 15%		
			Steel Surcharge of 12%		
0237635	06/03/22	P	GameTime	0000009097	96,384.45
			Line Description: Playground Equipment for Jorda		
0237636	06/03/22	P	Jas Pacific	0000025875	62,445.00
			Line Description: Bldng Inspection -Mar 2022		
			Bldng Inspection -Apr 2022		
0237637	06/03/22	P	Jones & Mayer	0000014653	121,035.98
			Line Description: #109703-SoCAI Recovery		
			#109675-Development Svc		
			#109686-hUMAN rESOURCES		
			#109653-440 Fair/1179 NP		
			#109669-Code Enforcement		
			#109647-1269 & 1273 Baker		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: #109687-Insight Psychology
 #109683-H3
 #109679-FDC
 #109673-Cruz
 #109684-Hauck
 #109690-Moyer
 #109659-Bemede
 #109677-Duncan
 #109682-Garten
 #109688-Leaman
 #109689-Lehman
 #109658-Beavers
 #109663-Carrera
 #109668-Clifton
 #109680-Finance
 #109685-Housing
 #109704-Tippett
 #96662-Carranza
 #109667-City Mgr
 #109670-Corrales
 #109672-COVID 19
 #109674-DAlessio
 #109701-Schaefer
 #109702-Shalhoub
 #109660-Camp Lila
 #109676-Donaldson
 #109681-Fire Dept
 #109700-Risk Mgmt
 #109661-Casa Capri
 #109665-City Clerk
 #109692-Ohio House
 #109697-Public Svc
 #109648-153 Dle Mar
 #109651-227 Mesa Dr
 #109654-544 Bernards
 #109656-Animal CAr
 #109657-Amand/Blood
 #109664-City Attmy
 #109691-NMUSWD CEQA

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> #109693-Park & Comm #109695-Police Dept #109696-440 Fair Dr 109698-RDX Cata;ust #109649-1983 Wallace #109650-2104 Wallace #109652-2879 Mendoza #109671-City Council #109705-Windward Way #109699-Redhill Lokat #109655-8400 Center St #109666-City Clerk PRR #109694-Planning Comm		
0237638	06/03/22	P	PTM General Engineering Services Inc	0000020179	98,923.57
			<i>Line Description:</i> Retention Payable #370054 TrffcSignal Proj#21-01 #370054		
0237639	06/03/22	P	Pinnacle Petroleum, Inc	0000029315	27,633.77
			<i>Line Description:</i> PD-Unleaded Fuel		
0237640	06/03/22	P	Proactive Engineering Consultants Inc	0000028916	48,554.50
			<i>Line Description:</i> Storm Drain Imprv and Update		
0237641	06/03/22	P	Southern California Edison Company	0000004088	20,847.19
			<i>Line Description:</i> 2944 Bristol 3/17-4/16/22 2612 Harbor 3/17-4/17/22 Davis Field 3/30-4/28/22 Sr Cntr 3/30-4/28/22 2301 Harbor 3/25-4/25/22 3349 Sakioka 3/28-4/26/22 3351 Sakioka 3/28-4/28/22 Tennis Center 4/4-5/3/22 1035 Park Crest 4/4-5/3/22 885 Junipero 4/4-5/3/22		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: 970 Arlington 4/4-5/3/22
 2750 Fairview 4/-5/3/22
 980 Arlington 4/3-5/3/22
 3129 Harbor 4/1-5/2/22
 DRC 3/31-5/1/22
 702 Victoria 3/31-5/1/22
 702 1/2 Victoria 3/31-5/1/22
 JoannSt Bike Trail 4/1-4/30/22
 SD Fwy On/Off 4/1-4/30/22
 NPT Fwy/Baker 4/1-4/30/22
 19th/Npt 4/1-4/30/22
 1587 Sunflower 3/10-4/07/22
 1071 Bristol 3/21-4/19/22
 1040 Paularino 3/18-4/17/22
 555 1/2 Paularino 3/24-4/24/22
 Volucom Skate Pk 4/1-4/30/22
 1990 Placentia 4/6-5/5/22
 350 Bristol 3/11-4/10/22
 350 Bristol 4/11-5/10/22
 Arlington X-ing 4/10-5/10/22
 717 & 721 James 4/7-5/8/22
 BCC 4/7-5/8/22
 567 W 19th 4/7-5/5/22
 1587 Sunflower 4/8-5/9/22
 152 Baker 4/11-5/10/22
 2293 Canyon 4/7-5/8/22
 734 James 4/7-5/8/22
 745 W18th 4/7-5/8/22
 707 W 18th 7-5/8/22
 740 Jamens 4/7-5/8/22
 2590 Placentia 4/7-5/8/22
 744 James 4/7-5/8/22
 711 W 18th 4/7-5/8/22
 1940 Placentia 4/7-5/8/22
 782 Shalimar 4/8-5/9/22
 360 Ogle 4/12-5/11/22
 Prez Pk 4/13-5/12/22
 1560 Adams 4/12-5/12/22
 1040 Paularino 4/19-5/17/22

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 2612 Harbor 4/18-5/16/22 2944 Bristol 4/17-5/16/22 1071 Bristol 4/20-5/18/22 Baker/Royal Palm 4/1-4/30/22 Sunflower/Plaza-Apr 22		
0237644	06/03/22	P	Theodore Robins Ford	0000004245	42,451.48
			<i>Line Description:</i> FORD F-150		
0237645	06/03/22	P	US Bank	0000002228	192,773.78
			<i>Line Description:</i> Earth Day Office Supplies Business Meeting Registration for ASCE Awards Office Supplies for Transporta Cables Flash Drive Tablet Case GoPro Accessory Tablet Accessories UPS Battery Cartridges Label Maker and Supplies Microsoft 365 Monthly Sub On-Line Queing System Covid19 On-line Meeting Conf Platform Password Manager Subscription Microsoft 365 Sub Splitting Ch Office/Coffee Supplies 12 Subscription Webcam Accessory Windows 10/11 Pro Tools Push Carts Renewal NetNanny Windows 10/11 Pro HP LaserJet Pro Printer HP Color LaserJet Printer		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: Box Cutter/Velcro/ USB Recieve
 Color LaserJet CP3525 N Printe
 Registration-CFED EMS Conf
 Pictures for Firefighter Year
 Bagels:Fire Capt. Promo Interv
 Framing for (3) Firefighter Ye
 Fuel for City Auto/Fresno Symp
 Senior Chaplain License Renewa
 Replacement Panel for Display
 Lodging for Cinnamon Basco Tra
 Lodging for Donald Soldan Trai
 Anthony Rentz PC832 Cert Class
 CPSE Flight/Hotel-Grand Juncti
 Recognition Event Supplies
 Coffee/Snacks EMS Class 1-3
 Breakfast Burrito-Captains Mee
 Lodging for Conference
 Fuel for Conference Travel
 CFED-Coates
 Captains/Cheif Officer Retreat
 Station Kitchen Supplies
 Station no. 1 Oven Repair
 Power Adapters for BK Radios
 Monthly Digital Image Service
 Vinyl Decals-50% Down Payment
 Monthly Advertisement of Socia
 Vinyl Decals-Remaining Balance
 Ink Cartridge
 Water for Station 2 & 3
 Water- Captain's Meeting
 Tissue Paper for Swag Bags
 Items For Event at Station 4
 Supplies for Annual Captains
 Lunch-Annual Captains Meeting
 Supplies for Strategic Plan Wo
 Water for Strategic Plan Works
 Small Tools
 Excursion Deposits
 Safety Items for ROCKS

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: Excursion Day Camp 4/13
 Excursion Day Camp 4/14
 Excursion Day Camp 4/15
 Office Supplies for BCC
 Excursion Day Camp 4/12/22
 Recreation Equipment for BCC
 Safety Itemsn for Teen Program
 M&F Day Supplies & Food
 Supplies for Movie Monday
 Refreshments for AARP Lunch
 Recreation Equipment for Deco
 Trail/Wildlife Cam W/Batteries
 Art Supplies
 Food Truck Spring Fest
 Refund For Missing Art Items
 Reoccurring Monthly Fee
 Rec Equipment for LEAP
 Book Subscription for LEAP
 Food and Supplies for ROCKS
 Excursion Admin Fees for LEAP
 Participant Clothing for LEAP
 Special Event Supplies
 Office Supplies
 Staff Office Signage
 Preofessional Develop Training
 Credit Item&Protection Plan no
 Ergonomic Accessory for Office
 Promo Items for Volunteer Prog
 Recreation Equipt. for NHCC
 Permit Imprint USPS Mail Fee
 Certifications Required Staff
 Staff Uniform
 Equipment for Springfest Even
 Raffle Prize for Earth Day
 (2) 43' Smart TV
 Volunteers Recognition Luncheo
 Zak Tool Pocket Window Punch
 Monthly Cloud Storage Fee
 Visit to Former Volunteer in H

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description:

- Volunteer Appreciation Week Gi
- Catering Balance EOY Bkfst
- Tri-County Workshop Credit
- Lodging- Tri-County Workshop
- Parking-Meeting with Sup. Fole
- Car Accessories
- Smart TVs and Wall Mounts
- TV Mount for PD Lobby
- TV Monitors to Replace Jail Mo
- Supplies
- Marijuana Disposal
- Return of Home Depot Purchase
- SWAT Holsters for Taser
- Lodging/Gang Invest/Soto
- Lodging/Gang Invest/Molina
- Lodging/Gang Invest/Richie
- Lodging/Gang Invest/Selinske
- Tools for SWAT Weapon Maintena
- K9 Accessories and Subscriptio
- Refund
- Lodging/SLI/Diaz
- Tuition/CHIA/Moore
- Tuition/APCO/Phipps
- Tuition/CHIA/Cordero
- CHIA Membership/Moore
- Recruitment Interview
- CHIA Membership/Cordero
- EMT First Responder Bag
- Lodging/CHIA Conf/Moore
- Accidental Charge of OCSD
- Tuition/APCO/Leffingwell
- Accidental Charge of OCSD
- Lodging/CHIA Conf/Cordero
- Lodging/Arson Invest/Wilson
- Tuition/Taser Instruc/Brown
- Lodging/Chemical Agent/Chawla
- Tuition/Taser Instruc/Stocking
- Molle Pouch Multipurpose Waist

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: Tuition/Basic Dispatch/Maldona
 Tuition/Baton Instruct/Santiba
 Tuition/Baton Instruct/Stockin
 Tuition/Driver Simulaiton/3Off
 Tuition/Mental Health Conf/Gue
 Tuition/Rifle Marksmanship/Moo
 Uniform of Recruit Jacob Banks
 Flower EOY Bkfst
 Flowers EOY Bkfst
 Vet Services-Bodi
 Employee Recognition
 Food/Refreshments Bkfst
 Supplies/Frames/Shadow Boxes
 Specialty Donuts for EOY Bkfst
 eGAFFR eBook
 GASB Webinar Ash
 Budget Team Working Lunch
 GASB Virtual Webinar Dolly
 Office Supplies
 Subscription to Notify Public
 Mesa Water District
 Team Building Lunch
 Earth Day Food
 Event Supplies
 Agency Membership
 Springfest Event Props
 Earth Day Shirts for LEAP
 Springfest Event Supplies
 Awards and Installation Banque
 Art Supplies for ROCKS
 Rec Equipment for ROCKS
 Replacement Keys for BCC
 Promo Items for Teen Program
 Promo Items for ROCKS Program
 Deposit for Teen Camp Excursio
 Rec Equipment for Teen Progra
 Animal Care Services
 Animal Care Srvc-Promo Item
 Animal Care Srvc- Recreation

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>
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Line Description:

- Animal Care Srvc-General Train
- Supplies for Mothers Day
- Refreshments for AARP Lunch
- Refreshments for Mothers Day
- Deposit Entrtnmnt Independ Day
- Movie Monday & Streaming Subsc
- Refreshemnts for Artist Recept
- Refreshments for Artist Recept
- Reshments for Fathers Day Soci
- Supplies for Father Day Social
- Supplies for Senior Grocery Pr
- Rec Equipt for Teen Program
- Excursion Deposits for Teen Ca
- Food and Supplies for Teen Pro
- Office Supplies for Teen Progr
- Rec Equipment for Teen Progra
- Deposits for Camp Excursion
- Eqiptment for Camp Costa Mesa
- Professional Development Equip
- Refreshments for Camp CM Parti
- Pelican Rifle Case SWAT
- Bodi Bed
- Fuel for Unit #781
- CM-Items for CMBS Kitchen
- CM-Recon/Diversion ClientJO MI
- Office Supplies
- Amtrak Recon/Diversion TI CA
- Amtrak Travel Insurance TI CA
- Transport for Outreach Clients
- AAA Batteries
- City Council Meal
- Supplies for Asst CM
- Refund- Expand-A-File
- City Council Meeting Meal
- Supplies for Neighborhood Mng
- CM- Monthly Subscription Fees
- Annual Membership Dues
- Gov Programming Awards Fee
- OC Mayor's District 5 Meeting

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description:

- Business Reply Mail#300000 Fee
- Hotel for CCAC Conf Brenda G
- CCAC Banquet Dinner Reg Tammy
- Service Fee CCAC Conf. Brenda
- CCAC Conf Regist. Brenda Green
- Remarkableb Bundle
- Business Meeting- Food
- Flowers for District Meeting
- Coffee Supplies for CM Office
- Ldrship/Business Meeting Food
- Refund for SCAG Regional Conf
- Coffee for City Managers Offic
- Refreshments for Telecomm Week
- Booth Expenses
- Council Dais Snacks
- Sunset Cruise Mixer
- Custom Photo Framing
- Certificate/Proc Frames
- Meeting Lunch
- 2 Avaya Desk Phones
- Digital LA Times Subscription
- Wristbands for Community Event
- CACEO Membership Alex Ruiz
- CACEO Membership David Saito
- CACEO Membership Emma Warner
- CACEO Membership Rene Macias
- CACEO Membership Andy Godinez
- CACEO Membership Amber Miranda
- CACEO Membership Monique Arred
- CACEO Membership Winston Karug
- CACEO Membership YesniaGallard
- Cannabis Portal
- Cannabis Subscription
- Working Meeting Items
- APA Membership Nany Huynh
- Journal APA-Jeffrey Rimando
- APA Membership Jarrod Coleman
- 3 Belkin Power Strip Surge Pro
- APA Membership Gabriel Villalo

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> APA Membership Jeffrey Rimando Fred Pryor Seminar-Brontee Ste Training Job Posting Raters Meals Meet and Greet Meet and Greet- CR Health & Wellness Program Principal Planner Recruitment Earth Day Event Business Meeting Registration for Conference CEAOC Meeting- Seung Yang Online Workshop-Bobby Fouladi 2022 ASCE OC Ticket Hector Sor Avaya Display Phone Cristina O Registration to ITE Techn Conf Window Lock for DRC Work Safety Traffic Control CI		
0237649	06/03/22	P	Urban Professional Builders Inc	0000029414	16,182.90
			<i>Line Description:</i> Proj#21-06 210004 Ret Payable FS#3 ImprvProj#21-06 210004		
0237650	06/03/22	P	Williams Scotsman Inc	0000010492	17,524.10
			<i>Line Description:</i> Trailer Lease Less Two Pymnts Trailer Lease 3/27-7/23/22 Cr for Monthly Trailer Lease Cr for Trailer Lease		
0237651	06/03/22	P	A & A Wiping Cloth Inc	0000018633	2,534.92
			<i>Line Description:</i> Warehouse Floor Stock		
0237652	06/03/22	P	Accurate Pistol Systems Inc	0000029531	8,339.85
			<i>Line Description:</i> Sales Tax 7.75%		

SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 1 SHOTGS w/holster pin install		
0237653	06/03/22	P	Amazing Moments Photo Booth	0000029668	200.00
			<i>Line Description:</i> Mothers Day Photo Booth		
0237654	06/03/22	P	BKF Engineers	0000024944	7,289.00
			<i>Line Description:</i> CM Ped Bridge Replacement		
0237655	06/03/22	P	Banner Bank	0000024288	3,917.09
			<i>Line Description:</i> Retention Pmnt #20-18		
0237656	06/03/22	P	Bee Busters Inc	0000007572	440.00
			<i>Line Description:</i> Bee Colony Abatement		
			Bee Colony Abatement		
			Invoice #133600 Short Paid		
			Bee Colony Abatement		
			Bee Colony Abatement		
			Bee Colony Abatement		
			Bee Colony Abatement		
0237657	06/03/22	P	Bound Tree Medical LLC	0000011695	1,240.84
			<i>Line Description:</i> EMS Suppliesa		
			EMS Suppliesa		
			EMS Suppliesa		
0237658	06/03/22	P	Bracken's Kitchen Inc	0000029468	6,704.21
			<i>Line Description:</i> Shelter Meal Svs-5/9-5/23/22		
0237659	06/03/22	P	Bureau Veritas North America Inc	0000016616	5,605.00
			<i>Line Description:</i> Plan Check Svc		
			Plan Check Svc		
			Plan Check Svc		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237660	06/03/22	P	CALBO	0000001483	1,560.00
			Line Description: Ed Week Registration		
0237661	06/03/22	P	CBE	0000015149	1,025.15
			Line Description: COPIER MAINTENANCE		
			COPIER MAINTENANCE		
			COPIER MAINTENANCE		
			COPIER MAINT4/5-5/5/22		
			COPIER MAINTENANCE		
			COPIER MAINTENANCE		
			COPIER MAINTENANCE		
			COPIER MAINTENANCE		
0237662	06/03/22	P	California Department of Justice	0000001533	2,923.00
			Line Description: DOJ Fingerprint App Fees Apr22		
0237663	06/03/22	P	CoStar Realty Information Inc	0000024413	600.00
			Line Description: Software Monthly Fee		
0237664	06/03/22	P	Costa Mesa Newport Harbor Lions Club	0000001818	5,000.00
			Line Description: Fish Fry Sponsorship		
0237665	06/03/22	P	Dummies Unlimited	0000005769	189.22
			Line Description: Compact Search Props		
0237666	06/03/22	P	EmbroidMe Costa Mesa	0000029208	1,574.87
			Line Description: DRC Lifeguard Uniform		
0237667	06/03/22	P	Fair Housing Foundation	0000019956	1,700.22
			Line Description: 2021-22 CDBG Grant-Apr 2022		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237668	06/03/22	P	Federal Technology Solutions Inc	0000024174	498.07
			Line Description: CABLE INSTALLATION		
0237669	06/03/22	P	Fuel Pros Inc	0000026476	175.00
			Line Description: CY DO Inspection-Apr 2022		
0237670	06/03/22	P	GMS Elevator Services	0000028704	14,107.50
			Line Description: Retention Payable #200091		
			CH Elevator Proj#20-03/200091		
0237671	06/03/22	P	Galis LLC	0000002297	5,169.03
			Line Description: Uniform-Baker		
			Uniform-Roman		
			Uniform-Gomez		
			Uniform-Davis		
			Uniform-Gallogoes		
			Safety Vest-Everett		
			Uniform-Chartier		
			Uniform-Alegado		
			Uniform-Manson		
			Uniform-Hernandez		
			Uniform-Banks		
0237672	06/03/22	P	Game Truck	0000029273	525.00
			Line Description: Day Camp 3/9/22		
0237673	06/03/22	P	Glendale Parade Store LLC	0000021396	590.47
			Line Description: Honor Guard Uniform		
0237674	06/03/22	P	Grainger	0000002393	1,561.03
			Line Description: Tennis - Bulbs		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Bridge Shelter- Pump		
0237675	06/03/22	P	Interwest Consulting Group Inc	0000021505	6,185.00
			Line Description: NPDES/WQMP Support-Mar 22 Storm Drain Imprv-Mar 2022 Engineering Svc-Feb 2022		
0237676	06/03/22	P	Irvine Ranch Water District	0000005112	1,232.26
			Line Description: 2603 Elden 4/12-5/11/22 106 Del Mar 4/12-5/11/22 170 Del Mar 4/12-5/11/22 220 23rd 4/12-5/11/22 308 University Dr 4/12-8/11/22 258 Brentwood 4/12-5/11/22 261 Monte Vista 4/12-5/11/22		
0237677	06/03/22	P	Joe Mar Polygraph & Investigation	0000027462	1,800.00
			Line Description: Pre-Employment Polygraph Exam		
0237678	06/03/22	P	Kelly Spicers Stores	0000029500	396.95
			Line Description: Color Copy Paper		
0237679	06/03/22	P	Keyser Marston Associates Inc	0000002824	560.00
			Line Description: Inclusionary HousinRpt-Apr 22		
0237680	06/03/22	P	Kezia Montes	0000029667	200.00
			Line Description: Mothers Day Brunch Entertainmen		
0237681	06/03/22	P	Knorr Systems Inc	0000005036	408.95
			Line Description: DRC Pool Chemical		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237682	06/03/22	P	LexisNexis Risk Data Management Inc	0000010987	288.00
			Line Description: Public Records Access Apr22		
0237683	06/03/22	P	LineGear Fire & Rescue Equipment	0000026007	77.58
			Line Description: Patch on Sleeves/Name & Rank		
0237684	06/03/22	P	Linear Systems, Inc	0000029210	386.98
			Line Description: Shipping Fee		
			LP-E17 Battery		
			Sales Tax 7.75%		
0237685	06/03/22	P	Long Beach BMW	0000015745	416.75
			Line Description: Stock- Motor Oil		
0237686	06/03/22	P	Madeline Sauer	0000029676	1,841.31
			Line Description: Injury Settlement DOL-4/5/22		
0237687	06/03/22	P	Merrimac Energy Group	0000021566	13,155.92
			Line Description: Firdrl Fuel-FS #1		
			Diesel Fuel-FS #2		
			Diesel Fuel-FS #5		
			Diesel Fuel-FS #6		
			Diesel Fuel-CY		
0237688	06/03/22	P	Neb Cal	0000004939	1,327.48
			Line Description: Laser Checks		
0237689	06/03/22	P	New Legacy LLC	0000026964	538.75
			Line Description: Mother's Day Brunch SC 5/4/22		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237690	06/03/22	P	Onward Engineering <i>Line Description:</i> Newport Blvd Widening Project	0000003212	9,947.50
0237691	06/03/22	P	Orange County Treasurer Tax Collector <i>Line Description:</i> Afis Fees for May 2022	0000003489	4,491.00
0237692	06/03/22	P	Orange County Treasurer Tax Collector <i>Line Description:</i> Material Testing- Lions Park Material Testing Merrimac Way Material Testing- Fairview Dr	0000003489	14,279.00
0237693	06/03/22	P	Priceless Pet Rescue <i>Line Description:</i> Animal Transfer Fee Adoptions	0000026000	550.00
0237694	06/03/22	P	Procure America Inc <i>Line Description:</i> Cost Reduction Svcs CH Feb22 Cost Reduction Svcs SC Feb22	0000025663	981.48
0237695	06/03/22	P	Proforce Law Enforcement <i>Line Description:</i> Mags Sales Tax 7.75% Weapon Lights Sales Tax 7.75%	0000015742	1,643.67
0237696	06/03/22	P	Prudential Overall Supply <i>Line Description:</i> Fleet Mate Svs-Mar 2022 Fleet Uniforms-Mar 2022 Facilities Uniform Svc-Mar2022 St/Traffic Uniform-Mar 2022 Parks Uniforms-Mar 2022	0000025480	844.40

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237697	06/03/22	P	RS Hughes Company Inc	0000003867	193.95
			Line Description: WHSE Floor Stock		
0237698	06/03/22	P	RS Hughes Company Inc	0000003867	1,508.60
			Line Description: WHSE Floor Stock		
0237699	06/03/22	P	Ralph Andersen & Associates	0000005601	7,500.00
			Line Description: Consulting-Recruitment		
0237700	06/03/22	P	Scott Fazekas & Associates Inc	0000003961	2,281.85
			Line Description: Plan Check Services 4/1-4/30		
0237701	06/03/22	P	Sharp Electronics Corp	0000015355	92.13
			Line Description: COPIER LEASE May 2022		
			COPIER LEASE		
0237702	06/03/22	P	South Coast Air Quality Mgmt District	0000003939	582.74
			Line Description: Annual Renewal Fee-FS4		
			Annual Emissions Fee		
0237703	06/03/22	P	Southern California Shredding Inc	0000025605	155.00
			Line Description: ON-SITE SHREDDING SERVICES		
			ON-SITE SHREDDING SERVICES		
			Records Destruction May 2022		
0237704	06/03/22	P	Susan Saxe Clifford PHD	0000003932	450.00
			Line Description: Pre Employment Psych Eval		
0237705	06/03/22	P	Swank Motion Pictures Inc	0000019680	665.00
			Line Description: Movie in the Park-6/18/22		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237706	06/03/22	P	The Code Group Inc	0000025073	13,175.57
			Line Description: Inspection Svc-Apr 2022		
0237707	06/03/22	P	The Home Depot Credit Services	0000002560	10,151.08
			Line Description: Maint Svcs - Electrical Supp		
			Maint Svcs - Auto Parts/Sup		
			Maint Svcs - Plumbing Supp		
			Maint Svcs - Hardware Supp		
			Maint Svcs - General Supp		
			Maintenance Svcs - Tools		
			Fire Suppression - Tools		
			Warehouse Floor Stock		
0237708	06/03/22	P	Townsend Public Affairs Inc	0000021510	13,000.00
			Line Description: Consulting Svc-Apr 2022		
			Consulting Svc-May 2022		
0237709	06/03/22	P	Triton Technology Solutions Inc	0000021687	1,177.88
			Line Description: A/V Repair & Maintenance Svcs		
0237710	06/03/22	P	United Shield International	0000029584	13,925.88
			Line Description: Freight		
			Sales Tax 7.75%		
			Ballistic Shields		
			LED Light 7000 Lumens		
			Padded Half Shield Bags		
0237711	06/03/22	P	United Site Services of California Inc	0000015552	21.55
			Line Description: Portable Toilet Services		
0237712	06/03/22	P	Verified First LLC	0000027240	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> Pre-Employment Credit Check Credit Check- Late Fee		
0237713	06/03/22	P	Verizon Wireless	0000008717	5,955.08
			<i>Line Description:</i> PD Cell Phones 3/24-4/23/22		
0237714	06/03/22	P	Vortex Industries Inc	0000004437	652.72
			<i>Line Description:</i> FS6- 6 Month Maintenane		
0237715	06/03/22	P	WLC Architects Inc	0000023955	12,666.76
			<i>Line Description:</i> CMFD #3 Proj-Apr 22		
0237716	06/03/22	P	Waxie Sanitary Supply	0000004480	904.28
			<i>Line Description:</i> Wareh Warehouse Floor Stock Warehouse Floor Stock Warehouse Floor Stock		
0237717	06/03/22	P	West Coast Lights & Sirens	0000019303	2,797.75
			<i>Line Description:</i> 055&058- Light Bars		
0237718	06/03/22	P	Wittman Enterprises LLC	0000026639	13,104.00
			<i>Line Description:</i> Ambulance Billing April 2022		
					TOTAL \$1,078,264.73

Bank: DDP1
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013540	05/31/22	P	Alan F Kent	0000006393	2,174.79
			Line Description: 1% Supplemental Pay June 2022		
013541	05/31/22	P	Beckee Cost	0000016309	946.08
			Line Description: 1% Supplemental Pay June 2022		
013542	05/31/22	P	Chris Morris	0000007439	2,500.00
			Line Description: Monthly LTD Payment-June 2022		
013543	05/31/22	P	Danny Hogue	0000006802	1,137.03
			Line Description: 1% Supplemental Pay June 2022		
013544	05/31/22	P	Darlene Bell	0000005602	580.54
			Line Description: 1% Supplemental Pay June 2022		
013545	05/31/22	P	David A Dye	0000002065	260.90
			Line Description: 1% Supplemental Pay June 2022		
013546	05/31/22	P	Edward Dryzmala	0000006686	1,377.28
			Line Description: 1% Supplemental Pay June 2022		
013547	05/31/22	P	Gale Tusco	0000017460	233.08
			Line Description: 1% Supplemental Pay June 2022		
013548	05/31/22	P	Gary D Webster	0000004487	1,204.44
			Line Description: 1% Supplemental Pay June 2022		
013549	05/31/22	P	George J Yezbick Jr	0000005045	1,164.00
			Line Description: 1% Supplemental Pay June 2022		

Bank: DDP1
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013550	05/31/22	P	Harlan Pauley	0000003569	232.12
			Line Description: 1% Supplemental Pay June 2022		
013551	05/31/22	P	James M Miller	0000007440	2,500.00
			Line Description: Monthly LTd Payment-June 2022		
013552	05/31/22	P	Kathleen Zuorski	0000025225	504.52
			Line Description: 1% Supplemental Pay June 2022		
013553	05/31/22	P	Linda Boylan	0000023340	57.98
			Line Description: 1% Supplemental Pay June 2022		
013554	05/31/22	P	Matthew J Collett	0000001720	856.58
			Line Description: 1% Supplemental Pay June 2022		
013555	05/31/22	P	Paul A Cappuccilli	0000007705	1,214.50
			Line Description: 1% Supplemental Pay June 2022		
013556	05/31/22	P	Phil Dickens	0000005801	511.76
			Line Description: 1% Supplemental Pay June 2022		
013557	05/31/22	P	Richard J Johnson	0000005620	1,255.66
			Line Description: 1% Supplemental Pay June 2022		
013558	05/31/22	P	Ted Curry	0000001896	1,037.98
			Line Description: Monthly LTD Payment-June 2022		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 3

Run Date May 31, 2022

Run Time 3:04:00 PM

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>
013559	05/31/22	P	Thomas J Lazar	0000002925	1,703.25
<i>Line Description:</i> 1% Supplemental Pay June 2022					
013560	05/31/22	P	William H Bechtel	0000001224	1,622.58
<i>Line Description:</i> 1% Supplemental Pay Aug 2021					
TOTAL					\$23,075.07

Bank: DDP1
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013561	06/03/22	P	Alberto Lopez	0000009980	24.00
			Line Description: Assertive Supervisors		
013562	06/03/22	P	Arnold Alegado	0000022089	16.00
			Line Description: Diversionary Device		
013563	06/03/22	P	Carlos Diaz	0000013277	259.00
			Line Description: Sherman Block SLI #4-CD		
013564	06/03/22	P	Crystal Cordero	0000023322	407.00
			Line Description: Sexual Assault-CC		
013565	06/03/22	P	Eric Fricke	0000021262	288.00
			Line Description: Firearms Instructor Course-EF		
013566	06/03/22	P	Eric Molina	0000027834	542.00
			Line Description: Special Weapons/Tactical-EM		
013567	06/03/22	P	Ian Howard	0000029410	24.00
			Line Description: UAS Basic Pilots Course		
013568	06/03/22	P	Jacob Schulze	0000026462	40.00
			Line Description: BAsic Crisis Negotiations		
013569	06/03/22	P	Jared Barnes	0000014094	1,250.00
			Line Description: College Tuition Reimb-Spring 2		
013570	06/03/22	P	Joe Lopez	0000026113	80.00
			Line Description: Celebrite Cert Operator		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> ICI Technology Investigation		
013571	06/03/22	P	Jonathan Neal	0000021318	232.44
			<i>Line Description:</i> CPSE Training		
013572	06/03/22	P	Joseph Carboni	0000024422	30.74
			<i>Line Description:</i> Pepperball Instructor		
013573	06/03/22	P	Julie Dance	0000006665	40.00
			<i>Line Description:</i> ICI Technology Investigation		
013574	06/03/22	P	Kenneth Tu	0000027512	250.00
			<i>Line Description:</i> City Mgr Leadership Award-Mar		
013575	06/03/22	P	Kha Bao	0000019740	16.00
			<i>Line Description:</i> Adv Roadside Impaired Driving		
013576	06/03/22	P	Luis Gomez	0000004237	40.00
			<i>Line Description:</i> Crash Data Retrieval		
013577	06/03/22	P	Mark Geiger	0000020903	225.00
			<i>Line Description:</i> Instructor 2 Cert Fire Control 3B Cert		
013578	06/03/22	P	Michelle Bradbury	0000014380	500.00
			<i>Line Description:</i> Clothing Allowance 2021-22		
013579	06/03/22	P	Omar Amaya	0000027488	320.00
			<i>Line Description:</i> Intermediate Wildland Behavior		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 3

Run Date Jun 02, 2022

Run Time 2:01:26 PM

Bank: DDP1

Cycle: ADIRDP

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
013580	06/03/22	P	Slawek Luczkiewicz	0000021389	234.40
			<i>Line Description:</i> Supervisory Course		
013581	06/03/22	P	Travel Costa Mesa	0000024750	183,014.81
			<i>Line Description:</i> BIA Receipt-Apr 2022		
TOTAL					\$187,833.39

End of Report

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013582	06/10/22	P	Costa Mesa Employees Association	0000006284	2,964.56
			<i>Line Description:</i> Payroll Deduction-2212		
013583	06/10/22	P	Costa Mesa Executive Club	0000006286	75.00
			<i>Line Description:</i> Payroll Deduction-2212		
013584	06/10/22	P	Costa Mesa Firefighters Association	0000001812	7,800.27
			<i>Line Description:</i> Payroll Deduction-2212		
013585	06/10/22	P	Costa Mesa Police Association	0000001819	7,200.00
			<i>Line Description:</i> Payroll Deduction-2212		
013586	06/10/22	P	Costa Mesa Police Management Assn	0000005082	225.00
			<i>Line Description:</i> Payroll Deduction-2212		
					TOTAL \$18,264.83

0* *

18,264.83 +
 348,405.37 +
 1,266.16 +
 1,633,581.78 +
 2,001,518.14 *

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 reg.
 6/10/22

Bank: CITY

Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237719	06/08/22	P	Buchaite A Professional Corporation	0000028918	63,622.87
			Line Description:		
			Legal Svc-SoCal Recovery		
			Legal Svc-National Therapeutic		
			Legal Svc-Ohio House		
			Legal Svc-Ohio House		
			Legal Svc-Casa Capri		
0237720	06/08/22	P	Everett Dorey LLP	0000026882	284,782.50
			Line Description:		
			#000016-Insight Psychology		
			#000004-National Therapeutic		
			#000003-Casa Capri		
			#000015-Ohio House		
			#000017-Ohio House		
			#000006-SoCal Recovery		
			#000001-General Matters		
			#0000019-Northbound & RAW		
			#000016-InsightbPsychology		
			#000015-Ohio House		
			#000006-SoCal Recovery		
			#000005-Pacific Shore		
			#000014-RAW Recpveru		
			#000003-Casa Capri		
			#000001-General Matters		
TOTAL					\$348,405.37

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237721	06/10/22	P	AAA Flag & Banner Mfg Co Inc	0000021352	16,677.59
			Line Description: 2022 CITY OF COSTA MESA "WEST AAA RETURN DELIVERY UPON REMOV AAA FLAG & BANNER INTERNAL PER 49 - 24"W X 36"H DF:S, 1 PLY V 2022 POLE BANNER CAMPAIGN - CO 16 - 3"W X 6"H DF:S, 1 PLY VIN Sales Tax		
0237722	06/10/22	P	Allied Universal Security Services	0000029524	61,455.08
			Line Description: Jail Svc-Apr 2022		
0237723	06/10/22	P	AssetWorks Inc	0000020210	21,934.84
			Line Description: ANNUAL SOFTWARE MAINTENANCE		
0237724	06/10/22	P	Bureau Veritas North America Inc	0000016616	27,832.64
			Line Description: Plan Check Svc-Mar 22 Plan Check Svc-Dec 21 Plan Check Svc-Jan 2022 Plan Check Svc-Feb/Mar 22 Plan Check Svc-Apr 2022		
0237725	06/10/22	R	CDCE Inc	0000019481	369,678.88
			Line Description: Sales Tax 7.75% DC Vehicle Adapter Shipping Fee Panasonic G2 Rotating Hand Str Panasonic CF-33 Rotating Hand Sales Tax 7.75% Recycling Fee for Monitors Panasonic Toughbook CF-33 MK2 Panasonic: 4th & 5th yrs. Publ Sales Tax 7.75% Premium Keyboard for CF-33 MK1		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Sales Tax 7.75% Digitizer Pen for FZG2.2 Butto Sales Tax 7.75%		
0237726	06/10/22	P	California Waters Development Inc	0000029492	74,365.62
			<i>Line Description:</i> Retention Payable DRC Pool Proj #21-08/200062 DRC Pool Proj #21-08/800027		
0237727	06/10/22	P	Care Ambulance Service Inc	0000019807	75,925.00
			<i>Line Description:</i> Ambulance Svc 5/1-5/15/22 Surge Unit Svc-Apr 2022		
0237728	06/10/22	P	City Net	0000029222	17,151.65
			<i>Line Description:</i> Street Outreach CDBG-Apr 2022		
0237729	06/10/22	P	Endemic Environmental Services Inc	0000021277	25,960.00
			<i>Line Description:</i> FP Biological Mgmt/Rehab-Apr22		
0237730	06/10/22	P	KOA Corporation	0000003129	24,033.11
			<i>Line Description:</i> Adams/Pinecreek-Apr 2022 Adams/Pinecreek-Mar 2022		
0237731	06/10/22	P	LN Curtis & Sons	0000002983	84,478.92
			<i>Line Description:</i> S789 Edraulic 3.0 EWXT Cutter KSV11 Chain Set with Clevis Lo R522 Edraulic 3.0 EWXT Ram 9Ah SP555 Edraulic 3.0 EWXT Spread SALES TAX CUSTOM WORK BY ECMS PER COSTA 36X30 Black Pbi Stretch Athlet 36X32 Gold Pbi Stretch Athleti 38X30 Black Pbi Stretch Athlet		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Sales Tax 38x30 Slim FC362G1 Gold 7.0 PB 36x32 Slim FC362G1 Gold 7.0 PB SALES TAX 38X32 Gold Pbi Stretch Athleti		
0237732	06/10/22	P	Sagecrest Planning & Environmental	0000025748	29,080.00
			<i>Line Description:</i> Consulting Srvs- David B. Apr Consulting Srvs-David Blumenth Consulting Srvs-Simin Zakavand		
0237733	06/10/22	P	Tovey Shultz Construction Inc	0000025581	130,798.13
			<i>Line Description:</i> Retention Proj #800015		
0237734	06/10/22	P	Tyler Technologies Inc	0000027279	193,558.00
			<i>Line Description:</i> LAND MANAGEMENT SYSTEM LAND MANAGEMENT SYSTEM LAND MANAGEMENT SYSTEM LAND MANAGEMENT SYSTEM LAND MANAGEMENT SYSTEM LAND MANAGEMENT SYSTEM LAND MANAGEMENT SYSTEM LAND MANAGEMENT SYSTEM		
0237735	06/10/22	P	West Coast Arborists Inc	0000004498	66,412.20
			<i>Line Description:</i> Work Completed 5/1-5/15/22 Work completed 4/16-4/30/22		
0237736	06/10/22	P	Z&K Consultants, Inc	0000029416	98,044.00
			<i>Line Description:</i> Prof Srvs Jack Hammet Imprvmnt Prof Srvs Jack Hammett Imprvmn		
0237737	06/10/22	P	AH Accounting LLC	0000029518	10,275.00

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Temp Svc-Acct Spvsr May 2022		
0237738	06/10/22	P	AKAL Consultants	0000021519	5,120.00
			Line Description: Fairview Rd Proj		
0237739	06/10/22	P	ARC	0000022726	59.56
			Line Description: Fire Dept Proj Price Tags		
0237740	06/10/22	P	AT & T Teleconference Services	0000001107	457.39
			Line Description: Teleconference Service Apr 22		
0237741	06/10/22	P	Aardvark	0000006632	370.04
			Line Description: Sales Tax 7.75% Shipping Fee 12 Gauge TKO Breaching Round		
0237742	06/10/22	P	Advanced Chemical Transport Inc	0000002951	7,176.11
			Line Description: Haz Mat Bin Pick Up Svc Haz Mat Bin Pick Up Svc		
0237743	06/10/22	P	American Public Works Association	0000007215	550.00
			Line Description: Mbrshp-Oquendo		
0237744	06/10/22	P	Ana Alba	0000029684	6,500.00
			Line Description: Refund Permit PS19-00803 Refund Permit PS 22-00066		
0237745	06/10/22	P	Aramark Correctional Services Inc	0000013108	1,158.84
			Line Description: Jail Food Svc04/7-4/27/22		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237746	06/10/22	P	Artesia Sawdust Products	0000019004	1,574.52
			Line Description: Playground Chips		
0237747	06/10/22	P	Asbury Environmental Services	0000001088	85.00
			Line Description: Used Oil Svc		
0237748	06/10/22	P	Athletic Field Specialists	0000023215	6,105.00
			Line Description: Sports Field Svs-Apr 2022		
0237749	06/10/22	P	Atlas Planning Solutions	0000026909	2,500.00
			Line Description: CM LHMP-Apr 2022		
0237750	06/10/22	P	BIT Pros Inc	0000029087	7,360.00
			Line Description: Annual Pump Testing		
0237751	06/10/22	P	Beacon Health Options Inc	0000026762	878.75
			Line Description: Employee Assistance Prog-May22		
0237752	06/10/22	P	Bound Tree Medical LLC	0000011695	764.28
			Line Description: EMS Supplies		
			EMS Supplies		
			EMS Supplies		
0237753	06/10/22	P	Bracken's Kitchen Inc	0000029468	6,705.28
			Line Description: Shelter Meal Svc 5/23-6/6/22		
0237754	06/10/22	P	Breanna Valadez	0000029686	183.49
			Line Description: refund Permlt B21-00437		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237755	06/10/22	P	CAPF	0000004755	2,271.50
			Line Description: Firefighter LTD-June 2022		
0237756	06/10/22	P	CBE	0000015149	3,100.52
			Line Description: Copier Maint 5/5-6/4/22		
			Copier Maint 4/20-5/19/22		
			Copier Maint 1/20-2/19/22		
			Copier Maint 3/5-4/4/22		
			Copier Maint 2/5-3/4		
			Copier Maint 4/5-5/4/22		
			Copier Maint 3/5-4/4/22		
			Copier Maint 6/5-7/4/22		
			PD Copier Maint 4/5-5/4/22		
			Planning Copier Maint 5/5-6/4		
			Planning Copier Maint 3/5-4/4		
			Planning Copier Maint 2/5-3/4		
			WSS Copier Maint 3/5-4/4/22		
			Copier Maint 5/5-6/4/22		
			DevSvc Copier Maint 2/5-3/4/22		
			WSS Copier Maint 5/5-6/4/22		
			DevSvc Copier Maint 5/5-6/4/22		
			WSS Copier Maint 2/5-3/4/22		
			DevSvc Copier Maint 3/5-4/4/22		
0237757	06/10/22	P	CDW Government Inc	0000005402	5,648.67
			Line Description: COMPUTER EQUIPMENT		
			Sales Tax 7.75%		
			Tripp Lite UPS 750VA		
			Sales Tax 7.75%		
			Sales Tax 7.75%		
			Scanner		
			Dell Optiplex Computers		
0237758	06/10/22	P	CalOptima	0000027839	311.28

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Refund Ambulance Fee Refund Ambulance Fee		
0237759	06/10/22	P	Caliber Collision Centers	0000001355	140.00
			Line Description: Refund Invoice #13935		
0237760	06/10/22	P	Chandler Asset Management	0000022081	4,352.90
			Line Description: Investment Mgmt-May 2022		
0237761	06/10/22	P	Christine Neumann	0000029685	500.00
			Line Description: Refund Permit PS22-00550		
0237762	06/10/22	P	Community Controls	0000020782	1,242.00
			Line Description: Vehicle Gate Svc-FS #6 Vehicle Gate Svc-FS #4 Vehicle Gate Svc-FS #3 Vehicle Gate Svc-FS #2 Vehicle Gate Repair-FS #1 Vehicle Gate Svc-CY Vehicle Gate Svc-PD		
0237763	06/10/22	P	CopWare Inc	0000014730	1,300.00
			Line Description: CA Peace Legla Sourcebook for		
0237764	06/10/22	P	Costa Mesa Lock & Key	0000001817	476.71
			Line Description: Keys for Fish Fries Lock Repair-FS #3 NHCC Door Repair		
0237765	06/10/22	P	Crepes Bonaparte	0000029679	673.44
			Line Description: Mothers Day Brunch Balance		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237766	06/10/22	P	Daniels Tire Service	0000001922	2,154.09
		<i>Line Description:</i>	Warehouse Stock		
			Warehouse Stock		
			Fleet Tires Disposal		
0237767	06/10/22	P	David Frankle	0000029688	30.50
		<i>Line Description:</i>	Refund May COBRA Ins Prem		
0237768	06/10/22	P	Davis Farr LLP	0000023871	12,800.00
		<i>Line Description:</i>	FY 20-21 Audit Svc		
0237769	06/10/22	P	Deil Computer Corp	0000001962	7,579.63
		<i>Line Description:</i>	COMPUTER EQUIPMENT		
			COMPUTER EQUIPMENT		
0237770	06/10/22	P	Department of Health Care Services	0000022609	346.35
		<i>Line Description:</i>	Refund Ambulance Fee		
0237771	06/10/22	P	Dixon Resources Unlimited	0000027441	2,213.75
		<i>Line Description:</i>	Parknig Consulting Svc-Apr 22		
0237772	06/10/22	P	ECKERSALL LLC	0000025412	2,422.50
		<i>Line Description:</i>	GIS Consulting 5/2-5/15/22		
			GGIS Consulting Svc		
0237773	06/10/22	P	ECORP Consulting Inc	0000025227	6,440.00
		<i>Line Description:</i>	Audi Fletcher Study-Apr 2022		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237774	06/10/22	P	Ecolab Pest Elimination	0000024420	540.75
			<i>Line Description:</i> Pest Control Svc Nay-Jul 22		
0237775	06/10/22	P	FM Thomas Air Conditioning Inc	0000017151	4,518.58
			<i>Line Description:</i> HVAC PM Svcs- May 2022		
0237776	06/10/22	P	Ferguson Enterprises Inc #1350	0000007785	101.49
			<i>Line Description:</i> 415 Van-Plumbing		
0237777	06/10/22	P	Galls LLC	0000002297	3,798.84
			<i>Line Description:</i> Uniform-Swisher		
			Duty Gears		
			Uniform-Gutierrez		
			SWAT Patches		
			Safety Vest-Brumbaugh		
0237778	06/10/22	P	Geovanni Gomez	0000029450	1,000.00
			<i>Line Description:</i> Employee Svc Award Photo		
0237779	06/10/22	P	Gorilla Marketing	0000029678	2,444.38
			<i>Line Description:</i> Bike Lights Logo		
			Stock Circle Stickers		
0237780	06/10/22	P	Granicus LLC	0000015382	10,953.80
			<i>Line Description:</i> Legistar Sbpcn 4Qtr		
0237781	06/10/22	P	Interstate Batteries of California Coast	0000002700	2,176.01
			<i>Line Description:</i> Batteries		
			Batteries		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237782	06/10/22	P	Interwest Consulting Group Inc	0000021505	9,582.50
			Line Description: I-405 Fwy Widening-Apr 22 Storm Drain Imprv-Apr 2022 Inspection Assistance-Apr 2022		
0237783	06/10/22	P	J A Momaney Services, Inc	0000029542	11,313.75
			Line Description: Shipping Fee Sales Tax 7.75% Countdown Pedestrian Signals		
0237784	06/10/22	P	JC Motors	0000020143	2,834.53
			Line Description: Warehouse Automotive Stock		
0237785	06/10/22	P	Joanne Wills	0000025775	4,850.30
			Line Description: Instructor Pymnt-Spring 2022		
0237786	06/10/22	P	Kaiser	0000029141	2,535.42
			Line Description: Refund Ambulance Fee Refund Ambulance Fee		
0237787	06/10/22	P	Kimley Horn & Associates Inc	0000005251	11,525.73
			Line Description: Local Road Safety Plan-4/30/22 Housing Element-1/31/22		
0237788	06/10/22	P	Knorr Systems Inc	0000005036	484.98
			Line Description: Pool Chemicals & Maintenance		
0237789	06/10/22	P	Leica Geosystems Inc	0000003452	44.93
			Line Description: Surveying and Engineering Supp		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237790	06/10/22	P	LineGear Fire & Rescue Equipment	0000026007	11,018.52
			Line Description: Turnouts and Gear FIRE & RESCUE EQUIPMENT		
0237791	06/10/22	P	Long Beach BMW	0000015745	860.88
			Line Description: Stock-Parts		
0237792	06/10/22	P	Loomis	0000019082	371.69
			Line Description: Armored Car Srvs-5/4-5/22/22		
0237793	06/10/22	P	Los Angeles Times	0000003000	678.80
			Line Description: Classified Listings-Online		
0237794	06/10/22	P	Lustre Cal Inc	0000003017	2,810.50
			Line Description: Asset Inventory Tags		
0237795	06/10/22	P	Manhattan Stitching Inc	0000029677	2,213.19
			Line Description: Achievement Award-Lunch Shirts		
0237796	06/10/22	P	Melad & Associates	0000005068	2,757.62
			Line Description: Plan Check Svc		
0237797	06/10/22	P	Mesa Hose & Supply	0000003146	1,007.84
			Line Description: Hose & Fitting-#340 Hose & Fitting-#340		
0237798	06/10/22	P	Mike Linares Inc	0000002969	8,786.00
			Line Description: Consulting&Management Srvs Nov Community&Management Srvs Oct		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237799	06/10/22	P	Mike Raahauges Shooting Enterprises	0000006853	88.00
			<i>Line Description:</i> Range Fees for SWAT for Apr 22		
0237800	06/10/22	P	National Data & Surveying Services	0000021249	210.00
			<i>Line Description:</i> 24 Hr ADT/Speed-2936 Peppertre 24 Hr ADT/Speed-Tanager-Kingle		
0237801	06/10/22	P	Nico Hospitality LLC	0000028926	356.37
			<i>Line Description:</i> Out Reach Client-Vickie Walker Hotel Occupancy-Samuel Lopez		
0237802	06/10/22	P	Nicolas Weinstock	0000029691	441.28
			<i>Line Description:</i> Refund Vehicle Impound Fee		
0237803	06/10/22	P	Noridian Medicare JE Part B Refunds	0000028718	731.36
			<i>Line Description:</i> Refund Ambulance Fee Refund Ambulance Fee		
0237804	06/10/22	P	Office Depot	0000003394	8,772.00
			<i>Line Description:</i> Supplies-Engineering Supplies- Police CSI Supplies-Fire Admin Supplies-Finance Supplies-Public Srvs Supplies-Police Investigations Supplies-Dev Srvs Comm. Improv Supplies-City Manager Supplies-Senior Center Supplies-Police Records Supplies-Public Service Supplies- Police Records Supplies-Police Field Ops		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Supplies-Dev Srvs Planning Supplies-Dev. Srvs Building Supplies-Telecom Operations		
0237805	06/10/22	P	Pacific Advanced Civil Engineering Inc	0000014386	3,067.00
			Line Description: Annual CIP Budget		
0237806	06/10/22	P	Peace of Mind Financial Consulting Inc	0000029150	4,100.00
			Line Description: Financial Consulting-Terri Mar		
0237807	06/10/22	P	Performance Floor Systems Inc	0000029526	8,480.00
			Line Description: Application of Concrete Stain		
0237808	06/10/22	P	Prado Family Shooting Range	0000017668	400.00
			Line Description: Range Fees for May 2022		
0237809	06/10/22	P	Pyxis Water Systems Inc	0000015837	2,500.00
			Line Description: Maintenance At Tewinkle Lakes		
0237810	06/10/22	P	Quinn Company	0000015404	461.25
			Line Description: Yearly Subscription- Comm		
0237811	06/10/22	P	RJM Design Group Inc	0000010813	1,562.90
			Line Description: PROFESSIONAL SERVICE AGREEMENT		
0237812	06/10/22	P	Rincon Truck Center Inc	0000013236	1,734.62
			Line Description: 514-Sensor Stock-Atro Bushing Spark Plugs-189 Stock-Sensor		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237813	06/10/22	P	Roy Center	0000002158	2,060.50
			Line Description: Instructor Pymnt-Spring 2022		
0237814	06/10/22	P	SHI International Corp	0000016007	255.94
			Line Description: USB 3.0 Type-C to 5 Gigabit Et		
0237815	06/10/22	P	Sims Orange Welding Supply Inc	0000004030	54.78
			Line Description: Welding Supplies		
0237816	06/10/22	P	So Cal Sandbags Inc	0000024349	934.88
			Line Description: Topsoil Pro 2310 Placentia Yrd		
0237817	06/10/22	P	Software House International	0000016007	5,286.25
			Line Description: ELECTRONIC EQUIPMENT SOFTWARE ACQUISITION Electrica Cable		
0237818	06/10/22	P	South Coast Air Quality Mgmt District	0000003939	636.58
			Line Description: SCAQMD 2022 Registration Fee		
0237819	06/10/22	P	South Coast Emergency Vehicle Services	0000003643	468.91
			Line Description: 526-Cap		
0237820	06/10/22	P	Sparkletts	0000015725	102.37
			Line Description: WATER DELIVERY SERVICES Apr 22		
0237821	06/10/22	P	Sunset Detectives	0000026756	4,800.00
			Line Description: Background Investigations		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237822	06/10/22	P	Superior Roofing	0000024561	200.00
			Line Description: Refund Deposit 001-00355405		
0237823	06/10/22	P	Tene Tuavao	0000029687	144.92
			Line Description: Refund Permit BX22-00241		
0237824	06/10/22	P	The Bank of New York Mellon	0000005664	1,692.86
			Line Description: Qtrly Svc Fee 1/1-3/31/22		
0237825	06/10/22	P	The Code Group Inc	0000025073	13,108.44
			Line Description: Inspection Svcs (Mike)		
0237826	06/10/22	P	The Home Depot at Home Services	0000002560	1,332.17
			Line Description: Refund Permit BX22-00269		
			Refund Permit BX21-00281		
			Refund Permit BX21-00301		
			Refund Permit BX22-00102		
0237827	06/10/22	P	Time Clock Sales & Service Company Inc	0000004263	138.00
			Line Description: TIME CLOCK MAINTENANCE		
0237828	06/10/22	P	Trellis	0000025584	6,259.30
			Line Description: CDBG-CV FY21-22 Cit Program		
0237829	06/10/22	P	Trellis/Love Costa Mesa	0000025584	3,000.00
			Line Description: Love Costa Mesa Cityside Svc		
0237830	06/10/22	P	UC Regents	0000022660	700.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Victim Physical		
0237831	06/10/22	P	US Bank	0000002228	3,340.46
			<i>Line Description:</i> PARS Deduction Ch-2210		
0237832	06/10/22	P	Underwriters Laboratories Inc	0000005786	5,825.00
			<i>Line Description:</i> Environmental Consulting Environmental Consulting		
0237833	06/10/22	P	United Healthcare Oxford	0000028700	1,940.35
			<i>Line Description:</i> Refund Ambulance Fee		
0237834	06/10/22	P	Verizon Wireless	0000008717	9,804.44
			<i>Line Description:</i> Cal Net 3 Broadband Srvs Apr22 IT Phone Srvs- 4/18-5/17 PD Cell Phones 4/16-5/15/22 WIRELESS PHONE SERVICE 4/18-5/ Public Service Cell Phone 4/18 WIRELESS PHONE SERVICE		
0237835	06/10/22	P	VincentBenjamin	0000024972	6,042.68
			<i>Line Description:</i> Vacany Fill- Elsa Barajas Vacancy Fill-Roy Alzua Contract Srvs-Vacany Fill Roy Vacany Fill- Erika Henderson		
0237836	06/10/22	P	Vortex Industries Inc	0000004437	1,055.90
			<i>Line Description:</i> FS3-Rolling Door Repair		
0237837	06/10/22	P	Ware Disposal Inc	0000000255	841.86
			<i>Line Description:</i> Bridge Shelter June 22 Waste		

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

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0237838	06/10/22	P	Waterline Technologies Inc	0000014520	888.94
		<i>Line Description:</i>	DRC Pool Treatment		
			DRC Pool Treatment		
			DRC Pool Treatmnet		
0237839	06/10/22	P	Williams Data Management	0000018803	435.62
		<i>Line Description:</i>	DATA STORAGE May 22		
0237840	06/10/22	P	Xerox Financial Services	0000010450	902.06
		<i>Line Description:</i>	Annual Renewal Lease of Copier		
					TOTAL \$1,633,581.78

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237841	06/10/22	P	CalPERS Long-Term Care Program	0000006287	147.43
			Line Description: Payroll Deduction-2212		
0237842	06/10/22	P	Community Health Charities	0000008015	10.00
			Line Description: Payroll Deduction-2212		
0237843	06/10/22	P	County of Orange-Sheriff's Dept	0000003451	200.00
			Line Description: Payroll Deduction-2212		
0237844	06/10/22	P	Pamela Lilly	0000025324	750.00
			Line Description: Payroll Deduction-2212		
0237845	06/10/22	P	State of California	0000001546	158.73
			Line Description: Payroll Deduction-2212		
TOTAL					\$1,266.16



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-741

Meeting Date: 6/21/2022

TITLE:

ADOPTION OF A RESOLUTION TO ALLOW MEMBERS OF THE CITY COUNCIL, COMMISSIONS AND COMMITTEES TO PARTICIPATE IN THE MEETINGS REMOTELY, AS NEEDED, DUE TO HEALTH AND SAFETY CONCERNS FOR THE MEMBERS AND THE PUBLIC

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK DIVISION

PRESENTED BY: BRENDA GREEN, CITY CLERK

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

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2022-xx to allow the members of the City Council, Commission, and Committees to participate in the meetings remotely, as needed, via Zoom due to:

- The current State of Emergency and global pandemic, which continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person; and
- Federal, State and/or local officials continue to impose or recommend measures to promote social distancing.

BACKGROUND:

Pursuant to AB 361, the City Council will need to declare every 30 days that the City's legislative bodies and individual members can continue to meet remotely, as needed, in order to ensure the health and safety of the members and the public.

On September 17, 2021 the Governor signed into law AB 361, which allows local legislative bodies to continue to meet remotely, and waive certain posting requirements if:

- The local agency holds a meeting during a declared state of emergency;
- State or local health officials have imposed or recommended measures to promote social distancing; and
- Legislative bodies declare the need to meet remotely due to present risks to the health or safety of all attendees.

ANALYSIS:

The City meets the requirements of AB 361 to continue holding meetings remotely in order to ensure the health and safety of the members, public and its employees. Both the California Department of Public Health and the County of Orange Public Health Officer have issued recommendations that members of vulnerable populations (such as older adults and those persons with an elevated risk due to certain medical conditions) continue to practice social distancing. The City cannot ensure social distancing requirements are always met inside the Council Chambers and/or Conference Rooms where the City Council, Commissions, and Committees meet, making it difficult for members of these bodies, City staff, and members of the public to consistently socially distance from each other with absolute certainty.

Staff recommends that the City Council adopt the proposed resolution making the required findings that the City Council, Commission and Committee meetings can continue to meet remotely, as needed, pursuant to the requirements of AB 361.

ALTERNATIVES:

City Council may choose not to hold City Council, Commission and Committee meetings remotely via Zoom. The City would then be required to hold all public meetings in-person.

FISCAL REVIEW:

There is no fiscal impact associated with this item.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report, has prepared the proposed Resolution, and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

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

CONCLUSION:

Staff recommends the City Council adopt Resolution 2022-xx to allow the members of the City Council, Commission, and Committees to participate in the meetings remotely, as needed, via Zoom due to:

- The current State of Emergency and global pandemic, which continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person; and
- Federal, State and/or local officials continue to impose or recommend measures to promote social distancing.

ATTACHMENT 1

RESOLUTION NO. 2022-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA MAKING THE LEGALLY REQUIRED FINDINGS TO CONTINUE TO AUTHORIZE THE CONDUCT OF REMOTE “TELEPHONIC” MEETINGS DURING THE STATE OF EMERGENCY

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

WHEREAS, on March 4, 2020, pursuant to California Gov. Code Section 8625, the Governor declared a state of emergency;

WHEREAS, on September 17, 2021, Governor Newsom signed AB 361, which bill went into immediate effect as urgency legislation;

WHEREAS, AB 361 added subsection (e) to Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings;

WHEREAS, as of June 10, 2022, the COVID-19 pandemic has killed more than 91,006 Californians;

WHEREAS, social distancing measures decrease the chance of spread of COVID-19;

WHEREAS, this legislative body previously adopted a resolution to authorize this legislative body to conduct remote “telephonic” meetings;

WHEREAS, Government Code 54953(e)(3) authorizes this legislative body to continue to conduct remote “telephonic” meetings provided that it has timely made the findings specified therein.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Costa Mesa does hereby declare that it has reconsidered the circumstances of the state of emergency declared by the Governor and at least one of the following is true: (a) the state of emergency, continues to directly impact the ability of the members of this legislative body to meet safely in person; and/or (2) state or local officials continue to impose or recommend measures to promote social distancing.

ATTACHMENT 1

PASSED AND ADOPTED this ___ day of ___, 2022.

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. 2022-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the ___ day of ___, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this ___ day of ___, 2022.

BRENDA GREEN, CITY CLERK



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-734

Meeting Date: 6/21/2022

TITLE:

BIENNIAL REVIEW OF CITY'S CONFLICT OF INTEREST CODE

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK DIVISION

PRESENTED BY: BRENDA GREEN, CITY CLERK

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

RECOMMENDATION:

Staff recommends the City Council approve Resolution No. 2022-xx revising the list of designated positions in the City's Conflict of Interest Code.

BACKGROUND:

The Political Reform Act in Government Code Section 87303 requires the City to adopt a Conflict of Interest Code and for the Code to be reviewed biennially. The City's Conflict of Interest Code was last amended on September 1, 2020, by Resolution No. 22-48.

ANALYSIS:

Government Code Section 87200 designates the officials required to file statement of economic interests. The Costa Mesa officials include, City Councilmembers, City Manager, City Attorney, Planning Commissioners, and Finance Director. Additionally, the City's Conflict of Interest Code must designate the positions within the City that involve the making or participation in the making of decisions that may have a material effect on any financial interest. This year, the "designated positions" (Attachment 1) have been updated to reflect positions which have been added, deleted, or undergone a title change. Resolution 22-xx adopts the City's Conflict of Interest Code and repeals the previous code.

ALTERNATIVES:

No alternatives have been considered as it is mandated by state code that the Conflict of Interest Code be reviewed biennially.

FISCAL REVIEW:

The Finance Department has reviewed and verified there is no fiscal impact.

LEGAL REVIEW:

The City Attorney has reviewed the report and resolution and approved them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends the City Council approve Resolution No. 2022-xx revising the list of designated positions in the City's Conflict of Interest Code.

APPENDIX A

The term “Designated” refers to employees or officials, set forth by position or job classifications. A designated employee or official, for the purpose of this resolution, and in compliance with the City’s Conflict of Interest Code (Costa Mesa Municipal Code Section 2-401, et al.3) shall include a spouse and immediate members of the family. Any person hired or promoted into a job classification included in this resolution shall become a designated employee for the purpose of the City’s Conflict of Interest Code without further action of the City Council. **Added positions are highlighted.**

<u>DEPARTMENT/POSITION TITLES</u>	<u>REPORTING CATEGORY</u>
City Manager’s Office	
Administrative Services Director	All
Assistant City Manager	All
Assistant Recreation Supervisor	All
Assistant to the City Manager	All
Central Services Supervisor	All
Chief of Staff	All
City Clerk	All
Community Outreach Supervisor	All
Deputy City Clerk	All
Human Resources Administrator	All
Human Resources Analyst	All
Human Resources Manager	All
Management Aide	All
Management Analyst	All
Neighborhood Improvement Manager	All
Principal Human Resources Analyst	All
Public Affairs Manager	All
Public Information Officer	All
Real Property Manager	All
Senior Code Enforcement Officer	All
Senior Management Analyst	All
City Attorney’s Office	
Assistant City Attorney	All
Deputy City Attorney	All
Development Services Department	
Assistant Development Services Director	All
Assistant Planner	All
Associate Planner	All
Building Inspector	All
Building Official	All

Building Technician I & II	All
CDBG/HOME Coordinator	All
Chief of Inspection	All
Chief Plans Examiner	All
Code Enforcement Officer	All
Combination Building Inspector	All
Community Improvement Manager	All
Economic & Development Services Director	All
Economic Development Administrator	All
Grant Administrator	All
Plan Check Engineer	All
Plan Checker (Consultant)	All
Plan Checker	All
Plan Review Consultants	All
Principal Planner	All
Senior Code Enforcement Officer	All
Senior Combo Inspector	All
Senior Electrical Inspector	All
Senior Management Analyst	All
Senior Planner	All
Senior Plumbing/Mechanical Inspector	All
Zoning Administrator	All

Finance Department

Accounting Supervisor	All
Assistant Finance Director	All
Budget & Purchasing Manager	All
Budget Analyst	All
Buyer	All
Finance Analyst	All
Finance Director	All
Finance Manager	All
Management Analyst	All
Payroll Supervisor	All
Purchasing Supervisor	All
Revenue Supervisor	All
Senior Budget Analyst	All
Senior Management Analyst	All

Parks and Community Services Department

Assistant Recreation Supervisor	All
Fairview Park Administrator	All
Management Analyst	All
Parks and Community Services Director	All
Recreation Manager	All

Recreation Supervisor	All
Senior Center Program Administrator	All

Police Department

Emergency Services Manager	All
Management Analyst	All
Office of Emergency Services Administrator	All
Police Administrative Services Commander	All
Police Captain	All
Police Chief	All
Public Affairs Manager	All
Telecommunications Manager	All

Fire Department

Administrative Captain/PIO	All
Assistant Fire Marshall	All
Battalion Chief	All
Code Enforcement Officer	All
Deputy Chief	All
Division Chief	All
Fire Chief	All
Fire Marshall	All
Fire Protection Analyst	All
Fire Protection Specialist	All
Management Analyst	All
Telecommunications Manager	All

Information Technology Department

I.T. Manager	All
Information Technology Director	All
Management Analyst	All
Supervisor	All

Public Services

Active Transportation Coordinator	All
Assistant Engineer	All
Associate Engineer	All
City Engineer	All
Construction Inspector	All
Contract Administrator	All
Director of Public Services	All
Energy & Sustainability Services Manager	All
Maintenance Services Manager	All
Maintenance Superintendent	All
Maintenance Supervisor	All

ATTACHMENT 1

Management Analyst	All
Manager	All
Principal Civil Engineer	All
Senior Engineer	All
Supervisor	All

Commissions

Parks, Arts, & Community Services Commission	All
Planning Commission	All

RESOLUTION NO. 2022-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE LIST OF DESIGNATED POSITIONS FOR THE CITY'S CONFLICT OF INTEREST CODE

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

WHEREAS, pursuant to the California Political Reform Act of 1974 every city is required to adopt a conflict of interest code and Costa Mesa has adopted its conflicts code, which appears in Costa Mesa Municipal Code Title 2, Chapter X; and

WHEREAS, the Conflict of Interest Code contains a list of City officials and employees called "designated employees" whose positions involve the making or participation in the making of decisions that may foreseeably have a material financial effect on an economic interest of the employee; and

WHEREAS, the Conflict of Interest Code is required to be amended from time to time to incorporate new state law requirements and update the list of positions of designated employees; and

WHEREAS, the City's Conflict of Interest Code now needs to be amended to update the list of designated positions.

BE IT RESOLVED that the Costa Mesa City Council hereby amends the list of designated positions shown on Appendix "A" with the new, revised Appendix "A" that is attached hereto and incorporated herein.

PASSED AND ADOPTED this _____ day of _____, 2022

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. 2022-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 June, 2022, 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 22nd day of June, 2022.

Brenda Green, City Clerk

2022 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☐ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- ☐ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (*describe*) _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-761

Meeting Date: 6/21/2022

TITLE:

MONTHLY UPDATE OF STRATEGIC PLAN GOALS AND OBJECTIVES

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: LORI ANN FARRELL HARRISON, CITY MANAGER

CONTACT INFORMATION: ALMA REYES, ASSISTANT TO CITY MANAGER

RECOMMENDATION:

Staff recommends the City Council approve the June 2022 update to the City of Costa Mesa's Strategic Plan Goals and Objectives.

BACKGROUND:

On October 16, 2021, the City Council adopted new Goals and Objectives for the 2021-2024 Three Year Strategic Plan and created a new six-month work plan covering the October 2021 through March 2022 period. The new Six Month Objectives (Attachment 1) were developed at the September 27, 2021 Strategic Planning retreat. During the workshop, the City Council developed key priorities and objectives for the next six months with staff input. Staff will continue to provide status updates to the City Council via the detailed work plan attached to this report, which is updated on a monthly basis.

A future Strategic Planning session will be scheduled where the current goals and objectives will be evaluated and the City Council and City leadership will identify new key priorities as well as new objectives for the following six months.

ANALYSIS:

The September 27, 2021 Strategic Planning Retreat included breakout groups where each of the five City Council Goals were discussed individually. Additionally, each breakout group developed key objectives for the next six-month period for each Goal, covering the October 2021 through March 2022 period. The matrix provides a detailed work plan with specific deliverables for each Goal including timeframes for project completion that will be updated and monitored monthly. It is important to note, deadlines may be extended for the completion of objectives due to internal and/or external factors.

THREE-YEAR GOALS AND PRIORITIES:

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

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

ALTERNATIVES:

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

FISCAL REVIEW:

Many of the stated priorities and action steps are already funded within the FY 21-22 Adopted Budget, and are also included in the Adopted Budget for FY 22-23.

LEGAL REVIEW:

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

CONCLUSION:

The City Council in collaboration with the City's leadership team revised the Three Year Goals at the September 2021 retreat, and established new objectives for the next six months. Staff is currently working on scheduling the 2022 Strategic Planning Retreat. Staff recommends that the City Council approve the June 2022 update to the Strategic Plan.

CITY OF COSTA MESA
SIX-MONTH STRATEGIC OBJECTIVES

THREE-YEAR GOAL: RECRUIT AND RETAIN HIGH QUALITY STAFF						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Dec. 1, 2021	HR Manager	Initiate the process to map and evaluate the employee recruitment process to innovate and modernize recruitment and commence development of the succession plan and present to the City Manager.	X			Succession Plan Contract awarded to CPS Consulting Services for the development of the Citywide Succession Plan and modernization of recruitment and hiring practices. Work is underway
2. Dec. 1, 2021	City Manager	Present to the City Council for consideration the first phase of hard-to-fill positions requiring a market adjustment based on current data.	X			City Council approved Phase 1 and Phase 2 of the hard-to-fill and hard-to-retain compensation adjustments.
3. June 1, 2022	City Clerk	Perform a market analysis of City Council compensation for comparable agencies and special districts within the county and report results to the City Manager.			X	Preliminary Council Compensation Survey has been provided to the City Manager and due diligence review is in progress. Results will be presented to the City Council during the FY 2022-23 Budget making process.
4. July 15, 2022	HR Manager	Launch the Costa Mesa University Wellness, Leadership, Training and Mentorship Program for all city employees.			X	Finalizing initial phase of training offerings for Costa Mesa "U" in conjunction with implementation of Neogov Learn module
5. March 15, 2022	HR Manager	Develop HR staffing recommendations for inclusion in the mid-year budget to be presented to the City Council for consideration.	X			Staffing recommendations finalized and presented to the City Council for consideration during the Mid-Year Budget Study Session.

6. July 15, 2022	HR Manager, in concert with the IT Director	Update and begin implementation of the online employee onboarding, training and evaluation processes by updating the NeoGov System.		X		<p>NeoGov contract signed.</p> <p>Implementation process initiated for NEOGOV "Onboard", "Learn" (Training) and "Perform" (Evaluation) modules.</p> <p>"Learn" module in implementation process and scheduled to go "live" in July 2022.</p> <p>"Onboard" implementation in progress to be followed by "Perform."</p>
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THREE-YEAR GOAL: ACHIEVE LONG-TERM FISCAL SUSTAINABILITY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Dec. 15, 2021	Finance Director	Develop and define a quarterly report format, including financial metrics, to improve fiscal transparency and report to the City Council and FiPAC	X			Distributed the FY 2021/2022 1st and 2nd Quarter Financial Reports to the City Council and FiPAC, and posted to the City's website.
2. June 1, 2022	Economic and Development Services Director, working with the City Attorney	Secure a consultant for the Economic Development Strategic Plan.			X	The Request for Proposals has been prepared. 6/21/22 –PSA for consultant agendized for Council approval.
3. March 15, 2022	IT Director, working with the Police Chief and Finance Director	Procure and implement an upgrade of the public safety systems, subject to Dept. of Justice approval, and citywide database servers.		X		Working with PD to implement MDCs. Began installation of Phase 3 PC Refresh for PD, Fire and PS.
4. March 15, 2022	Finance Dir., working with the Development Services Director	Provide an update to the City Council regarding the state of retail cannabis implementation, including revised revenue projections.		X		Mid-Year Budget Study Session provided to City Council with an update on all General Fund revenues including Retail Cannabis for current year budget. Additional updates to be provided in context of FY 2022-23 Budget.

THREE-YEAR GOAL: STRENGTHEN THE PUBLIC'S SAFETY AND IMPROVE THE QUALITY OF LIFE						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Weekly	Asst. City Manager (lead), working with the Communications Team	Enhance the Communications and Engagement Plan to support the public's health, safety and quality of life and present results to the City Manager.			X	Weekly communication plan presented to City Manager. Additional contract resources may be acquired in order to expand existing communications during pandemic; Ongoing efforts.
2. June 30, 2022	Public Services Dir., working with the Police Chief and a consultant	Present a plan to reduce collisions and injuries on roadways, including providing 3-5 options for City Council direction.			X	<p>11/2/21 - Third stakeholder working group held to review safety countermeasures for case study locations, counter measure toolbox, and best practices.</p> <p>11/17/21 -Public outreach meeting scheduled. Consultant prepared draft Local Road Safety Plan with traffic safety countermeasures and applications to reduce collisions and injuries on roadways.</p> <p>3/8/22- Revised report sent to Stakeholder Working Group for review. Consultant incorporated Stakeholder Working Group comments.</p> <p>4/6/22 - Stakeholder comments received on March 18. Consultant incorporated comments and submitted Local Road Safety Plan (LRSP) on April 4.</p> <p>5/4/22 - Presentation of LRSP to Active Transportation Committee.</p> <p>6/6/22: LRSP revised based on comments received and submitted in May. A memo with the final LRSP report will be sent to City Council to be to be sent in June 2022.</p>

3. March 15, 2022	Police Chief – lead, Asst. City Manager, Parks and Community Services Dir., and Fire Chief	Engage the community to obtain feedback on the community's sense of safety and well-being and present results to the City Council		X	<p>I/P: Police Dept. developing a community survey and potential platforms and channels of distribution.</p> <p>1/5/22 - Survey draft has been completed and shared with department directors for feedback and finalization. Numerous Meet and Greet opportunities have been held for new Police Chief to discuss public safety goals and measures with community groups with additional potential meetings underway.</p> <p>3/2/22 – Finalized draft community survey submitted to City Manager.</p> <p>4/25/22 – After completing a very successful five-year CMFR strategic plan, the Fire & Rescue Department recently initiated a new five-year CMFR strategic planning process, which will result in a new Community Driven CMFR Strategic Plan (2022-2027), in alignment with the City Council's strategic goals and objectives. The process included obtaining feedback related to safety and services from a range of community stakeholders, as well as input from internal stakeholders. A draft report is currently being worked on and will be shared with the City Council for review and input in the coming months.</p> <p>6/2/22 – Received and made edits from City Manager. Sent to PD, Fire and Parks for review. Once that is complete, will get it back to City Manager for one last review and then create and circulate survey.</p> <p>Currently, staff is scheduling of a series of community Listening Tours with Police Chief for all Costa Mesa Districts with Mayor and Council Members.</p>
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4. March 15, 2022	Parks and Community Services Director	Update the City Council on the Open Space Master Plan, with a focus on access to parks.			X	<p>12/7/21 - City Council approved an agreement with RJM Design Group to complete the Open Space Master Plan (not-to-exceed \$56,600).</p> <p>The Master Plan review is underway, with stakeholder interviews and phone surveys in progress. Community meetings will be next, with publicity to go out in the coming weeks. The update process is expected to be complete in fall 2022.</p>
5. March 15, 2022	Asst. City Manager	Present options to the City Council for a behavioral health response model.			X	<p>Reviewing best practices and conducting outreach to potential providers. Made contact with 3 cities for potential opportunities to collaborate and exploring available funding streams.</p> <p>Seeking sustainable funding to develop a pilot program.</p>
6. FUTURE OBJECTIVE _____, 2022	Asst. City Manager, working with the Communications Team	Identify, develop and implement a measurement tool(s) to determine the effectiveness of the City's communications and public engagement with all segments of the community.				

THREE-YEAR GOAL: DIVERSIFY, STABILIZE AND INCREASE HOUSING TO REFLECT COMMUNITY NEEDS						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Dec. 1, 2021	Asst. City Manager – lead, Development Services Dir., City Attorney	Present to the City Council opportunity sites for potential motel conversions with site control options.	X			<p>11/16/21- Two proposed sites approved by the City Council.</p> <p>12/14/21 – County Board of Supervisors approved one site (Motel 6) for submission to the State by the deadline of 1/31/22.</p> <p>4/27/22 – City announced State HCD approval of \$10.7 million for motel conversion in Costa Mesa (Project Homekey).</p>
2. Dec. 15, 2021	City Attorney and the Development Services Dir.	Present to the City Council for action necessary code amendments to address SB 8, 9, and 10.	X			<p>12/7/21 - City Council adopted an urgency ordinance adopting changes to Title 13 (Zoning) relating to the implementation of Senate Bill 9 for the creation of two residential units per lot and urban lot splits in single family residential zones; and declaring the ordinance an urgency measure to take effect immediately.</p>
3. Dec. 15, 2021	City Manager, working with the City Council	Initiate and convene a Citizens Advisory Group to discuss Measure Y and Housing Element compliance.			X	<p>10/19/21 – The City Council approved formation of a Housing Ad Hoc Committee to lead community outreach efforts and deliberations regarding Housing Element Compliance and Measure Y.</p> <p>1/11/22 – Community Forum was held by Ad Hoc Committee to seek input from the public.</p>

4. Feb. 1, 2022	Development Services Dir.	Present to the City Council for action the Housing Element.	X			<p>11/8/21 - The initial Housing Element presentation to the Planning Commission took place. On target for City Council discussion in January 2022 and final adoption on February 1st</p> <p>2/1/22- The City Council adopted a Resolution approving the City of Costa Mesa's 2021-2029 (Sixth-Cycle) Housing Element.</p>
5. June 1, 2022	Development Services Dir. and City Attorney	Present to the Planning Commission a draft Inclusionary Housing Ordinance.			X	<p>Keyser Marston Associates, the City's inclusionary housing consultant, has completed the first draft of the required technical report. On target for presentation of options to the City Council and Planning Commission in 2022</p>
6. FUTURE OBJECTIVE _____, 2022	Development Services Dir. and City Attorney	Initiate a draft STR Ordinance and an evaluation of program implementation options.		X		<p>11/2/21 – City Council approved an urgency ordinance prohibiting STR's (except for home sharing). Staff will investigate opportunities for a permitting system and return to Council in 2022.</p>
7. FUTURE OBJECTIVE _____, 2022	Development Services Dir. and the City Attorney, working with Jamboree Housing	Present to the City Council for consideration a development plan and land use documentation for affordable senior housing at the Senior Center site.			X	<p>Jamboree Housing has initiated meetings with staff to move forward with an application for a senior housing project on the City Senior Center site in mid-2022. The City Manager has approved an extension of the ENA to that effect.</p>

THREE-YEAR GOAL: ADVANCE ENVIRONMENTAL SUSTAINABILITY AND CLIMATE RESILIENCY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. May. 15, 2022	Public Services Director	Present the Pedestrian Master Plan update to the City Council for direction.			X	<p>10/6/21 – 2nd Public Outreach meeting held.</p> <p>12/1/21 – Draft recommendations and draft Pedestrian Master Plan recommendations presented to the Bikeway and Walkability Committee.</p> <p>1/5/22 – A special meeting of the Bike and Walkability Committee on January 19th to focused on the Pedestrian Master Plan.</p> <p>3/8/22 - Draft recommendations and plan revised to incorporate and address comments.</p> <p>4/6/22 - Draft plan submitted on April 6. Public outreach conducted April 27 to review draft plan. Draft Plan uploaded to City website.</p> <p>5/4/22 – Draft plan posted to City website on 4/14. Public outreach meeting held on 4/27.</p> <p>6/6/22: Comment matrix with responses sent to Active Transportation Committee on 5/6. Special meeting of Active Transportation Committee to be scheduled on June 22, 2022 focused on the Pedestrian Master Plan.</p>

2. June 15, 2022	Public Services Director, working with the City Manager	Develop a scope of work for the Climate Action and Adaptation Plan and present to the City Council for action.		X	<p>Staff is currently conducting research on best practices in CAAP development, including detailed review of climate action plans of several cities in California.</p> <p>Staff has also developed a draft community survey titled "Climate Ready Costa Mesa: Community Survey" to gauge Costa Mesa residents' concerns and priorities in climate change. The survey is expected to be launched in early 2022.</p> <p>1/5/22 – Staff has completed research on best practices and lessons learned, and is currently working on developing a draft scope of work for Costa Mesa.</p> <p>3/8/22 - City staff has developed a draft Climate Action and Adaptation Plan (CAAP) and it is currently being reviewed by the City Manager.</p>
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3. March 1, 2022	Public Services Director	Provide an update of the Stormwater Management Master Plan to the City Council.		X	<p>Phase 1 - Existing Conditions Assessment Review (ECAR):</p> <ul style="list-style-type: none"> • Data Collection of Record Information: Completed • Site Assessment and Inspection: Completed • Base maps Development: Ongoing • Existing Hydrologic/Hydraulic Analysis (EHH): Near completion <p>Public Workshop # 1 to review Draft ECAR scheduled for June 16, 2022.</p> <p>Final ECAR and completion of Phase 1 anticipated in July 2022.</p> <p>Phase 2 - Storm Drain Master Plan (SDMP) Update: Starts July 2022: Proposed Storm Water Alternatives Improvement Map (SWAIM) to incorporate public workshop #1 comments.</p> <p>Phase 2 to be completed at the end of 2022 with public workshop #2 with the Final Storm Drain Master Plan (SDMP) Update.</p> <p>Phase 3 - Drainage System Upgrade Fees and Financing Study: Begins January 2023 upon completion of the SDMP Update.</p> <p>Phase 4 - Westside Storm Drain Improvements: Projected July 2023</p>
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4. May 1, 2022	Public Services Director, working with the Development Services Dir.	Re-evaluate the existing Municipal Sustainable Policy, including landscape, organic waste and infrastructure planning and present the results to the City Council for action.		X	<p>Staff mobilized Costa Mesa Green Team (representatives from Public Services & Development Services) to review existing policy developed in 2007 and conduct research on ways to advance sustainability at City owned facilities and infrastructure.</p> <p>Staff recruited members of 'Sustainability Working Group', representatives from all City Departments to provide suggestions to improve the Sustainable Municipal Green Policy.</p> <p>1/5/22 – The Costa Mesa Green Team has conducted research on best practices in municipal sustainability and has developed preliminary goals.</p> <p>The Sustainability Working Group members, representing all City Departments, have been identified and the first internal workshop to review the policy will be held in early January.</p> <p>3/8/22 - City staff completed the draft Sustainable Municipal Green Policy (SMGP) update and it is currently being reviewed by the City Manager and other Departments.</p> <p>The Green Team celebrated Earth Day and Arbor Day while implementing the tentative policies of the SMGP.</p> <p>The SGMP update will be transmitted to Council.</p>
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City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-709

Meeting Date: 6/21/2022

TITLE:

AGREEMENT FOR DIESEL FUEL PROCUREMENT AND DELIVERY SERVICES WITH MERRIMAC PETROLEUM, INC.

DEPARTMENT: PUBLIC WORKS/MAINTENANCE SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: ROBERT RYAN, MAINTENANCE SERVICES MANAGER, (714) 327-7499

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed Agreement with Merrimac Petroleum, Inc., DBA Merrimac Energy Group, 1240 Wardlow Road, Long Beach, CA 90807, for the purchase and delivery of diesel fuel in an annual amount not to exceed \$360,000 based upon pricing through an Agreement with the City of Torrance, Bid No. B2019-07, for an initial term of two (2) years effective July 1, 2022.
2. Authorize the City Manager and the City Clerk to execute the agreement and future authorized amendments to the agreement.

BACKGROUND:

The City's Public Services Department, Equipment Maintenance Section maintains a total of twelve (12) storage tanks for fuels, lubricants and hazardous waste. These tanks provide fuel storage and dispensing at Fire Stations 1, 2, 5, and 6; the Police Department and the City's Corporation Yard. The City also has ten (10) emergency generators located at various sites that require diesel fuel. The Equipment Maintenance Section maintains, monitors, coordinates fuel deliveries and oversees fueling operations in compliance with Federal, States and County regulations. The goal is to provide uninterrupted service to the City and to minimize delays in daily operations.

The City has purchased fuel from Merrimac Energy Group for diesel and delivery services since July 1, 2019, utilizing pricing provided by a cooperative agreement with the County of Orange. As the agreement term is ending on June 30, 2022, a new agreement is needed in order to provide continuity of service.

ANALYSIS:

The City will utilize the City of Torrance's agreement with Merrimac Petroleum, Inc., DBA Merrimac Energy Group (PO#2019-00000522) for the procurement of diesel fuel delivery. The agreement meets all of the City's purchasing requirements and all requirements set forth by the City of Torrance regarding piggyback purchasing. The agreement was competitively bid by the City of Torrance through a formal bid process, assuring the lowest prices are obtained.

In FY 2021-2022, approximately 35,000 gallons of diesel fuel was used by the City. The average prices paid per gallon for diesel fuel in FY 2021-2022 was \$4.21. Staff estimates that in FY 2022-2023, the total purchase of diesel fuel will be approximately \$360,000 after accounting for increases in diesel prices based on Oil Price Information Services (OPIS) rates, a service that monitors and sets daily prices of wholesale fuel.

ALTERNATIVES:

The City Council may direct staff to conduct an independent formal bid to acquire fuel procurement and delivery services. However, this process is unlikely to obtain pricing below that of the City of Torrance's agreement, due to the low volume of fuel purchased by the City.

FISCAL REVIEW:

Funding for diesel fuel purchase is appropriated as part of the budget adoption in the Equipment Replacement Fund's Fuel Inventory account.

LEGAL REVIEW:

The City Attorney's office has reviewed this agenda report, prepared the agreement, and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council goals:

- Strengthen Public Safety and Keep the Community Safe.
- Maintain and Enhance the City's Infrastructure, Facilities, Equipment, and Technology.

CONCLUSION:

The use of the City of Torrance's agreement is a cost effective method of procuring fuel and delivery services from an established fuel vendor that will secure the City's ability to purchase fuel while meeting all procurement provisions set forth by the City's procurement policies.

Therefore, staff recommends the City Council:

1. Approve the proposed Agreement (Attachment 1) with Merrimac Petroleum, Inc., DBA Merrimac Energy Group, 1240 Wardlow Road, Long Beach, CA 90807, for the purchase and delivery of diesel fuel in an annual amount not to exceed \$360,000 based upon pricing through an agreement with the City of Torrance, Bid No. B2019-07, for an initial term of two (2) years effective July 1, 2022.

2. Authorize the City Manager and the City Clerk to execute the agreement and future authorized amendments to the agreement.

**CITY OF COSTA MESA
AGREEMENT FOR DIESEL FUEL DELIVERY SERVICES
WITH
MERRIMAC PETROLEUM INC., DBA MERRIMAC ENERGY GROUP**

THIS AGREEMENT FOR DIESEL FUEL SERVICES ("Agreement") is made and entered into this 21st day of June, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and MERRIMAC PETROLEUM INC., a California corporation DBA MERRIMAC ENERGY GROUP ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to provide diesel fuel delivery services, as more fully described herein; and

B. Section 2-165 of the Costa Mesa Municipal Code permits the City to purchase services through competitively awarded agreements of other local, state or federal government agencies, a process known as "piggybacking"; and

C. The City of Torrance competitively awarded to Contractor a Purchase Order for furnishing fuel to the City of Torrance, Purchase Order No. 2019-00000522 ("Torrance Contract"); and

D. Pursuant to the Torrance Contract, Contractor has agreed to extend the same pricing to the City; and

E. The City desires to "piggyback" onto the pricing set forth in the Torrance Contract, and Contractor consents to such "piggybacking"; and

F. City and Contractor desire to contract for diesel fuel delivery services and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

G. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein (the "Services"). Contractor shall provide the Services in accordance with the requirements set forth in Exhibit A.

1.2. Performance to Satisfaction of City. Contractor agrees to perform all Services to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its

discretion has the right to:

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

1.3. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable federal and state 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 applicable federal, state and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

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

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

1.6. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit B. Contractor's annual compensation shall not exceed Three Hundred Sixty Thousand Dollars (\$360,000.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a

progress basis, but no more often than two times a month. Each invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, itemized prices, extended totals and such other information as may be requested by the City.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement of Work. Contractor shall commence providing the Services on July 1, 2022 ("Service Commencement Date"). The Services shall be performed in strict compliance with Exhibit A.

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 two (2) years from the Service Commencement Date, ending on June 30, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination.

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a

ATTACHMENT 1

general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, 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 CONTRACTOR:

Merrimac Energy Group
1240 E. Wardlow Road
Long Beach, CA 90807
Tel: (562) 427-6565
Attn: Mary Hazelrigg

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 327-7499
Attn: Robert Ryan

ATTACHMENT 1

Courtesy copy to:

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

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

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

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

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

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

contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

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

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

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

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

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

ATTACHMENT 1

subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

6.15. 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.

6.16. 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.

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

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

6.19. Headings. 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.

6.20. 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.

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

6.22. 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.

6.23. 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

ATTACHMENT 1

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.

6.24. 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.

6.25. 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.

CONTRACTOR

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

ATTACHMENT 1

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Mike Tucker
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

ATTACHMENT 1

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

1. Introduction

- 1.1 Contractor is to provide Diesel Fuel to various City facilities.
- 1.2 Service locations are detailed in Attachment 1. Service locations may be added or deleted and service hours modified at any time. Usage is not guaranteed. Usage figures, if provided, are approximations. Contractor is required to provide Diesel Fuel upon request by the City.

2. Fuel Specifications

- 2.1 CARB #2 Diesel – Red: The same specifications as CARB #2 Diesel – Clear (2.2) except for the red dye & dying process to denote usage for tax-exempt purposes.
- 2.2 CARB #2 Diesel – Clear: All diesel fuel sold for vehicular use in California must meet a 15 ppm maximum sulfur limit (Ultra Low), in addition to meeting all of the current low aromatics CARB diesel specifications. The definition of “vehicular use” in California includes on-highway vehicles and non-road vehicles such as agriculture and construction equipment.

CARB #2 Diesel – Clear may contain up to 5% bio.

3. Contractor Responsibilities

- 3.1 Contractor shall possess all Federal, State and Local permits, licenses and approvals necessary to provide goods/services set forth in this Scope of Services. Any associated fees shall be the responsibility of the Contractor.
- 3.2 Contractor shall provide all transitional interfacing and continual uninterrupted services at the Effective Date.
- 3.3 Contractor shall provide current, applicable, and required Material Safety Data Sheet (MSDS) prior to award of the Agreement, or at any time during the Agreement as requested by City.
- 3.4 Contractor shall be held liable for any damage or criminal/civil citations which may occur as a result of any spills and/or accidents.
- 3.5 Contractor shall perform all deliveries and act in a safe and professional manner, adhering to all required Federal, State, & Local regulations for the handling and supply of Diesel Fuel.
- 3.6 Diesel Fuel must meet current fuel industry laws of Federal, State & local codes, requirements, standards and guidelines, including South Coast Air Quality Management District (SCAQMD); American Society of Testing and Materials (ASTM) laws; Department of Transportation (DOT); Air Resources Board (ARB) regulations, Reid Vapor Pressure (RVP) requirements & regulations for the handling and supply of Diesel Fuel.

ATTACHMENT 1

- 3.7 Contractor must commit to delivery as requested, at time stated on accepted orders.
- 3.8 Contractor's delivery trucks must comply with the California Air Resources Board approved/certified Phase II Vapor Recovery Equipment Requirements. Proof of compliance shall be provided to the City upon request.
- 3.9 All drivers/delivery personnel shall be HAZMAT trained and certified in safety measures to prevent accidents endangering City personnel and property. Hazardous Materials shall be clearly marked with the proper shipping name and identification number as required by the Department of Transportation.
- 3.10 Contractor shall be responsible for obtaining fuel reading and managing load inventory as requested by City.
- 3.11 Contractor shall provide, at Contractor's cost, a 24-hour, toll free customer support telephone number and services for responding to all requests/orders for fuel, including telephone coverage on weekdays during normal business hours as well as 24-hour access phone number for emergency situations.
- 3.12 Contractor shall be responsible for all freight/delivery charges.
- 3.13 All deliveries of 4000+ gallons shall have temperature correction adjustments to sixty (60) degrees Fahrenheit based on refinery bill of lading.
- 3.14 Contractor shall perform full delivery of fuel within 48 hours after receipt of City's order. Contractor shall provide a delivery metered ticket for each delivery of fuel; and the metered ticket must be signed and dated, and provided to the City at delivery.
- 3.15 Delivery truck driver shall stick each tank with a fuel tank gauge stick prior to offloading to ensure that adequate fuel storage is available to accept the entire shipment without spillage. Readings shall be taken by the driver prior to unloading fuel and after unloading fuel and shall be recorded on the delivery receipts. Each delivery truck must be equipped with a stick. Driver shall sign the delivery ticket at the time and place of delivery. One copy of each delivery ticket is to be mailed to the City at Costa Mesa Public Services Department-Equipment Maintenance, 77 Fair Drive, Costa Mesa, CA 92626, Attn: Katherine Rivas.
- 3.16 Spillage: The City requires "zero leakage" standard for fuel transfer operations. Contractor shall provide necessary equipment and proper training of delivery personnel to prevent spillage or minimize the chance of spillage during connection and disconnection of hoses and during the transfer of fuel. Contractor will likewise ensure that all equipment, tools and procedures used are in compliance with all applicable specifications and regulations governing such operations. In the event of leakage or spillage, it shall be the responsibility of the Contractor to perform immediate containment, clean up, disposal and restoration activities as necessary in accordance with applicable State of California laws and regulations and to the City's satisfaction. All material associated with such clean up shall be removed by the Contractor.
- 3.17 Contractor shall itemize applicable Federal and California fuel surcharges, Federal

ATTACHMENT 1

and State Excise Tax, and California State Sales Tax as separate line items when invoicing.

- 3.18 Contractor shall adhere to each City facility/location set delivery hours.
- 3.19 Usage Report: Contractor shall submit usage reports as requested by City within fourteen (14) days of such request. The usage report shall include all information requested by City, in a format specified by City.

4. City Responsibilities

- 4.1 Ordering departments or will coordinate delivery schedules with Contractor and specify details of each delivery location's physical surroundings and/or limitations (i.e. secured & remote locations; no loading dock; narrow, winding or unpaved roads). Depending on the agreed schedule with the department, the Contractor is requested to deliver during off peak hours between 7:00 am and 4:00 pm.
- 4.2 City will work with Contractor on security clearance procedures that may be required for delivery drivers on high security facilities/locations.

ATTACHMENT 1

ATTACHMENT 1

SERVICE LOCATIONS

ATTACHMENT 1

THE CITY OF COSTA MESA DIESEL FUEL TANKS

	FACILITY	TANK ID #	ADDRESS	POSITION	CONTENTS	CAPACITY (GALLONS)	ANNUAL USAGE (GALLONS)	MONITORING SYSTEM
1	CITY CORPORATION YARD	1	2310 PLACENTIA AVE	UNDERGROUND	RED DYE DIESEL	2,500	500	VEEDER ROOT TLS 350
2	CITY CORPORATION YARD	2	2310 PLACENTIA AVE	UNDERGROUND	DIESEL	8,000	19,000	VEEDER ROOT TLS 350
3	POLICE GENERATOR	8	99 FAIR DRIVE	ABOVE GROUND	DIESEL	4,000	1,500	
4	FIRE STATION 2	12	800 BAKER STREET	UNDERGROUND	DIESEL	1,000	4,800	TLS 300C
5	FIRE STATION 1	13	2803 Royal Palm	ABOVE GROUND	DIESEL	2,000	10,000	VEEDER ROOT TLS 350R
6	FIRE STATION 5	14	2450 VANGUARD WAY	ABOVE GROUND	DIESEL	1,000	12,500	VEEDER ROOT
7	FIRE STATION 6	15	3350 SAKIOKA DRIVE	UNDERGROUND	DIESEL	1,000	3,000	VEEDER ROOT TLS 300C
8	COMMUNICATIONS GENERATOR	16	99 FAIR DRIVE	ABOVE GROUND	DIESEL	1,000	1,000	
9	CITY HALL GENERATOR	17	77 FAIR DRIVE	ABOVE GROUND	DIESEL	2,000	2,000	

Total Annual Usage = 54,300

ATTACHMENT 1

EXHIBIT B FEE SCHEDULE

ATTACHMENT 1

Fee Schedule

Brand	Price + or – Daily Oil Price Information Service (OPIS) Newsletter Average Price for the Los Angeles Area
CARB Ultra Low Sulfur Diesel (Clear) – Bulk Deliveries	- \$0.0299
CARB Ultra Low Sulfur Diesel (Clear) – Non-Bulk Deliveries	- \$0.0290
CARB Renewable Diesel – Bulk Deliveries	+ \$0.0491
CARB Renewable Diesel – Non-Bulk Deliveries	+ \$0.0290

The prices set forth herein shall be inclusive of all delivery/unloading/handling charges to all City fuel fill locations.

“Bulk Deliveries” refers to deliveries of >7,600 gallons.

ATTACHMENT 1

EXHIBIT C

CITY COUNCIL POLICY 100-5

ATTACHMENT 1

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;

ATTACHMENT 1

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

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 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;

ATTACHMENT 1

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.

ATTACHMENT 2

Ship To

General Services Department
3350 Civic Center Drive
Torrance, CA 90503

VENDOR NO. 3331

Bill To

City Of Torrance
3031 Torrance Blvd.
Torrance, CA 90503
Phone: 310-618-5820 Fax: 310-618-5825
Accounts Payable
310-618-5848
3031 Torrance Blvd
Torrance, CA 90503

Purchase Order
No. 2019-00000522

DATE 03/05/2019

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, PACKAGES AND
CORRESPONDENCE

DELIVER BY 02/28/2022

SHIP VIA

FREIGHT TERMS Destination

PAGE 1 of 1

TORFLEET
TORFLEET G

MERRIMAC PETROLEUM INC. DBA MERRIMAC ENERGY GROUP
3738 BAYER AVE #204
LONG BEACH, CA 90808
Phone: (562) 420-6000
Fax: (562) 420-6005
EMail: mhazlrigg@merrimacenergy.com

REFERENCE # NEBPO

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
5,069,615.0000	Dollar	- Item - To Furnish various fuel as per Bid 2019-07 in its entirety on an as requested basis for the General Services Department, Fleet Services Warehouse Division.	1.0000	\$5,069,615.00
PURCHASE ORDER TOTAL				\$5,069,615.00

Special Instructions

NEBPO. Quoted by Mary Hazelrigg. Invoice Terms: Net 30. Term: 3/1/19-2/28/22. Total 3 year NEBPO not to exceed \$5,069,615.00. Total combined 3-year NTE for General Services, Transit and Fire \$6,000,000.00. (B2019-07). Council approved 2/26/19 item 9G.

By: _____

Buyer: Senior Buyer

See Attached Specifications, Comments, Terms And Conditions Which Are A Part Of This Order

ATTACHMENT 2

Specifications, Comments, Terms and Conditions

(Continued from page 1)

Reference Purchase Order No. 2019-00000522

Quoted By: Mary Hazelrigg

Invoice Terms: Net 30 **Vendor offers 1 (one) cent per gallon discount if paid within 10 days from delivery date.**

Furnish various fuel as per Bid B2019-07 in its entirety on an as requested basis for the General Services Department, Fleet Services Warehouse Division.

Term: 3/1/2019 through 2/28/2022 (Three Years)

Vendor has agreed to a 4th and 5th year renewal with price, terms and conditions unchanged from year 3.

Following are the items and prices covered by this Purchase Order:

Bid Item #	Brand	Price + or - OPIS
1	CARB 87 Octane NL Unleaded Gasoline – Bulk Deliveries	Yr 1 minus \$.1509 Yr 2 minus \$.1509 Yr 3 minus \$.1509
2A	CARB Ultra Low Sulfur Diesel (Clear) – Bulk Deliveries	Yr 1 minus \$.0299 Yr 2 minus \$.0299 Yr 3 minus \$.0299
3A	CARB Ultra Low Sulfur Diesel (Clear) – Non-Bulk Deliveries	Yr 1 minus \$.0290 Yr 2 minus \$.0290 Yr 3 minus \$.0290
2B	CARB Renewable Diesel - Bulk Deliveries	Yr 1 plus \$.0491 Yr 2 plus \$.0491 Yr 3 plus \$.0491
3B	CARB Renewable Diesel Non-Bulk Deliveries	Yr 1 plus \$.0290 Yr 2 plus \$.0290 Yr 3 plus \$.0290

Prices are to remain firm for the first year based on the vendor's bid submittal for the first year.

Prices are to remain firm for the second year based on the vendor's bid submittal for the second year.

Prices are to remain firm for the third year based on the vendor's bid submittal for the third year.

Total 3-year contract expenditure authorization (including sales tax) not to exceed:

\$5,069,615.00

This Purchase Order is part of a group of 3 Purchase Orders as follows:

PO 2019-522 for the General Services Department, Fleet Services Warehouse - Not to exceed \$5,076,800.00

PO 2019-523 for the Fire Department - Not to exceed \$186,077.00

PO 2019-525 for the Transit Department - Not to exceed \$744,308.00

Total expenditure for all three (3) user departments not to exceed \$6,000,000.00 as per City Council Approval 2/26/2019, Item 9G.

City of Torrance Tax ID #95-6000803.

Orders will be placed against this Purchase Order on an as requested basis. Each time a delivery of specific items or service is requested, you will be contacted by the requesting department/division.

No items are to be shipped or services performed prior to authorization from the requesting department/division. Unauthorized shipments will be returned to the vendor at no cost to the City.

The order date (the date that a purchase was made against this Purchase Order) must appear on the invoice.

To expedite payment, the Purchase Order number must appear on all invoices, shipping documents and packages.

Payment(s) will be made upon acceptance of goods and services received and upon receipt of correct billing.

Inside Delivery is required. It is the responsibility of the vendor to provide all equipment and labor necessary to unload the shipment as directed by the City of Torrance. The City may refuse shipment if delivery does not comply with this

requirement. All deliveries of such items to be furnished must be made to job sites, warehouses and locations as specified on the Order.

You are not to release any goods or services beyond what is listed in this PO. Goods and/or services issued by the vendor against the PO that exceed the dollar amount shown on the PO will not be considered an obligation for the City of Torrance. Requests for additional items and/or services are only authorized if they are requested in the form of a Change Order issued by the Purchasing Division of the City of Torrance.

Quantities listed (or PO not to exceed amount) are anticipated based upon historical usage. The City shall not be held responsible for the exact amounts used during the PO period.

If you have any questions about this Purchase Order, please feel free to contact the Purchasing Division at 310/618-5820. For questions about individual orders placed against this PO, please contact Kasey Green of the General Services Department, Fleet Services Warehouse Division, phone #310/618-6236.

PURCHASE ORDER TERMS AND CONDITIONS

(For Commodities with Services)

DEFINITIONS: The following meanings are attached to the following defined words when used in these terms and conditions and the purchase order. The word "City" means the City of Torrance, California. The word "Vendor" or "Contractor" means the person, firm, or corporation providing goods or services to the City.

The word "purchase order" means the contract, purchase order or blanket purchase order issued to the vendor by the City.

GOODS: The term "Goods" means the products, goods or other commodities purchased pursuant to the Purchase Order.

DESCRIPTION OF GOODS: The Vendor must produce and deliver the Goods in accordance with the specifications, and the shipping and quantity schedule set forth on the first page of the Purchase Order.

SUBSTITUTION: No substitution of Goods ordered will be made unless authorized by the Purchasing Division.

DELIVERY DATE: The Goods must be shipped and must arrive at the destination specified by the CITY in strict compliance with the shipping and quantity schedule set forth on the first page of this Purchase Order. Any failure by the Vendor to meet the Required Delivery Date (set forth on the first page of this Purchase Order) will constitute a material default. The Vendor must notify the CITY immediately if the Vendor reasonably believes that the Vendor will not be able to meet said Required Delivery Date for any reason. In addition, the Vendor must promptly provide the CITY with a schedule that the Vendor reasonably believes it will be able to meet.

CANCELLATION: The CITY reserves the right to cancel any portion of this order with respect to Goods not delivered on or before the Required Delivery Date.

DELIVERY RISK OF LOSS: All orders will be F.O.B. destination if not otherwise specified. Risk of loss or damage to the Goods will remain with the Vendor until the Goods have been delivered to and accepted by the CITY. All Goods will be received by the CITY subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The CITY will be allowed a reasonable period of time to inspect the Goods and to notify the Vendor of any nonconformance with the terms and conditions of this purchase order. The CITY may reject any Goods that do not conform to the terms and conditions of this purchase order; any Goods rejected may be returned to the Vendor at the Vendor's risk and expense. Further, where the CITY rightfully revokes acceptance, the CITY may, to the extent of any deficiency in its effective insurance coverage, treat the risk of loss as having rested on the Vendor from the date of the Vendor's acceptance of this purchase order.

INVOICES FOR GOODS: Two copies of the invoice must be mailed to the City of Torrance Finance Department not later than five (5) business days after shipment is made. Individual invoices must be issued for each shipment against each purchase order. Invoices must contain the purchase order number, description of Goods, unit price, quantities billed and extended totals. Payment will be made by the CITY in accordance with the terms specified on the first page of this Purchase Order.

INVOICES FOR SERVICES: Two copies of invoices must be mailed to the City of Torrance Finance Department not later than the day after work is completed. Invoices must contain the purchase order number, scope of service, itemized prices and extended totals. Payment will be made by the CITY in accordance with the terms specified on the first page of this Purchase Order.

To expedite payment, the PO number must appear on all invoices, shipping documents and packages.

ATTACHMENT 2

Payment(s) will be made upon verification and acceptance by the requesting department/division of items received or services performed and receipt of correct billing(s).

PACKING AND SHIPPING OF GOODS: Deliveries must be made as specified without charge for boxing, crating, or storage unless otherwise specified, and Goods must be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in a manner to assure against damage from weather or transportation. The CITY's order numbers and symbols must be plainly marked on all invoices, packages, and shipping orders. Packing lists specifying the quantity, description and purchase order number must accompany each box or package shipment. The CITY's count or weight must be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by the CITY must be shipped in separate boxes or containers for each destination, at no charge.

ACCEPTANCE OF PURCHASE AGREEMENT: This purchase order constitutes the CITY's offer to the Vendor and becomes a binding contract upon acceptance by the Vendor by commencement of performance. Any terms or conditions (including price and dates of performance) proposed by the Vendor in accepting the CITY's offer, which are inconsistent with or in addition to the terms and conditions set forth in this purchase order, will be void and of no effect unless and to the extent expressly accepted by the CITY in writing.

TAXES: The Vendor must separately state on all invoices any taxes imposed by the federal or state government applicable to furnishing of the Goods: provided, however where a tax exemption is available, the tax must be subtracted from the total price and identified. Municipalities are exempt from federal excise and transportation taxes. Total prices quoted are to exclude federal taxes. Exemption certificates will be furnished upon request. Unless otherwise indicated, prices quoted will be considered to exclude state and city sales or use tax, which is payable to the CITY.

PRICES: The Vendor represents that prices quoted to or paid by the CITY will not exceed current prices charged to any other customer or the Vendor for items that are the same or substantially similar to the Goods, taking into account the quality under consideration, and the Vendor will forthwith refund any amounts paid by the CITY in excess of the price.

CASH DISCOUNTS: The date used as the basis for cash discounts calculation is the date the Goods are received and work is completed, or the date an acceptable invoice is received, whichever is later.

WARRANTY FOR GOODS: The Vendor warrants that all Goods will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship and material, and free from defect. Unless manufactured pursuant to detailed design furnished by the CITY, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the CITY. The Vendor's warranties, together with its service guarantees, must run to the CITY and its customers or users of the Goods and must not be deemed exclusive. The CITY's inspection, approval, acceptance, use of, or payment for all or any part of the Goods must in no way effect its warranty rights whether or not a breach of warranty had become evident at the time.

WARRANTY FOR SERVICE:

The Vendor warrants that:

1. The Vendor's performance of the services called for by this Purchase Order does not and must not violate or conflict with (1) any applicable law, rule, or regulation applicable to the Vendor, or (2) any contracts between the Vendor and any third parties: and
2. the services performed must be performed with professional diligence and skill: and
3. That in the event of a nonconformity or breach of any warranty, the Vendor must provide the services to the CITY necessary to correct or remedy any noncompliance or breach.

CHANGES FOR GOODS: The CITY has the right by written notice to change the quantity or specifications of the Goods ordered and the terms of, shipment or packaging of Goods. Upon receipt of any notice, the Vendor will proceed promptly to make the changes in accordance with the terms of the notice. If any change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment must be negotiated promptly and the contract modified in writing accordingly. The Vendor must deliver to the CITY as promptly as possible, and in any event within 30 days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within 30 days by detailed specification of the amount of the price adjustment and supporting cost figures. The Vendor's failure to submit the statements within the time limits stated, will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.

CHANGES FOR SERVICE: The CITY has the right by written notice to change the nature or extent of the work covered by the purchase order, or the drawings and specifications related to the work, or to suspend the work. Upon receipt of any notice, the Vendor will proceed promptly to make the changes in accordance with the terms of the notice. If any change

ATTACHMENT 2

causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment must be negotiated promptly and the contract modified in writing accordingly. The Vendor must deliver to the CITY as promptly as possible, and in any event within 30 days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within 30 days by detailed specification of the amount of the price adjustment and supporting cost figures. The Vendor's failure to submit the statements within the time limits stated, will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.

TERMINATION OF PURCHASE AGREEMENT WITH RESPECT TO SERVICES:

A. Termination without Cause.

Either party may terminate this Purchase Order at any time, without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the Vendor must immediately cease all work or services except as may be specifically approved by the CITY. The Vendor will be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for additional services specifically authorized by the CITY. The CITY will be entitled to reimbursement for any expenses that have been paid for but not rendered.

B. Termination for Cause.

If either party fails to perform any term, covenant or condition in this Purchase Order and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Purchase Order may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

In the event this Purchase Order is terminated for cause by the default of the Vendor, the CITY may, at the expense of the Vendor and its surety, complete this Purchase Order or cause it to be completed. Any check or bond delivered to the CITY in connection with this Purchase Order, and the money payable, will be forfeited to and remain the property of the CITY. All moneys due the Vendor under the terms of this Purchase Order will be retained by the CITY, but the retention will not release the Vendor and its surety from liability for the default. Under these circumstances, however, the Vendor and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Purchase Order Sum and any amount authorized for extra services.

Termination for cause will not affect or terminate any of the rights of the CITY as against the Vendor or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the Vendor or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects responsibility as a public consultant or vendor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or for any other cause the CITY determines to be so serious and compelling as to affect the Vendor's responsibility as a public consultant or vendor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Purchase Order or to impose other sanctions (that may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until the Vendor has been given notice and an opportunity to present evidence in mitigation.

FORCE MAJEURE: If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of the cause for failure to perform.

RETENTION OF FUNDS: The Vendor authorizes the CITY to deduct from any amount payable to the Vendor (whether or not arising out of this Purchase Order) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of the Vendor's negligent acts or omissions or willful misconduct in performing or failing to perform the Vendor's obligations under this Purchase Order. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Vendor, or any indebtedness exists that appears to be the basis for a claim

ATTACHMENT 2

of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of the Vendor to insure, indemnify, and protect the CITY as elsewhere provided in this Purchase Order.

INDEPENDENT CONTRACTOR: The successful proposer is, and will at all times remain as to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may 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 the City. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible and will not be held liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

BUSINESS LICENSE: Prior to the award of a Purchase Order, you are required to have a City of Torrance Business License if your company is located in the City of Torrance; will physically be working in the City of Torrance; or will be using your own vehicles to deliver to the City of Torrance. For additional information and licensing requirements, please contact the City of Torrance Business License Office at (310) 618-5923.

OTHER LICENSES AND PERMITS: The Vendor warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Purchase Order.

FAMILIARITY WITH WORK: By executing this Purchase Order, the Vendor warrants that the Vendor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Purchase Order and (d) has the necessary skills and expertise and adequate staffing to perform such services. If the services involve work upon any site, the Vendor warrants that the Vendor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Purchase Order. Should the Vendor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Purchase Order, the Vendor must immediately inform the CITY of that fact and may not proceed except at the Vendor's risk until written instructions are received from the CITY.

CARE OF WORK: The Vendor must adopt reasonable methods and take reasonable steps during the life of the Purchase Order protect the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages. The Vendor will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

VENDOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS: The Vendor must keep and maintain accurate books and records at its principal place of business concerning the performance of services pursuant to this Purchase Order, including but not limited to records of accounts between the CITY and the Vendor, specifications and drawings relating to the services, and progress and inspection reports concerning the work performed. The CITY and/or its duly authorized representative (including independent certified public accountants), will have the right, during regular business hours to inspect the Vendor's books and records and to make copies of that information at the CITY's expense. The Vendor will maintain these records for three years after final payment.

INDEMNIFICATION WITH RESPECT TO GOODS: The Vendor assumes all responsibility for , and agrees to undertake, to protect, indemnify and hold the CITY, the City Council, each of its members, present and future, its officers, employees, and agents, harmless from any and all liabilities, losses, claims, suits, judgments and causes of action for damage to property and injuries to persons, including death, and from any cost and expense, including recall expenses and attorneys fees, arising out of or related to any of the Goods resulting from the Vendors breach of the terms of the Purchase Order (including the warranties contained herein), the Vendor's negligence, or allegations that such Goods are defective in manufacture or design.

INDEMNIFICATION WITH RESPECT TO SERVICES: The Vendor will indemnify, defend, and hold harmless the CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, bodily injury, death, personal injury, or property loss or damage arising from or related to acts or omissions of the Vendor, its officers, employees, agents, subcontractors or vendors, or in connection with the performance by the Vendor, its officers, employees, agents, subcontractors or vendors, of its services, except for liability resulting solely from the negligence or willful misconduct of the CITY, its officers, employees, or agents. Payment by the CITY is not a condition precedent to enforcement of this indemnity.

ATTACHMENT 2

NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES: No officer or employee of the CITY will be personally liable to the Vendor, in the event of any default or breach by the CITY or for any amount that may become due to the Vendor.

INSURANCE:

- A. The Vendor must maintain at its sole expense the following insurance, which will be full coverage not subject to self-insurance provisions:
 - (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - (b) Primary Property Damage of at least \$250,000 per occurrence; or
 - (c) Combined single limits of \$1,000,000 per occurrence.
 - (2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate.
 - (3) Workers' Compensation with limits as required by the Labor Code of the State of California and Employers Liability with limits of at least \$1,000,000 per occurrence.
 - (4) If vendor/Contractor provides services with data exposure, custom software coding/development or cloud services, Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 Aggregate.
- B. The insurance provided by the Vendor will be primary and non-contributory
- C. The CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. The Vendor must provide certificates of insurance and/or endorsements indicating appropriate coverage to the Purchasing Division of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without notice to the CITY.

SUFFICIENCY OF INSURERS AND SURETIES: Insurance or bonds required by this Purchase Order will be satisfactory only if issued by companies admitted to do business in California, rated "B" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Purchase Order creates an increased or decreased risk of loss to the CITY, the Vendor agrees that the minimum limits of the insurance policies and the performance bond required by this Purchase Order may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Vendor will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

CONFLICT OF INTEREST:

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Purchase Order, nor may any officer or employee participate in any decision relating to the Purchase Order that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

NOTICE:

- A. All notices, requests, demands, or other communications under this Purchase Order will be in writing. Notice will be sufficiently given for all purposes as follows:

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- (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change.

PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING: This Purchase Order and all exhibits are binding on the heirs, successors, and assigns of the parties. The Purchase Order may not be assigned or subcontracted by either the CITY or the Vendor without the prior written consent of the other.

INTEGRATION AMENDMENT: This Purchase Order represents the entire understanding of the CITY and Vendor as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Purchase Order. The Purchase Order may not be modified or altered except in writing signed by both parties.

INTERPRETATION: The terms of this Purchase Order should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Purchase Order or any other rule of construction that might otherwise apply.

SEVERABILITY: If any part of this Purchase Order is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Purchase Order will remain in full force and effect.

TIME OF ESSENCE: Time is of the essence in the performance of this Purchase Order.

GOVERNING LAW; JURISDICTION: This Purchase Order will be administered and interpreted under the laws of the State of California. The parties consent to the jurisdiction of the state and federal courts located in Los Angeles County, California for the resolution of all disputes arising under this Purchase Order, and the parties agree that jurisdiction and venue for proceedings will lie exclusively with these courts. Service of process in any proceeding (including service of process for the institution of a proceeding) may be made by certified mail, return receipt requested, directed to the respective party.

COMPLIANCE WITH STATUTES AND REGULATIONS: The Vendor will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

WAIVER OF BREACH: No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Purchase Order.

ATTORNEY'S FEES: In any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Purchase Order (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Purchase Order, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

ATTACHMENT 2

Bid No. B2019-07

Bid to Furnish the City of Torrance Fuel Requirement

SECTION III BID SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE BID.

You are required to bid each of the 3 years for each item you bid. You are not required to bid every item.

In accordance with your "Invitation to Bid", the following bid is submitted to the City of Torrance.

Bid Submitted by:

Merrimac Petroleum, Inc. dba Merrimac Energy Group

Name of Company

3738 Bayer Ave., Ste. 204

Street Address

Long Beach

City

CA 90808

State Zip Code

(562) 420-6000

Telephone Number

(562) 420-6005

Fax Number

Mary Hazelrigg - President

Printed Name/Title

mhazelrigg@merrimacenergy.net

E-Mail Address



Signature

1/30/2019

Date

Form of Business Organization: Please indicate the following (check one);

☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other: _____

Business History:

Years in business under your current name and form of business organization? 30+ Years

If less than three (3) years and your company was in business under a different name, what was that name?

ATTACHMENT 2

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information:

Mary Hazelrigg
Printed Name
(562) 420-6000
Telephone

President
Title
mhazelrigg@merrimacenergy.net
E-Mail Address

Addenda Received: Please indicate addenda information you have received regarding this bid:

Addendum No.	Date Received
1	1/15/2019
2	1/30/2019
3	2/5/2019

Addendum No.	Date Received

☐ No Addenda received regarding this bid.

Payment Terms:

The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

What are your discounted invoice terms? 1 (one) cent per ☐ We do not have discounted terms.
gallon discount
if paid within 10 days
from delivery date.

Renewal Option:

Please state, if requested by the City, if your company would agree to add a fourth and fifth year to this contract with price, terms and conditions unchanged from year three.

☐ Yes, we would agree to a fourth year with price, terms and conditions unchanged from year three.

☒ Yes, we would agree to a fourth and fifth year with price, terms and conditions unchanged from year three.

☐ No, we would not be interested in renewing this contract.

ATTACHMENT 2

Contract Extension to Other Cities/Agencies:

Please state, if requested by the City, if your company would agree to extend the same price, terms and conditions to other Cities/Agencies.

☒ Yes, we would agree to extend the same price, terms and conditions.

☐ No, we would not agree to extend the same price, terms and conditions

Placing Orders: Please indicate the contact person and telephone number for placing orders:

Name: Mary Hazelrigg & Bruce Mainor & Evan Peters

Telephone No: (562) 420-6000 Fax No.: (562) 420-6005

Orders may be placed between the hours of 8:00 a.m. until 5:00 p.m., (City of Torrance Local Pacific Time) Monday through Friday.

If not Monday through Friday, please indicate which days: 24/7 hours - 365 days

ATTACHMENT 2

Taxes and Fees:

Please list the taxes and fees for each fuel and delivery type. If there are any fees or taxes that are not listed below, please indicate so in the space provided. Fees and taxes that are not listed in this bid will not be paid and may not be added/invoiced after award of bid to the successful bidder.

CARB 87 Octane NL Unleaded Gasoline (Bulk Deliveries)		
Description	Rate	Vendor Comments
Federal Excise Tax	Exempt	
Leaky Underground Storage Tank Fee (LUST)	@ \$0.001 per gallon	
Federal Environmental Recovery Fee	@ \$0.0021 per gallon	
California Lead Poison Prevention Fee	@ \$0.00146 per gallon	
California Motor Vehicle Fuel Excise Tax	@ \$0.417 per gallon	
California AB32 Fees	@ \$0.00428 per gallon	
Gasoline Sales Tax Rate	@ 4.5 % (applicable to price and all taxes and fees)	
Other Taxes and Fees (please specify):		
Cap at the Rack (CAR fee)	Changes daily	
LCFS Fee	Changes daily	

ATTACHMENT 2

Taxes and Fees:

Please list the taxes and fees for each fuel and delivery type. If there are any fees or taxes that are not listed below, please indicate so in the space provided. Fees and taxes that are not listed in this bid will not be paid and may not be added/invoiced after award of bid to the successful bidder.

CARB Ultra Low Sulfur Diesel (Clear) Fuel (Bulk Deliveries)		
Description	Rate	Vendor Comments
Federal Excise Tax	Exempt	
Leaky Underground Storage Tank Fee (LUST)	@ \$0.001 per gallon	
Federal Environmental Recovery Fee	@ \$0.0021 per gallon	
California Motor Vehicle Fuel Excise Tax	@ \$0.36 per gallon	
California AB32 Fees	@ \$0.00506 per gallon	
Diesel Sales Tax Rate	@ <u>15.25</u> % (applicable to price and all taxes and fees)	
Other Taxes and Fees (please specify):		
Cap at the Rack (CAR fee)	Changes daily	
LCFS Fee	Changes daily	

ATTACHMENT 2

Taxes and Fees:

Please list the taxes and fees for each fuel and delivery type. If there are any fees or taxes that are not listed below, please indicate so in the space provided. Fees and taxes that are not listed in this bid will not be paid and may not be added/invoiced after award of bid to the successful bidder.

CARB Ultra Low Sulfur Diesel (Clear) Fuel (Non-Bulk Deliveries)		
Description	Rate	Vendor Comments
Federal Excise Tax	Exempt	
Leaky Underground Storage Tank Fee (LUST)	@ \$0.001 per gallon	
Federal Environmental Recovery Fee	@ \$0.0021 per gallon	
California Motor Vehicle Fuel Excise Tax	@ \$0.36 per gallon	
California AB32 Fees	@ \$0.00506 per gallon	
Diesel Sales Tax Rate	@ <u>15.25</u> % (applicable to price and all taxes and fees)	
Other Taxes and Fees (please specify):		
Cap at the Rack (CAR fee)	Changes daily	
LCFS Fee	Changes daily	

CONFIDENTIAL PAGE**References:**

Please supply the names of companies/agencies for which you recently supplied comparable goods/services as requested in this bid. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred. **DO NOT INCLUDE THE CITY OF TORRANCE AS A REFERENCE FOR THIS BID.**

Name of Company/Agency: City of Los Angeles
 Street Address: 111 E. 1 St. 6th Floor Room #303 MS 774
 City, State Zip Code: Los Angeles, CA 90012
 Name of Person to Contact: Carlos Benedicto
 Phone Number of Contact: (213) 978-3784
 Project Description: Supply of Jet A; and diesel separately to City
generators

Name of Company/Agency: City of Long Beach
 Street Address: 333 West Ocean Blvd.
 City, State Zip Code: Long Beach, CA 90802
 Name of Person to Contact: Ryan Van Andel
 Phone Number of Contact: (562) 570-5405
 Project Description: Supply gasoline, diesel, and renewable diesel
to the City

Name of Company/Agency: Orange County Transit Authority (OCTA)
 Street Address: 16281 Construction Circle West
 City, State Zip Code: Irvine, CA 92606
 Name of Person to Contact: Edward Norcott
 Phone Number of Contact: (949) 857-7190
 Project Description: Provide all gasoline to Orange County Transit
locations

CONFIDENTIAL PAGE

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Price Proposal:

Bidder must complete each item completely. The pricing mechanism on this bid is based upon a discount (-) or mark up (+) from the Daily Oil Price Information Service (OPIS) newsletter average price for the Los Angeles area. OPIS data may be subject to Daily fluctuations. The discount or mark up offered by the successful bidder must remain the same during the term of the purchasing agreement.

Bid Item #	Product	+ or - Adjustment to Daily OPIS	Product Bid
1	CARB 87 Octane NL Unleaded Gasoline Total Anticipated Gallons for 3-Years: 935,000	Year One	Brand: Various - Phillips, Valero, Tesoro, etc. Product Identification No.: # <u>CARB 87 OCTANE</u> <input type="checkbox"/> We are not bidding this item
	<u>Bulk Deliveries to:</u>	+ \$ _____	
	Transit Warehouse 20500 Madrona Ave. Torrance, CA 90503 Anticipated Usage for 3 Years: 160,000 gallons	- \$ <u>.1509</u>	
		Year Two	
	City Services Warehouse 20500 Madrona Ave. Torrance, CA 90503 Anticipated Usage for 3 Years: 760,000 gallons	+ \$ _____	
		- \$ <u>.1509</u>	
	Torrance Municipal Airport-Zamperini Field 3301 Airport Drive Torrance, CA 90505 Anticipated Usage for 3 Years: 15,000 gallons	Year Three	
		+ \$ _____	
		- \$ <u>.1509</u>	

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Price Proposal:

Bidder must complete each item completely. The pricing mechanism on this bid is based upon a discount (-) or mark up (+) from the Daily Oil Price Information Service (OPIS) newsletter average price for the Los Angeles area. OPIS data may be subject to Daily fluctuations. The discount or mark up offered by the successful bidder must remain the same during the term of the purchasing agreement.

Bid Item #	Product	+ or - Adjustment to Daily OPIS	Product Bid
2A	CARB Ultra Low Sulfur Diesel (Clear) Total Anticipated Gallons for 3-Years: 390,000 <u>Bulk Deliveries to:</u> Transit Services Warehouse 20500 Madrona Ave. Torrance, CA 90503 Anticipated Usage for 3 Years: 10,000 gallons City Services Warehouse 20500 Madrona Ave. Torrance, CA 90503 Anticipated Usage for 3 Years: 380,000 gallons	Year One + \$ _____ - \$ <u>.0299</u> Year Two + \$ _____ - \$ <u>.0299</u> Year Three + \$ _____ - \$ <u>.0299</u>	Brand: <u>Various - Phillips, Valero, Tesoro,</u> etc. Product Identification No.: # <u>CARB ULSD CLEAR</u> <input type="checkbox"/> We are not bidding this item

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Price Proposal:

If your company can provide renewable diesel, please complete this form for consideration as an option to bid item #2A. At its discretion, the City may evaluate the use of renewable diesel in lieu of, or in combination with, Ultra Low Sulfur Diesel to meet its total anticipated three-year usage of 390,000 gallons of bulk delivery diesel fuel.

Bid Item #	Product	+ or - Adjustment to Daily OPIS	Product Bid
2B	CARB Renewable Diesel	Please use the Daily OPIS for Ultra Low Sulfur Diesel (Clear)	Brand: <u>Various</u> Product Identification No.: # <u>RENEWABLE CLEAR</u> <input type="checkbox"/> We are not bidding this item
	Renewable diesel meets ASTM D975-12a, but is made from non-petroleum sources. Specifically, renewable diesel meets the definition of "hydrocarbon oil" and the physical and chemical properties specified in ASTM D975-12a.		
	Total Anticipated Gallons for 3-Years: 390,000		
	<u>Bulk Deliveries to:</u>		
	Transit Services Warehouse 20500 Madrona Ave. Torrance, CA 90503 Anticipated Usage for 3 Years: 10,000 gallons	Year One + \$ _____ - \$ <u>.0491</u>	
		Year Two + \$ _____ - \$ <u>.0491</u>	
		Year Three + \$ _____ - \$ <u>.0491</u>	
	City Services Warehouse 20500 Madrona Ave. Torrance, CA 90503 Anticipated Usage for 3 Years: 380,000 gallons		

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Price Proposal:

Bidder must complete each item completely. The pricing mechanism on this bid is based upon a discount (-) or mark up (+) from the Daily Oil Price Information Service (OPIS) newsletter average price for the Los Angeles area. OPIS data may be subject to Daily fluctuations. However, the discount or mark up offered by the successful bidder must remain the same during the term of the purchasing agreement.

Bid Item #	Product	+ or - Adjustment to Daily OPIS	Product Bid
3A	CARB Ultra Low Sulfur Diesel (Clear) Total Anticipated Gallons for 3-Years: 45,400	Year One	Brand:
	<u>Non-Bulk Deliveries to:</u>	+ \$ <u>.0290</u>	Various - Phillips, Valero, Tesoro,
	Communications & Information Technology Dept. 3031 Torrance Blvd. Torrance, CA 90503 Anticipated Usage for 3 Years: 200 gallons	- \$ _____	etc.
		Year Two	Product Identification No.:
	Torrance Police Dept. 3300 Civic Center Drive Torrance, CA 90503 Anticipated Usage for 3 Years: 600 gallons	+ \$ <u>.0290</u>	# <u>CARB ULSD CLEAR</u>
		- \$ _____	<input type="checkbox"/> We are not bidding this item
	Fire Station #1 1701 Crenshaw Blvd. Torrance, CA 90501 Anticipated Usage for 3 Years: 500 gallons	Year Three	
		+ \$ <u>.0290</u>	
	Fire Station #3 3535 West 182nd Street Torrance, CA 90504 Anticipated Usage for 3 Years: 22,500 gallons	- \$ _____	
	Fire Station #4 5205 Calle Mayor Torrance, CA 90505 Anticipated Usage for 3 Years: 18,500 gallons		
	Fire Station #5 3940 Del Amo Blvd. Torrance, CA 90503 Anticipated Usage for 3 Years: 500 gallons		
	Fire Station #6 21401 Del Amo Circle W. Torrance, CA 90503 Anticipated Usage for 3 Years: 500 gallons		
	Water Pump Station 25640 Crenshaw Blvd. Torrance, CA 90505 Anticipated Usage for 3 Years: 1,800 gallons		
	Water Pump Station 2223 Border Avenue Torrance, CA 90501 Anticipated Usage for 3 Years: 300 gallons		

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Price Proposal:

If your company can provide renewable diesel, please complete this form for consideration as an option to bid item #3A. At its discretion, the City may evaluate the use of renewable diesel in lieu of, or in combination with, Ultra Low Sulfur Diesel to meet its total anticipated three-year usage of 45,400 gallons of non-bulk delivery diesel fuel.

Bid Item #	Product	+ or - Adjustment to Daily OPIS	Product Bid
3B	CARB Renewable Diesel Total Anticipated Gallons for 3-Years: 45,400 <u>Non-Bulk Deliveries to:</u> Communications & Information Technology Dept. 3031 Torrance Blvd. Torrance, CA 90503 Anticipated Usage for 3 Years: 200 gallons Torrance Police Dept. 3300 Civic Center Drive Torrance, CA 90503 Anticipated Usage for 3 Years: 600 gallons Fire Station #1 1701 Crenshaw Blvd. Torrance, CA 90501 Anticipated Usage for 3 Years: 500 gallons Fire Station #3 3535 West 182nd Street Torrance, CA 90504 Anticipated Usage for 3 Years: 22,500 gallons Fire Station #4 5205 Calle Mayor Torrance, CA 90505 Anticipated Usage for 3 Years: 18,500 gallons Fire Station #5 3940 Del Amo Blvd. Torrance, CA 90503 Anticipated Usage for 3 Years: 500 gallons Fire Station #6 21401 Del Amo Circle W. Torrance, CA 90503 Anticipated Usage for 3 Years: 500 gallons Water Pump Station 25640 Crenshaw Blvd. Torrance, CA 90505 Anticipated Usage for 3 Years: 1,800 gallons Water Pump Station 2223 Border Avenue Torrance, CA 90501 Anticipated Usage for 3 Years: 300 gallons	Please use the Daily OPIS for Ultra Low Sulfur Diesel (Clear) <div style="text-align: center;">Year One</div> + \$ <u>.0290</u> - \$ _____ <div style="text-align: center;">Year Two</div> + \$ <u>.0290</u> - \$ _____ <div style="text-align: center;">Year Three</div> + \$ <u>.0290</u> - \$ _____	Brand: <u>Various</u> Product Identification No.: # <u>RENEWABLE CLEAR</u> <input type="checkbox"/> We are not bidding this item

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Bid Proposal Summary:

Year One					
A	B	C	D	E	F
Bid Item #	Usage	Evaluation Unit Price	Unit Price Based on OPIS Plus or Minus	Total Unit Price	Extended Price
	Number of gallons the City anticipates using the first year	For evaluation purposes, this price will be used as the "OPIS average price for the Los Angeles Area"	+ or - Adjustment to Daily OPIS You Bid (from pages 18-22) added or subtracted to/from the Unit Price (in Column C)	Add Column C and D	Multiply Column E by Column B
Example for line 1: You bid minus \$0.20 You would enter that amount in column D. For column E, you would subtract \$0.20 from \$3.17 and enter \$2.97. For column F you multiply \$2.97 by 311,666.66 and enter \$925,649.98					
Example:	311,666.66	\$3.17	\$-0.20	\$2.97	\$925,649.98

A	B	C	D	E	F
1 CARB 87 Octane NL Unleaded Gasoline Bulk Deliveries	311,666.66	\$3.17	\$ -.1509	\$ 3.0191	\$ 940,952.81
2A CARB Ultra Low Sulfur Diesel (Clear) Bulk Deliveries	130,000	\$3.41	\$ -.0299	\$ 3.3801	\$ 439,413.00
3A CARB Ultra Low Sulfur Diesel (Clear) Non-Bulk Deliveries	15,133.33	\$3.41	\$.0290	\$ 3.4390	\$ 52,043.52
Year One - Total Based on Anticipated Annual Usage					\$ 1,432,409.33

Optional: Renewable Diesel					
A	B	C	D	E	F
2B CARB Renewable Diesel Bulk Deliveries	130,000	\$3.55	\$ -.0491	\$ 3.5009	\$ 455,117.00
3B CARB Renewable Diesel Non-Bulk Deliveries	15,133.33	\$3.55	\$.0290	\$ 3.5790	\$ 54,162.19
Year One - Total Based on Anticipated Annual Usage					\$ 509,279.19

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Bid Proposal Summary:

Year Two					
A	B	C	D	E	F
Bid Item #	Usage	Evaluation Unit Price	Unit Price Based on OPIS Plus or Minus	Total Unit Price	Extended Price
	Number of gallons the City anticipates using the first year	For evaluation purposes, this price will be used as the "OPIS average price for the Los Angeles Area"	+ or - Adjustment to Daily OPIS You Bid (from pages 18-22) added or subtracted to/from the Unit Price (in Column C)	Add Column C and D	Multiply Column E by Column B
Example for line 1: You bid minus \$0.20 You would enter that amount in column D. For column E, you would subtract \$0.20 from \$3.17 and enter \$2.97. For column F you multiply \$2.97 by 311,666.66 and enter \$925,649.98					
Example:	311,666.66	\$3.17	\$-0.20	\$2.97	\$925,649.98

A	B	C	D	E	F
1 CARB 87 Octane NL Unleaded Gasoline Bulk Deliveries	311,666.66	\$3.17	\$ -.1509	\$ 3.0191	\$ 940,952.81
2A CARB Ultra Low Sulfur Diesel (Clear) Bulk Deliveries	130,000	\$3.41	\$ -.0299	\$ 3.3801	\$ 439,413.00
3A CARB Ultra Low Sulfur Diesel (Clear) Non-Bulk Deliveries	15,133.33	\$3.41	\$.0290	\$ 3.4390	\$ 52,043.52
Year Two - Total Based on Anticipated Annual Usage					\$ 1,432,409.33

Optional: Renewable Diesel					
A	B	C	D	E	F
2B CARB Renewable Diesel Bulk Deliveries	130,000	\$3.55	\$ -.0491	\$ 3.5009	\$ 455,117.00
3B CARB Renewable Diesel Non-Bulk Deliveries	15,133.33	\$3.55	\$.0290	\$ 3.5790	\$ 54,162.19
Year Two - Total Based on Anticipated Annual Usage					\$ 509,279.19

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Bid Proposal Summary (continued):

	Items #: 1, 2A, 3A	Items #: 2B, 3B
Year One total (from page 23)	\$ 1,432,409.33	\$ 509,279.19
Year Two total (from page 24)	\$ 1,432,409.33	\$ 509,279.19
Year Three total (from page 25)	\$ 1,432,409.33	\$ 509,279.19
Combined 3-Year Total	\$ 4,297,227.99	\$ 1,527,837.57

Did you bid on all items (1-3)?	<input type="checkbox"/> No, we did not bid on all bid items <input checked="" type="checkbox"/> Yes, we bid on all 3 items
Did you bid each of the three years?	<input checked="" type="checkbox"/> Yes, we bid on all 3 years <input type="checkbox"/> No, we did not bid on all three years and understand that our bid will not be considered or evaluated.
As required by this bid, we have submitted one (1) original and four (4) copies of this bid submittal to the City of Torrance (pages 11-27).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Additional Comments: 	

ATTACHMENT 2

Vendor Name: Merrimac Petroleum, Inc. dba Merrimac Energy Group

Bid Proposal Summary (continued):

	Items #: 1, 2A, 3A	Items #: 2B, 3B
Year One total (from page 23)	\$ 1,432,409.33	\$ 509,279.19
Year Two total (from page 24)	\$ 1,432,409.33	\$ 509,279.19
Year Three total (from page 25)	\$ 1,432,409.33	\$ 509,279.19
Combined 3-Year Total	\$ 4,297,227.99	\$ 1,527,837.57

Did you bid on all items (1-3)?	<input type="checkbox"/> No, we did not bid on all bid items <input checked="" type="checkbox"/> Yes, we bid on all 3 items
Did you bid each of the three years?	<input checked="" type="checkbox"/> Yes, we bid on all 3 years <input type="checkbox"/> No, we did not bid on all three years and understand that our bid will not be considered or evaluated.
As required by this bid, we have submitted one (1) original and four (4) copies of this bid submittal to the City of Torrance (pages 11-27).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Additional Comments:	



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-743

Meeting Date: 6/21/2022

TITLE:

AMENDMENT FOR UNLEADED FUEL PROCUREMENT AND DELIVERY SERVICES WITH PINNACLE PETROLEUM, INC.

DEPARTMENT: PUBLIC WORKS/MAINTENANCE SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: ROBERT RYAN, MAINTENANCE SERVICES MANAGER, (714) 327-7499

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve Amendment No. 1 to the agreement with Pinnacle Petroleum, Inc., increasing Fiscal Year 2021-2022's annual amount by \$120,000 and increasing the annual not to exceed amount for subsequent years by \$400,000, resulting in annual allocation of \$800,000.
2. Authorize the City Manager and the City Clerk to execute the amendment and future authorized amendments to the agreement.

BACKGROUND:

The City's Public Services Department, Equipment Maintenance Section, is responsible for maintaining a total of twelve (12) fuel storage tanks and ensuring that the City has an adequate and uninterrupted supply of fuel. This includes five (5) above ground storage tanks and seven (7) underground storage tanks. These tanks provide fuel storage and dispensing at the City's Corporation Yard, Police Department and Fire Stations 1, 2, 3, 5, and 6. The City also has ten (10) emergency generators located at various sites with storage tanks. The Equipment Maintenance Section maintains, monitors, coordinates fuel deliveries, and oversees fueling operations in compliance with Federal, State and County regulations.

ANALYSIS:

The City is currently purchasing unleaded fuel utilizing pricing provided by Cooperative Agreement RCA-017-21010021 with the County of Orange (Attachment 2). Using the County's Cooperative Agreement has proven to be an effective means of purchasing fuel and ensures that the City receives the best possible prices.

Due to unprecedented rising fuel costs, the current \$400,000 allotment provided under the original agreement has been expended. Based on projected demand and fuel costs, an additional \$120,000

is needed to cover recent orders to supply unleaded fuel for the remainder of Fiscal Year 2021-2022.

In addition, based on current fuel costs and anticipated increases in the near future, the annual not-to-exceed amount of the agreement of \$400,000 will need to be increased by \$400,000 annually, resulting in an allocation of \$800,000 annually for the remainder of the agreement through Fiscal Year 2025-2026. The increases to the annual contract amounts are necessary to ensure the supply of unleaded fuel to support City operations including Emergency Police and Fire services for the remainder of Fiscal Year 2021-2022 and subsequent years of the agreement.

ALTERNATIVES:

The City Council may reject Amendment No. 1 to the agreement with Pinnacle Petroleum, Inc. However, this action would negatively impact public safety and the daily operations and services rendered by City Staff.

FISCAL REVIEW:

The amendment will be funded from the Equipment Replacement Fund's Fuel Inventory account. Based on City Council approval, fuel purchasing and delivery services will continue to be budgeted in subsequent fiscal years.

LEGAL REVIEW:

The City Attorney's office has reviewed this agenda report, prepared Amendment No. 1 to the agreement and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Maintain and enhance the City's infrastructure, facilities, equipment, and technology.

CONCLUSION:

Fuel costs have risen dramatically over the past few months. Therefore, increases to the annual contract amount are necessary to ensure the supply of unleaded fuel to support City operations, including Emergency Police and Fire services, for the remainder of Fiscal Year 2021-2022 and subsequent years of the agreement.

Staff recommends the City Council:

1. Approve Amendment No. 1 to the agreement with Pinnacle Petroleum, Inc., increasing Fiscal Year 2021-2022's annual amount by \$120,000 and increasing the annual not-to-exceed amount for subsequent years by \$400,000, resulting in an annual allocation of \$800,000.
2. Authorize the City Manager and the City Clerk to execute the amendment and authorize future amendments to the agreement.

ATTACHMENT 1

AMENDMENT NUMBER ONE TO AGREEMENT FOR UNLEADED FUEL SERVICES WITH PINNACLE PETROLEUM, INC.

THIS AMENDMENT NUMBER ONE ("Amendment") is made and entered into this 21st day of June, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and PINNACLE PETROLEUM, INC., a California corporation ("Contractor").

WHEREAS, City and Contractor entered into an agreement dated August 1, 2021 for Contractor to provide unleaded fuel services (the "Agreement"); and

WHEREAS, Section 4(b) of the Agreement provides that Contractor's annual compensation shall not exceed Four Hundred Thousand Dollars (\$400,000.00); and

WHEREAS, City desires to increase Contractor's maximum annual compensation due to rising fuel costs.

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

1. Section 4(b) of the Agreement shall be amended to read as follows:

Article CC (Expenditure Limit) of the General Terms and Conditions shall be amended to read as follows: "Expenditure Limit: Contractor's compensation for the period commencing August 1, 2021 and ending June 30, 2022 shall not exceed Five Hundred Twenty Thousand Dollars (\$520,000.00). Thereafter, Contractor's annual compensation shall not exceed Eight Hundred Thousand Dollars (\$800,000.00). Contractor shall notify the City in writing when the expenditures against the Contract reach 75 percent of the annual compensation limit on the Contract. The City will not be responsible for any expenditure overruns and will not pay for work exceeding the annual compensation limit on the Contract unless a change order to cover those costs has been issued."

2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
3. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

[Signature page follows.]

ATTACHMENT 1

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

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

ATTACHMENT 1

APPROVED AS TO CONTENT:

Robert Ryan
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____



**REGIONAL COOPERATIVE AGREEMENT
CONTRACT RCA-017-210100021
BETWEEN
THE COUNTY OF ORANGE
AND
PINNACLE PETROLEUM INC
FOR
UNLEADED FUEL AND RELATED SUPPLIES AND SERVICES**

This Contract RCA-017-21010021, hereinafter referred to as “Contract”, is made and entered into upon execution of all necessary signatures between the County of Orange, hereinafter “County” and Pinnacle Petroleum Inc. with a place of business at 16651 Gemini Lane, Huntington Beach, CA 92647, hereinafter referred to as “Contractor”, which are sometimes individually referred to as “Party” or collectively referred to as “Parties”;

RECITALS

WHEREAS Contractor responded to Invitation for Bid: IFB-C028830-JM, for unleaded fuel, and related supplies and services, and represented that its proposed products and services shall meet or exceed the requirements and specifications as specified in Attachment A, Scope of Work, and

WHEREAS Contractor agrees to provide unleaded fuels and related supplies and services as further set forth in Attachment A, Scope of Work, attached hereto and incorporated herein; and

WHEREAS Contractor agrees to accept the compensation as further set forth in Attachment B, Payment and Compensation, attached hereto as and incorporated herein.

NOW THEREFORE the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been rendered, inspected, and tested to the satisfaction of County, and 2) payment shall be made after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnittees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this

provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's

performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Pollution Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) calendar days of any policy cancellation and ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 Policy).

If Contractor's Pollution Liability policy is a claims-made policy, Contractor shall agree to maintain coverage for two (2) years following completion of contract.

Insurance certificates should be emailed to CEOPOInsurance@ocgov.com.

If email is not possible, then Insurance certificates should specifically be forwarded to:

County of Orange
c/o: CEO/County Procurement Office
Attn: Insurance
1300 S. Grand Ave.,
Ste. A, 2nd Floor Santa
Ana, CA 92705-4434

Any insurance documents not addressed as shown above will be "Return to Sender".

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/Purchasing or the Agency/Department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other

instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their County.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight (F.O.B. Destination):** Intentional omitted.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.
- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services

hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

- CC. **Expenditure Limit:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure goods/services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.
2. **Contract Term:** The term of this Contract shall commence on July 1, 2021 and continue for a term of five (5) years from that date to June 30, 2026, unless otherwise terminated by County. This Contract is non-renewable.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
4. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities
5. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority
6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions, which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

8. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
9. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
10. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.
11. **Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the Agency/Department issuing this Contract.
12. **Contractor Personnel- Uniforms/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.
13. **Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing DPA.

14. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.
15. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
16. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, in unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.
17. **Default:** In case of default by Contractor, the County of Orange may procure the services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
18. **Disputes – Contract:**
 - a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 - 1) Contractor shall submit to the Agency/Department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - 2) Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the

demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

- 19. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 2. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace;
 - b) The organization's policy of maintaining a drug-free workplace;
 - c) Any available counseling, rehabilitation and employee assistance programs; and
 - d) Penalties that may be imposed upon employees for drug abuse violations.
- 3. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - a) Will receive a copy of the company's drug-free policy statement; and
 - b) Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- 4. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:
- 5. Contractor has made false certification, or
- 6. Contractor violates the certification by failing to carry out the requirements as noted above.

- 20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster,

emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

21. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

22. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

23. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation

24. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each

party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.

25. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
26. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project manager.
27. **Nondiscrimination – Statement of Compliance:** The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
28. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Pinnacle Petroleum, Inc.
Attn: Kristen Tavares
16651 Gemini Lane
Huntington Beach, CA 92647

For County: County of Orange, County Procurement Office
Attn: Yarida Guzman, Deputy Purchasing Agent
1300 S. Grand Avenue
Building A-2nd Floor
Santa Ana, CA 92705

29. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

30. **Orders:** The Contractor shall receive written or verbal requests from individual County agencies/departments on an as-needed basis for items on this Contract, subject to the terms, conditions, and pricing listed herein.
31. **Order Confirmation by Contractor:** The Contractor shall be responsible for confirming specifications, quantities, and pricing with the contracting Agency/Department contact person prior to order entry/delivery.
32. **Order Dates:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. Order dates take precedence over delivery dates. The Contractor must clearly identify the order date on all invoices to County.
33. **Parking for Delivery Services:** The County of Orange will not provide free parking for delivery services.
34. **Payment Authorization – Partial:** Partial payments are authorized for partial shipments with signature approval from the receiving Agency/Department.
35. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.
36. **Price Increase/Decrease:** No price increases will be permitted during the first year of the contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
37. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.
38. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
39. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California, the County of Orange, or a private

auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.

40. **Sub-Contracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

41. **Termination Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
42. **Transportation Charges:** Prices quoted shall include transportation charges governed by the minimum rate tariff established by the Public Utilities Commission (PUC) of the state of California. Should the prices be affected by any action of the PUC, the County of Orange will, with 30-day notice and submission of proper evidence thereof by the Contractor, make the necessary price adjustment during the term of this Contract.
43. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
44. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user Agency/Department. The usage report shall be in a format specified by the user Agency/Department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
45. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

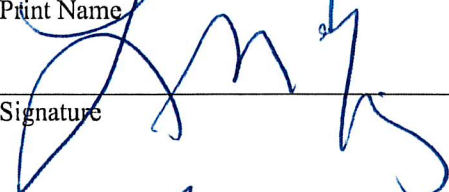
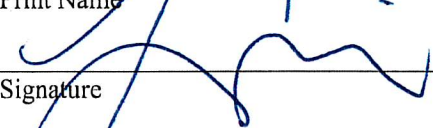
- SIGNATURE PAGE TO FOLLOW -

CONTRACT SIGNATURE PAGE

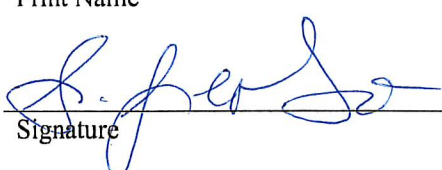
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

PINNACLE PETROLEUM, INC.

*Pursuant to California Corporation Code Section 313, if the Contracting Party is a Corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President, and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. In the Alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

<u>Liz McKinley</u>	<u>President</u>
Print Name	Title
	<u>6/23/2021</u>
Signature	Date
<u>Liz McKinley</u>	<u>Secretary</u>
Print Name	Title
	<u>6/23/2021</u>
Signature	Date

County of Orange, a political subdivision of the State of California

<u>Jeff Miller</u>	<u>Deputy Purchasing Agent</u>
Print Name	Title
	<u>6/28/2021</u>
Signature	Date

**ATTACHMENT A
SCOPE OF WORK****1. GENERAL INFORMATION**

The County of Orange is comprised of 21 Agencies and over 17,500 employees located throughout the County. The County's core businesses are public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services and aviation.

Contractor is to provide **Unleaded Fuel and Related Supplies and Services** to County owned tanks located throughout the County of Orange various facilities on an as needed basis and usage is not guaranteed. Service locations may be added or deleted, and service hours modified at any given time. Contractor is required to provide this service upon request by any County Agency/Department and participating government entity.

2. FUEL SPECIFICATIONS:

- 2.1. Fuel provided must meet Air Resources Board (ARB), "The California Reformulated Gasoline Regulations" Title 13, California Code of Regulations Sections 2250-2273.5 latest version / sub articles, and all-inclusive amendments.
- 2.2. Fuel provided must meet Reid Vapor Pressure (RVP) Requirements as required under California's Phase 2 Reformulated Gasoline (CaRFG2) & Phase 3 Reformulated Gasoline (CaRFG2).
- 2.3. Fuel provided must comply with the requirements of American Society of Testing and Materials (ASTM) D4815 standard or latest version as verified by an independent lab of the County's choosing.
- 2.4. Regular Unleaded Gasoline shall have Minimum Octane Rating of 87 which shall be determined by using the R+M/2 method.
- 2.5. Unleaded-Plus Gasoline shall have Minimum Octane Rating of 89 which shall be determined by using the R+M/2 method.
- 2.6. Unleaded Premium Gasoline shall have Minimum Octane Rating of 91 which shall be determined by using the R+M/2 method.
- 2.7. Only products of new manufacture or distillation will be accepted. No refined or reclaimed products will be accepted. All fuel/gasoline shall have a minimum shelf life of one (1) year.
- 2.8. All products furnished shall conform to all Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT) and Air Resources Board (ARB) regulations for the handling and supply of unleaded fuel/gasoline.

3. CONTRACTOR RESPONSIBILITIES

- 3.1. Contractor shall possess all Federal, State and Local permits, licenses and approvals necessary to provide goods/services required in the Scope of Work. Any associated fees shall be the responsibility of the Contractor.
- 3.2. Contractor shall provide all transitional interfacing and continual uninterrupted services at Contract date.
- 3.3. Contractor shall provide Safety Data Sheet (SDS) at time of fuel delivery as required by law.
- 3.4. Contractor shall be held liable for any damage or criminal/civil citations which may occur as a result of any spills and/or accidents.

- 3.5. Contractor's delivered product pricing shall be inclusive of all freight/unloading/handling and delivery charges.
- 3.6. Contractor shall perform all deliveries and to act in a safe and professional manner, adhering to all applicable Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT), Air Resource Board (ARB) and any other new law, regulations for the handling and supply of unleaded fuel/gasoline.
- 3.7. Contractor must commit to delivery as requested, at time stated on accepted and confirmed orders.
- 3.8. Contractor shall own or have available a fleet of trucks adequate to handle County delivery needs that shall meet or exceed all industry standards. All vehicles utilized to service County needs must be minimally equipped with a radio dispatch system or mobile telephone access and have the capability to provide a printed metered ticket at time of delivery. Awarded vendor shall be fully responsible to meet all County needs/requirements, including insurance requirements.
- 3.9. Contractor's delivery vehicles/trucks must comply with the California Air Resources Board approved/certified Phase II Vapor Recovery Equipment Requirements and any other applicable regulations. Proof of compliance shall be provided to the County upon request.
- 3.10. Contractor's drivers/delivery crew shall be HAZMAT trained and certified in safety measures to prevent accidents endangering County personnel and property.
- 3.11. Contractor shall be responsible for obtaining fuel readings and managing load inventory as requested by County to meet or exceed all State and local applicable laws and regulations.
- 3.12. All fuel delivered to the County shall be temperature corrected to 60 degrees Fahrenheit and or as at the adequate and required temperature set by Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT), Air Resources Board (ARB) and/or any other mandated laws, regulations and ordinances.
- 3.13. Contractor shall perform full delivery of fuel within two (2) business days after receipt of Agency/Department's order. Contractor shall provide a delivery metered ticket for each delivery of fuel; and the metered ticket must be signed and dated and provided to the ordering agency at delivery.
- 3.14. Contractor shall itemize all applicable Federal and California fuel surcharges, Federal and State Excise Tax, California State Sales Tax and/or any other applicable tax and fees as separate line items when invoicing.

4. ORDERING PROCESS AND EMERGENCY DELIVERY

4.1. Ordering Process

- 4.1.1. Contractor shall not request minimum orders or pattern of use; orders shall be placed as needed and at the convenience of the using Agency/Department. Usage quantities are approximate and shall not be interpreted as quantities ordered.
- 4.1.2. Contractor shall maintain, at Contractor's expense, a telephone answering system, which, at a minimum, provides eight (8) hours per day, five (5) days per week live coverage from the hours of 8:00 a.m. to 5:00 p.m. and an e-mail address to place all requests/orders, as well as a contact name and number for 24-hour access phone number for emergency situations.
- 4.1.3. Contractor shall deliver all fuel orders in full and within two (2) calendar days after confirmation of receipt of Agency/Department's order (e.g. Any orders submitted on Fridays shall be scheduled for Tuesday delivery, unless other arrangements are

made by each Agency and Contractor's acceptance). Each Agency/Department may have different delivery schedules due to facility hours of operation, but all non-emergency deliveries shall be done within regular business hours. Partial order deliveries may be accepted at the discretion and approval of each Agency/Department and shall be billed accordingly.

- 4.1.4. If a partial order is delivered and accepted, Contractor shall bill only for the fuel delivered and Contractor shall be responsible to schedule the order balance within 24 hours or next business day. If next business day falls on a weekend or Holiday, Contractor shall be responsible to make a delivery, if required by County, over the weekend or holiday at no extra cost to County.
 - 4.1.5. County may place an order for more than 8,500 gallons to accommodate 10,000 Gallon tanks or larger. This order may require more than one (1) truck load and shall be coordinated with the ordering Agency/Department and billed accordingly.
 - 4.1.6. Contractor shall provide a delivery metered ticket for each fuel delivery, listing fuel order amount in gallons, location of facility and a brief description of product delivered. A delivery manual ticket will be accepted only when metered ticket is not available.
 - 4.1.7. Contractor shall perform all work in accordance with accepted industry practice.
 - 4.1.8. **Standing Time:** Contractor shall be responsible for all the time it takes Contractor to offload/transfer fuel from Contractor's fuel trucks to County tanks at the various locations. The County will not be charged any additional fees for standing time.
- 4.2. **Emergency Deliveries:**
- 4.2.1. County may place emergency orders, which is defined as outside of the regular delivery hours of 8:00 a.m. and 5:00 p.m. (PST), weekends and County observed holidays.
 - 4.2.2. Emergency Service requests must be requested/classified as an "Emergency" by County Site Coordinator and must be approved in writing prior to providing the service. This rate will be in addition to hourly rate as set forth in Attachment C-Fees and Compensation. A copy of the written authorization may be required for payment of invoice.
 - 4.2.3. Emergency deliveries shall be orders that required delivery within one (1) business day from order confirmation.
 - 4.2.4. Contractor shall be entitled to an emergency delivery flat fee and a separate "Emergency Delivery" invoice must accompany the regular fuel invoice for payment of the fee. Emergency delivery fees shall be billed at the rate set forth in Attachment B, Payment and Compensation.
 - 4.2.5. The Intent of this Contract is for daily operations; however, in an Emergency Event or Declared Disaster by the County/State or Federal entity, Contractor shall service the County during such an emergency under the same terms and conditions that apply during regular standard non-emergency/disaster conditions. An emergency fee shall be billed at the rate set forth in Attachment B-Fees and Compensation. This Contract may be subject to unusual usage.
- Emergency Events or Declared Disasters may be rare occurrences. Please refer to provision 21 for further information.

5. **SPILLAGE REQUIREMENT:**

- 5.1. County requires “zero leakage” standard for fuel transfer operations.
- 5.2. Contractor shall provide necessary equipment and proper training of delivery personnel to prevent spillage or minimize the chance of spillage during connection and disconnection of hoses and during the transfer of fuel to County tanks. Contractor will ensure that all equipment, tools and procedures used are in compliance with all applicable regulations governing such operations and specifications of this Contract.
- 5.3. In the event of leakage or spillage, Contractor shall be responsible to perform immediate containment, clean up, disposal and restoration activities as necessary in accordance with applicable State of California laws and regulations and subject to the County’s satisfaction, at no extra cost to County. **All materials associated with such clean up shall be removed by the Contractor, at no additional cost to County.**

6. **REPAIRS ON COUNTY OWNED TANKS:**

- 6.1. County owned tanks may require repair services occasionally. Contractor shall service County owned tanks only at County’s request at the rates set forth in Attachment B. All repairs must be authorized and approved in writing by County staff.
- 6.2. Contractor shall perform all repairs during normal business hours Monday thru Friday, unless other arrangements are made and approved by County staff. Repairs after hours, weekends and holidays, are not authorized unless a written authorization is received from County staff at the rates set forth in Attachment B.
- 6.3. Contractor repair services shall meet or exceed all Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT), Air Resources Board (ARB) and/or any other California regulations/standards.
- 6.4. Contractor hourly rate shall include all costs for labor, tools, equipment, transportation, overhead, profit, travel time, (excluding materials) and all other costs related to providing the services described in the scope of work; Hourly service rates shall be prorated and billed to the nearest hour, no minimum.
- 6.5. Contractor shall provide a quote for any repair services to equipment, as per the rate set forth in Attachment B. The quote process shall be as follows:
 - 6.5.1. Quotes for repair services must be provided to each County Project Manager and shall be specific to the repairs requested. Quote request must be provided within two (2) business days.
 - 6.5.2. Invoices shall be submitted for reimbursement, plus material mark-up.
 - 6.5.3. Agencies/Departments are not required to post quotes on BidSync or other online bidding systems.
 - 6.5.4. Agencies/Departments shall request quotes via e-mail and Contractor shall provide a breakdown of time and materials for each project as per the rates set forth in Attachment B.
 - 6.5.5. Quotes shall be coordinated and approved by each individual department. No further approval from CPO is required. All Agencies/Departments shall follow County Procurement Guidelines.

7. **COUNTY RESPONSIBILITIES:**

- 7.1. County agencies/departments shall provide Contractor a Facilities Fuel Log that will include, but not limited to, the following information:

- 7.1.1. Agency/ Department Name
- 7.1.2. Agency /Department Location
- 7.1.3. Agency Contact's Name & Number
- 7.1.4. Number of fuel tanks; capacity/sizes; unit of measure & fuel site/delivery location, delivery date, amount delivered, and amount left in tank.
- 7.2. County Agency/Departments are required to track all deliveries on the Facilities Fuel Log and maintain logs throughout the term of the Contract.
- 7.3. County shall appoint a County Project Manager for each department project to serve as the point of contact.
- 7.4. County Project Manager shall ensure Contractor has necessary access to service locations and facilities.
- 7.5. County Agencies/Departments shall be responsible to create their own subordinates against this RCA and for amending their subordinate Contracts as facilities may be added or deleted and service hours may be increased or decreased at a given location at any time during the term of the Contract.
- 7.6. Regarding delivery, each Subordinate Contract against this RCA will list each Agency's project manager, delivery and billing addresses directly with the Contractor.
- 7.7. County agencies/departments shall be responsible to keep a fuel record log that always tracks fuel tanks.
- 7.8. The County reserves the right to obtain competitive bids on any material or service and to utilize the data provided under this Contract relative to necessary materials and services.
- 7.9. County shall be responsible to upgrade their respective Agency/Departments tanks with a meter reader sensor to be able to sign up for the automatic refill service program.

8. SECURITY REQUIREMENTS

The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractors and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

- A. The Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.
- B. Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.

- C. Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.
- D. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- E. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.
- F. The County, John Wayne Airport, the Probation Department and the Sheriff's Department are not under any obligation to give a reason clearance is denied.
- G. The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) the Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

- 1. Do not give names or addresses to internees.
- 2. Do not receive any names or addresses from internees.
- 3. Do not disclose the identity of any internee to anyone outside the facility.
- 4. Do not give any materials to internees.
- 5. Do not receive any materials from internees (including materials to be passed to another individual or internee).

**Failure to comply with these requirements is a criminal act and can result in prosecution.*

- H. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport".

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

- I. All vehicles parked on-site shall be locked and thoroughly secured at all times.
- J. All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.

ATTACHMENT 2

- K. Personnel shall not smoke or use profanity or other inappropriate language while on-site.
- L. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- M. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
- N. Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

ATTACHMENT B COMPENSATION AND FEES

- I. COMPENSATION:** Price is based on the price published in OPIS (Oil Price Information Services) for unbranded fuel under PADD 5 (Petroleum Administration for Defense District) Los Angeles Regional Rack Price Report for the type/grade of fuel requested as provided in this Contract. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.
- II. FEES:** Prices shall “not” include Federal and California fuel surcharges, Federal and State excise Tax and California State Sales Tax or any tax imposed by any regulatory agency. However, all other fees/charges shall be inclusive in the “Adjustment +/- Differential”
- III. Fuel Prices and Other Fees:** The prices under “adjustment +/- differential” shall be inclusive of all freight/unloading/handling and delivery charges to all County locations or participating government entity locations, excluding all applicable Federal, State, Local and/or other applicable taxes.

The adjustment +/- differential (difference between the price and the daily OPIS price Los Angeles Rack Price without CAR cost reported by OPIS for Unbranded Fuel) shall remain firm for the entire term of the Contract.

Item	Delivery Size Up to 1,999 Gallons	UNLEADED REGULAR GASOLINE MINIMUM OCTANE RATING 87	UNLEADED PLUS GASOLINE MINIMUM OCTANE RATING 89	UNLEADED PREMIUM GASOLINE MINIMUM OCTANE RATING 91
1	Adjustment +/- differential	0.0625	0.0089	-0.0638

Item	Delivery Size 2,000-3,999 Gallons	UNLEADED REGULAR GASOLINE MINIMUM OCTANE RATING 87	UNLEADED PLUS GASOLINE MINIMUM OCTANE RATING 89	UNLEADED PREMIUM GASOLINE MINIMUM OCTANE RATING 91
2	Adjustment +/- differential	-0.1507	-0.0342	-0.1145

Item	Delivery Size 4,000-8,500 Gallons	UNLEADED REGULAR GASOLINE MINIMUM OCTANE RATING 87	UNLEADED PLUS GASOLINE MINIMUM OCTANE RATING 89	UNLEADED PREMIUM GASOLINE MINIMUM OCTANE RATING 91
3	Adjustment +/- differential	-0.1078	-0.0496	-0.1299

Item	Delivery Size 8,501+ Gallons	UNLEADED REGULAR GASOLINE MINIMUM OCTANE RATING 87	UNLEADED PLUS GASOLINE MINIMUM OCTANE RATING 89	UNLEADED PREMIUM GASOLINE MINIMUM OCTANE RATING 91
4	Adjustment +/- differential	-0.1165	-0.0723	-0.1525

ITEM NO	ADDITIONAL FEES/CHARGES	PRICE
5	Urgent Delivery Fee – Fixed fee per Delivery	\$ 150.00
6	Emergency Declared Event Fee – Fixed fee per Delivery	\$ 350.00
7	Hourly Service Repair - Regular Business Hours 8:00AM to 5:00PM - PT	\$ 125.00
8	Hourly Service Repair - After Hours 5:01PM to 7:59AM - PT	\$ 225.00
9	Hourly Service Repair - After Hours 5:01PM to 7:59AM - PT	\$ 225.00
10	Hourly Service Repair - Weekends	\$ 250.00

* Service rates herein shall include all costs for labor, tools, equipment, transportation, overhead, profit, travel time, and all other costs related to providing the services described in the scope of work. Hourly service rates shall be prorated and billed to the nearest ¼ hour; no minimum requirement is allowed.

IV. ADDITIONAL MATERIALS/PARTS /PRODUCTS

Additional Materials/Parts/Products (i.e. valves, gages, etc.) cost will be reimbursed on the basis of actual invoice cost to the Contractor plus the percentage mark-up. A copy of the actual material purchase invoice for all items shall be included as an attachment with each invoice submitted to County.

Item No	Item Description	Percentage (%)
11	Materials/Parts/Products - <i>Percentage Mark Up</i>	5%

V. OPIS REPORT INSTRUCTIONS:

Contractor shall submit a legible copy of the price published in OPIS (Oil Price Information Services) - Los Angeles Unbranded Rack Price without CAR Cost report. Please highlight the unbranded rack average price on the OPIS Report.

VI. INVOICE/PAYMENT INSTRUCTIONS:

A. **Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Invoices must be submitted to address indicated on the Subordinate Contract created by the individual Agency/Department. The invoice must have a unique number and must include the following information:

- a) Contractor's name and address
- b) Contractor's remittance address
- c) Contractor's Federal Tax I.D. Number
- d) Name of County Agency/Department serviced
- e) Service address
- f) Contract Number (MA)
- g) Date of services rendered
- h) Service description
- i) Fuel charges
- j) Additional Fee charges
- k) Sales Tax, if applicable
- l) Total

Invoices shall cover services not previously invoiced and submitted coincidentally with Contractor's payroll period. Payments made by the County shall not preclude the right of

County from thereafter disputing any items or services involved or billed under the Subordinate Contracts and shall not be construed as acceptance of any part of the services.

- B. **Payment Process:** For purposes of payment processing, invoiced prices are to be the daily unbranded “average” price published in the OPIS PAD District 5 Report for the Los Angeles, California Area +/- Contractor’s quoted adjustment/differential. All invoices must show the Contract pricing formula:

OPIS PAD District 5 Los Angeles Regional Rack Price +/- Adjustment/Differential =
Total Price per Gallon.

- C. Contractor is also required to attach a copy of the OPIS Report in each fuel invoice for the County to verify legitimacy of the per gallon price on the fueling date.

- D. Contractor shall send invoices according to respective Department instructions

- VII. PAYMENT TERMS:** Invoices are to be submitted to the user department to the ship-to address, unless otherwise directed in each respective Subordinate Contract. Vendor shall reference Contract number on invoice. Payment will be made after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

- VIII. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

- IX. CONTRACTOR’S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

- X. TAXPAYER ID NUMBER:** Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

- XI. ELECTRONIC FUNDS TRANSFER (EFT):** County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County via an EFT Authorization Form. To request an EFT form, please contact County of Orange, Auditor-Controller-Compliance Vendor Administration via e-mail at Admin.Vendor@ac.ocgov.com



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-742

Meeting Date: 6/21/2022

TITLE:

ACCEPTANCE OF THE FAIRVIEW ROAD HIGHWAY SAFETY IMPROVEMENT PROJECT, FEDERAL PROJECT NO. HSIPL-5312(102), CITY PROJECT NO. 19-10

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work performed by Hardy & Harper, Inc., for the Fairview Road Highway Safety Improvement Project, Federal Project No. HSIPL-5312(102), City Project No. 19-10, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond, if appropriate, at the conclusion of the one-year warranty period.

BACKGROUND:

On September 15, 2020, a construction contract in the amount of \$1,230,000 was awarded to Hardy & Harper, Inc. for the Fairview Road Highway Safety Improvement Project, Federal Project No. HSIPL-5312(102), City Project No. 19-10. This Highway Safety Improvement Project (HSIP), partially funded by federal funds, seeks to improve traffic and pedestrian safety, and the project scope consists of parkway maintenance, street rehabilitation, and traffic improvements along Fairview Road between Adams Avenue to Baker Street.

These improvements included the following:

- Installation of a new traffic signal and pedestrian crossing at Village Way along Fairview Road.
- Installation of a median island along 1175 Fairview Road, near Baker Street at the Stater Bros. driveway, to prevent left-turns exiting the retail center.
- Parkway maintenance that reconstructed concrete curb and gutter, sidewalks, accessible curb ramps, and new sidewalks.
- Street rehabilitation that removed and reconstructed damaged pavement sections.

- Bicycle facilities consistent with the City's Active Transportation Plan (ATP) to facilitate the efficient movement of both bicycle and pedestrian traffic.
- Green conflict zones, and improved markings and striping.

ANALYSIS:

The work required by the contract documents was completed on May 2, 2022 to the satisfaction of the City Engineer. The final construction amount is \$1,177,847.10. A report of the final costs is included as Attachment 1.

A summary of the costs is as follows:

Original Contract Amount:	\$1,230,000.00
Final Quantity and Unit Cost Adjustment:	(\$ 52,152.90)
Final Contract Cost:	\$1,177,847.10

The final contract price reflects a 4.2% decrease to the original contract as a result of final quantity adjustments.

As of this date, there are no Stop Notices filed against the monies due to Hardy & Harper, Inc.



Green Conflict Zone



Crosswalk at Village Way

ALTERNATIVES:

This item is administrative in nature and there are no alternatives to be considered.

FISCAL REVIEW:

The project was completed utilizing the Federal Grant Fund, Gas Tax Fund and the Capital Improvement Fund. The remaining balance of \$52,152.90 will be returned to Gas Tax Fund balance.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This project supports the following City Council Goal:

- Strengthen the public's safety and improve the quality of life.

CONCLUSION:

Staff recommends the City Council:

1. Accept the work performed by Hardy & Harper, Inc., for the Fairview Road Highway Safety Improvement Project, Federal Project No. HSIPL-5312(102), City Project No. 19-10, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond, if appropriate, at the conclusion of the one-year warranty period.

ATTACHMENT 1

CITY OF COSTA MESA

ACCOUNT
SUMMARY

HARDY & HARPER, INC.
32 RANCHO CIRCLE, LAKE FOREST, CA 92630

PROJECT:

Fairview Rd. HSIP Improvement Project
CITY PROJECT 19-10 [FEDERAL HSIPL-5312(102)]

BASE BID SCHEDULE

ITEM NO	BID QUANTITY		DESCRIPTION	UNIT PRICE	PREVIOUS QUANTITY		QUANTITY THIS ESTIMATE		TOTAL QUANTITY TO DATE		PREVIOUS AMOUNT	AMOUNT THIS EST	TOTAL TO DATE	CONTRACT PRICE
PART A - ITEMS PARTICIPATING FOR FEDERAL REIMBURSEMENT														
1	1	LS	Mobilization	\$46,198.00	95.00	LS	5.00	%	100.00	%	\$43,888.10	\$2,309.90	\$46,198.00	\$46,198.00
2	1	LS	Traffic Control	\$30,000.00	95.00	%	5.00	%	100.00	%	\$28,500.00	\$1,500.00	\$30,000.00	\$30,000.00
3	1	LS	Clearing and Grubbing	\$10,000.00	95.00	%	5.00	%	100.00	%	\$9,500.00	\$500.00	\$10,000.00	\$10,000.00
4	1	EA	Remove Tree	\$2,500.00	1.0	EA	0.00	EA	1.00	EA	\$2,500.00	\$0.00	\$2,500.00	\$2,500.00
5	1,400	LF	Remove PCC Curb	\$15.00	1311.0	LF	0.00	LF	1,311.00	LF	\$19,665.00	\$0.00	\$19,665.00	\$21,000.00
6	265	LF	Remove PCC Curb and Gutter	\$20.00	265.0	LF	0.00	LF	265.00	LF	\$5,300.00	\$0.00	\$5,300.00	\$5,300.00
7	1,750	SF	Remove PCC Sidewalk	\$4.00	1750.0	SF	0.00	SF	1,750.00	SF	\$7,000.00	\$0.00	\$7,000.00	\$7,000.00
8	395	SF	Remove PCC Driveway	\$6.00	395.0	SF	0.00	SF	395.00	SF	\$2,370.00	\$0.00	\$2,370.00	\$2,370.00
9	2,600	SF	Remove PCC Median Hardscape	\$4.00	2567.0	SF	0.00	SF	2,567.00	SF	\$10,268.00	\$0.00	\$10,268.00	\$10,400.00
10	2	EA	Remove Existing Parkway Drain	\$800.00	2.0	EA	0.00	EA	2.00	EA	\$1,600.00	\$0.00	\$1,600.00	\$1,600.00
11	0	N/A	(Moved to Non-Participating Items)	\$0.00	0	N/A	0.00	N/A	0.00	N/A	\$0.00	\$0.00	\$0.00	\$0.00
12	620	CY	Unclassified Excavation	\$160.00	440.84	CY	0.00	CY	440.84	CY	\$70,534.40	\$0.00	\$70,534.40	\$99,200.00
13	25,400	SF	Cold Mill Existing Pavement 0.20' in Depth	\$0.33	25400.0	SF	0.00	SF	25,400.00	SF	\$8,382.00	\$0.00	\$8,382.00	\$8,382.00
14	500	TON	Construct Asphalt Rubber Hot Mix	\$92.00	500	TON	0.00	TON	500.00	TON	\$46,000.00	\$0.00	\$46,000.00	\$46,000.00
15	580	TON	Construct Hot Mix Asphalt	\$130.00	385.65	TON	0.00	TON	385.65	TON	\$50,134.50	\$0.00	\$50,134.50	\$75,400.00
16	25	LF	Construct 6-inch PCC Curb over 6-Inch Crushed Miscellaneous Base	\$28.00	0.0	LF	0.00	LF	0.00	LF	\$0.00	\$0.00	\$0.00	\$700.00
17	1,450	LF	Construct 8-inch PCC Curb over 6-Inch Crushed Miscellaneous Base	\$28.00	1342.0	LF	0.00	LF	1,342.00	LF	\$37,576.00	\$0.00	\$37,576.00	\$40,600.00
18	20	LF	Construct Transition PCC Curb (6-Inch to Existing) over 6-Inch Crushed Miscellaneous Base	\$28.00	22.0	LF	0.00	LF	22.00	LF	\$616.00	\$0.00	\$616.00	\$560.00
19	255	LF	Construct 8-inch PCC Curb and Gutter over 6-Inch Crushed Miscellaneous Base	\$50.00	255.0	LF	0.00	LF	255.00	LF	\$12,750.00	\$0.00	\$12,750.00	\$12,750.00
20	15	LF	Construct Transition PCC Curb (8-Inch to Existing) over 6-Inch Crushed Miscellaneous Base	\$50.00	0.0	LF	0.00	LF	0.00	LF	\$0.00	\$0.00	\$0.00	\$750.00
21	7	EA	Construct Solid PCC Median Nose	\$500.00	7.0	EA	0.00	EA	7.00	EA	\$3,500.00	\$0.00	\$3,500.00	\$3,500.00
22	40	LF	Construct Variable Height Retaining Curb (6-Inch Wide)	\$50.00	39	LF	0.00	LF	39.00	LF	\$1,950.00	\$0.00	\$1,950.00	\$2,000.00
23	2,460	SF	Construct 4-Inch PCC over 4-Inch CMB Sidewalk	\$12.00	2460.0	SF	0.00	SF	2,460.00	SF	\$29,520.00	\$0.00	\$29,520.00	\$29,520.00
24	840	SF	Construct Decorative Median Pavement	\$14.00	856.7	SF	0.00	SF	856.65	SF	\$11,993.10	\$0.00	\$11,993.10	\$11,760.00

ATTACHMENT 1

CITY OF COSTA MESA

ACCOUNT SUMMARY
HARDY & HARPER, INC.
32 RANCHO CIRCLE, LAKE FOREST, CA 92630

PROJECT: Fairview Rd. HSIP Improvement Project
CITY PROJECT 19-10 [FEDERAL HSIPL-5312(102)]

BASE BID SCHEDULE

ITEM NO	BID QUANTITY		DESCRIPTION	UNIT PRICE	PREVIOUS QUANTITY	QUANTITY THIS ESTIMATE	TOTAL QUANTITY TO DATE	PREVIOUS AMOUNT	AMOUNT THIS EST	TOTAL TO DATE	CONTRACT PRICE
PART A - ITEMS PARTICIPATING FOR FEDERAL REIMBURSEMENT											
25	870	SF	Construct 6-Inch PCC over 6-Inch CMB Commercial Driveway	\$20.00	805.0 SF	0.00 SF	805.00 SF	\$16,100.00	\$0.00	\$16,100.00	\$17,400.00
26	530	SF	Construct 4-Inch PCC Curb Ramp and Median Passageway with Retaining Curbs and Detectable Warning Surface (Construction Notes 11 and 13)	\$27.00	698.5 SF	0.00 SF	698.50 SF	\$18,859.50	\$0.00	\$18,859.50	\$14,310.00
27	1	EA	Construct Parkway Drain No. 1	\$1,600.00	1.0 EA	0.00 EA	1.00 EA	\$1,600.00	\$0.00	\$1,600.00	\$1,600.00
28	1	EA	Construct Parkway Drain No. 2 and Connect to Catch Basin	\$4,800.00	1.0 EA	0.00 EA	1.00 EA	\$4,800.00	\$0.00	\$4,800.00	\$4,800.00
29	1	EA	Construct Local Depression	\$2,000.00	1.0 EA	0.00 EA	1.00 EA	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00
30	0	N/A	(Moved to Non-Participating Items)	\$0.00	0.0 N/A	0.00 N/A	0.00 N/A	\$0.00	\$0.00	\$0.00	\$0.00
31	2	EA	Root Prune Existing Tree and Install Root Barrier	\$700.00	0.0 EA	0.00 EA	0.00 EA	\$0.00	\$0.00	\$0.00	\$1,400.00
32	1	LS	Landscaping and Irrigation Improvements	\$25,000.00	100.0 %	0.00 %	100.00 %	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00
33	1	LS	Signing and Striping (Including Traffic Rated Pull Box, and Advanced Loops for Fairview Rd. / Adams Ave. and Fairview Rd. / Baker St.)	\$41,000.00	85.00 %	15.00 %	100.00 %	\$34,850.00	\$6,150.00	\$41,000.00	\$41,000.00
34	1	LS	Traffic Signal Installation	\$265,000.00	96.00 %	4.00 %	100.00 %	\$253,399.91	\$11,600.09	\$265,000.00	\$265,000.00
PART A - ITEMS PARTICIPATING FOR FEDERAL REIMBURSEMENT SUB-TOTAL:								\$760,156.51	\$22,059.99	\$782,216.50	\$840,000.00

ATTACHMENT 1

CITY OF COSTA MESA

ACCOUNT
SUMMARY

HARDY & HARPER, INC.
32 RANCHO CIRCLE, LAKE FOREST, CA 92630

PROJECT:

Fairview Rd. HSIP Improvement Project
CITY PROJECT 19-10 [FEDERAL HSIPL-5312(102)]

BASE BID SCHEDULE

ITEM NO	BID QUANTITY		DESCRIPTION	UNIT PRICE	PREVIOUS QUANTITY	QUANTITY THIS ESTIMATE	TOTAL QUANTITY TO DATE	PREVIOUS AMOUNT	AMOUNT THIS EST	TOTAL TO DATE	CONTRACT PRICE
PART B - ITEMS NON-PARTICIPATING FOR FEDERAL REIMBURSEMENT											
11	1	LS	Remove Catch Basin and Interfering Portions of RCP	\$4,125.00	100.0 %	%	100.00 %	\$4,125.00	\$0.00	\$4,125.00	\$4,125.00
30	1	LS	Construct Catch Basin (W=7') with Trash Enclosure	\$5,500.00	100.0 %	%	100.00 %	\$5,500.00	\$0.00	\$5,500.00	\$5,500.00
35	15	LF	Remove PCC Curb	\$15.00	0.0 LF	LF	0.00 LF	\$0.00	\$0.00	\$0.00	\$225.00
36	265	LF	Remove PCC Curb and Gutter	\$20.00	259.0 LF	LF	259.00 LF	\$5,180.00	\$0.00	\$5,180.00	\$5,300.00
37	2,140	SF	Remove PCC Sidewalk	\$4.00	2691.0 SF	SF	2,691.00 SF	\$10,764.00	\$0.00	\$10,764.00	\$8,560.00
38	145	SF	Remove PCC Driveway	\$6.00	235.0 SF	SF	235.00 SF	\$1,410.00	\$0.00	\$1,410.00	\$870.00
39	25	CY	Unclassified Excavation	\$160.00	0.0 CY	CY	0.00 CY	\$0.00	\$0.00	\$0.00	\$4,000.00
40	160,000	SF	Cold Mill Existing Pavement 0.20' in Depth	\$0.33	121635.5 SF	SF	121,635.50 SF	\$40,139.72	\$0.00	\$40,139.72	\$52,800.00
41	2,000	TON	Construct Asphalt Rubber Hot Mix	\$92.00	1385.3 TON	TON	1,385.31 TON	\$127,448.52	\$0.00	\$127,448.52	\$184,000.00
42	45	TON	Construct Hot Mix Asphalt	\$130.00	0.0 TON	TON	0.00 TON	\$0.00	\$0.00	\$0.00	\$5,850.00
43	265	LF	Construct 8-inch PCC Curb and Gutter over 6-Inch Crushed Miscellaneous Base	\$50.00	265.0 LF	LF	265.00 LF	\$13,250.00	\$0.00	\$13,250.00	\$13,250.00
44	15	LF	Construct Variable Height Retaining Curb (1-Foot Wide)	\$50.00	0.0 LF	LF	0.00 LF	\$0.00	\$0.00	\$0.00	\$750.00
45	2,110	SF	Construct 4-Inch PCC over 4-Inch CMB Sidewalk	\$12.00	1676.0 SF	SF	1,676.00 SF	\$20,112.00	\$0.00	\$20,112.00	\$25,320.00
46	175	SF	Construct 6-Inch PCC over 6-Inch CMB Residential Driveway	\$20.00	170.0 SF	SF	170.00 SF	\$3,400.00	\$0.00	\$3,400.00	\$3,500.00
47	15	EA	Install Surface Mounted Detectable Warning Surface	\$700.00	15.0 EA	EA	15.00 EA	\$10,500.00	\$0.00	\$10,500.00	\$10,500.00
48	2	EA	Adjust Existing Water Valve to Grade	\$950.00	2.0 EA	EA	2.00 EA	\$1,900.00	\$0.00	\$1,900.00	\$1,900.00
49	1	EA	Adjust Existing Water Meter to Grade	\$800.00	1.0 EA	EA	1.00 EA	\$800.00	\$0.00	\$800.00	\$800.00
50	1	EA	Remove and Salvage Existing Fire Hydrant, and Install New Fire Hydrant	\$12,500.00	1.0 EA	EA	1.00 EA	\$12,500.00	\$0.00	\$12,500.00	\$12,500.00
51	8	EA	Root Prune Existing Tree and Install Root Barrier	\$700.00	0.0 EA	EA	0.00 EA	\$0.00	\$0.00	\$0.00	\$5,600.00
52	115	CY	Construct Class A Topsoil	\$85.00	40.0 CY	CY	40.00 CY	\$3,400.00	\$0.00	\$3,400.00	\$9,775.00
53	19	EA	Adjust Manhole to Grade (per City of Costa Mesa Plan Sheets)	\$1,025.00	6.0 EA	EA	6.00 EA	\$6,150.00	\$0.00	\$6,150.00	\$19,475.00
54	14	EA	Adjust Valve to Grade (per City of Cost Mesa Plan Sheets)	\$950.00	21.0 EA	EA	21.00 EA	\$19,950.00	\$0.00	\$19,950.00	\$13,300.00
55	3	EA	Reset Survey Monument	\$700.00	0.0 EA	1.00 EA	1.00 EA	\$0.00	\$700.00	\$700.00	\$2,100.00
PART B - ITEMS NON-PARTICIPATING FOR FEDERAL REIMBURSEMENT SUB-TOTAL:								\$286,529.24	\$700.00	\$287,229.24	\$390,000.00

ATTACHMENT 1

CITY OF COSTA MESA

ACCOUNT
SUMMARY

HARDY & HARPER, INC.
32 RANCHO CIRCLE, LAKE FOREST, CA 92630

PROJECT:

Fairview Rd. HSIP Improvement Project
CITY PROJECT 19-10 [FEDERAL HSIPL-5312(102)]

BASE BID SCHEDULE

ITEM NO	BID QUANTITY	DESCRIPTION	UNIT PRICE	PREVIOUS QUANTITY	QUANTITY THIS ESTIMATE	TOTAL QUANTITY TO DATE	PREVIOUS AMOUNT	AMOUNT THIS EST	TOTAL TO DATE	CONTRACT PRICE
PART B - ITEMS NON-PARTICIPATING FOR FEDERAL REIMBURSEMENT										
COR 04	1	LS	Revised Striping Plans Revision 1	\$6,956.25	100.0 %	0.00 %	100.00 %	\$6,956.25	\$0.00	\$6,956.25
COR 05	1	LS	Additional Cost for SCE Plans	\$8,185.95	100.0 %	0.00 %	100.00 %	\$8,185.95	\$0.00	\$8,185.95
COR 06	1	LS	TS Changes at Fairview Rd. & Village Way	\$39,716.30	100.0 %	0.00 %	100.00 %	\$39,716.30	\$0.00	\$39,716.30
COR 07	1	LS	Furnish & Install Shrub	\$3,507.27	100.0 %	0.00 %	100.00 %	\$3,507.25	\$0.00	\$3,507.25
COR 09	1	LS	Revised Striping Plans Revision 2	\$12,757.50	100.0 %	0.00 %	100.00 %	\$12,757.50	\$0.00	\$12,757.50
COR 10	1	LS	Adjust OCSD Manholes	\$38,793.09	100.0 %	0.00 LS	100.00 %	\$38,793.09	\$0.00	\$38,793.09
COR 11	1	LS	Additional Striping	\$4,924.50	0.0 %	100.00 LS	100.00 %	\$0.00	\$4,924.50	\$4,924.50
COR 12	1	LS	Adjust OCSD Manholes Credit	(\$6,439.50)	0.0 %	100.00 LS	100.00 %	\$0.00	(\$6,439.50)	(\$6,439.50)
							\$109,916.34	(\$1,515.00)	\$108,401.36	
PART A+ B+ CHANGE ORDERS TOTAL:							\$1,156,602.09	\$21,244.99	\$1,177,847.10	\$1,230,000.00



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-744

Meeting Date: 6/21/2022

TITLE:

RENEWED MEASURE M (M2) ELIGIBILITY

DEPARTMENT: PUBLIC WORKS DEPARTMENT /TRANSPORTATION
SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the City's Maintenance of Effort (MOE) for Fiscal Year (FY) 2022-23.
2. Approve the M2 Seven-Year Capital Improvement Program (CIP) comprised of the City's Five-Year and future year CIP for FY 2022-23 through FY 2028-29.
3. Adopt Resolution No. 2022-xx, for the Update of the Pavement Management Plan.
4. Authorize staff to submit documents to meet M2 Eligibility requirements.

BACKGROUND:

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

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

All Orange County cities are eligible for Fair Share funding, based on population, number of existing Master Plan of Arterial Highways centerline miles, and taxable sales. For FY 2022-23, Costa Mesa is estimated to receive approximately \$2.9 million in Fair Share funds once OCTA eligibility

requirements are met. Fulfilling these requirements will also allow the City to qualify for competitive funding allocations.

ANALYSIS:

Every year, the OCTA determines if a local jurisdiction is eligible to receive Renewed Measure M Fair Share funding. To qualify for funding through the OCTA, the City must submit the following eligibility requirements established for FY 2022-23, prior to the submittal deadline of June 30, 2022.

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

In the two previous years due to the financial impacts from the COVID-19 pandemic, the OCTA allowed modification options for the City's compliance with MOE requirements. For FY 2022-23 and thereafter, the COVID-19 modification is no longer in effect. The City is required to meet the traditional MOE benchmark dollar amount.

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

Pavement Management Program (PMP) - The City must adopt and update the PMP biennially and submit a copy of the PMP with a certification form and a resolution certifying compliance with the County guidelines. The PMP is the City's strategic plan to manage the preservation, rehabilitation, and maintenance of paved roads by analyzing pavement life cycles, assessing overall system performance costs, and determining alternative strategies and costs necessary to improve paved roads. The updated PMP is available for review on the City's website and can be accessed by the following link: [FINAL REPORT \(costamesaca.gov\)](https://www.costamesaca.gov/home/showpublisheddocument/51368)
<<https://www.costamesaca.gov/home/showpublisheddocument/51368>>

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

With the approval and submittal of the above-listed documents to the OCTA, the City meets the eligibility requirements for Measure M2 Fairshare funding, estimated at approximately \$2.9 million, from the County's Renewed Measure M one-half percent sales tax initiative for Fiscal Year 2022-23. Elimination of any projects from the M2 Seven-Year CIP may jeopardize possible future grant funding for that particular project, should grant funding become available. Staff requests City Council

approval of the recommended actions.

ALTERNATIVES:

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

FISCAL REVIEW:

The Finance Department has reviewed and signed the Maintenance of Effort (MOE) form certifying that the City has budgeted and will meet the MOE minimum level of funding requirement for FY 2022-23.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report and the resolution for the Pavement Management Plan and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council goals:

- Achieve long-term fiscal sustainability
- Strengthen public safety and keep the community safe

CONCLUSION:

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



APPENDIX I

Maintenance of Effort (MOE) Certification Form

Jurisdiction: City of Costa Mesa

Type of GENERAL FUND Transportation Expenditures:

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

MAINTENANCE	Total Expenditure
Program Parkway & Median Maintenance	\$ 1,497,818
Program 20120 Street Cleaning	\$ 1,089,715
Program 30111 Street Maintenance	\$ 771,561
Program 30121 Storm Drain Maintenance	\$ 409,481
Program 30241 Traffic Operations	\$ 2,008,543
Program 30243 Signs & Markings	\$ 714,456
Program 50920 Equipment Maintenance	\$ 193,820
Subtotal Maintenance	\$ 6,685,394

CONSTRUCTION	Total Expenditure
Program 30112 Street Improvements	\$ 1,520,761
Program 30122 Storm Drain Improvements	\$ 144,127
Program Parkway & Median Improvement Program	\$ 100,000
Program 30225 Active Transportation Improvements	\$ 1,607,540
Program 30241 Traffic Operations	\$ 75,000
Subtotal Construction	\$ 3,447,428

INDIRECT/OTHER	Total Expenditure
Program 30210 Traffic Planning	\$ 482,100
Program 50001 Dept. Administrative Program	\$ 379,857
Program 50002 Construction Management	\$ 473,917
Program 20510 Water Quality	\$ 13,180
Subtotal Indirect/Other	\$ 1,349,054
Total General Fund Transportation Expenditures	\$ 11,481,877
(Less Total MOE Exclusions ¹)	\$ -
MOE Expenditures	\$ 11,481,877
MOE Benchmark Requirement²	\$ 8,607,340
(Shortfall)/Surplus	\$ 2,874,537

Certification:

I hereby certify that:

- ☐ The City/County of Costa Mesa is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for Measure M2 Eligibility purposes and;
- ☐ The City/County of Costa Mesa's MOE Certification Form is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties" and;

Choose one of the following:

- ☐ The City/County of Costa Mesa certifies that the budgeted MOE expenditures meet the fiscal year (FY) FY 2022-23 MOE benchmark requirement.


 Finance Director Signature

Carol Molina

Finance Director (Print Name)

June 14, 2022
 Date

¹ Funding sources include Measure M, federal, state, redevelopment, and bond financing.

² Please refer to Exhibit 2 in the M2 Eligibility Guidelines for the City's MOE benchmark requirement.

Orange County Transportation Authority
FY 2022/23 - FY 2028/29 Capital Improvement Program

ATTACHMENT 2

TIP ID CP-10467		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		17th St. Rehabilitation						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on 17th St. from Irvine Avenue to Westerly City Limits. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.						
Limits								
Irvine Avenue to Westerly City Limits								
Project Notes								
Unfunded: Measure M Turnback, Gas Tax								

TIP ID		CP-10469		IMPLEMENTING AGENCY					Costa Mesa, City of
Local Project Number: N/A		Project Title							
Additional Project IDs:		18th St. Street Rehabilitation							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on 18th St. from Irvine Avenue to Westerly City Limits. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.							
Limits									
Newport Blvd. to Westerly City Limits									
Project Notes									
Unfunded: Measure M Turnback, Gas Tax									

TIP ID		CP-10471							IMPLEMENTING AGENCY		Costa Mesa, City of	
Local Project Number: N/A		Project Title										
Additional Project IDs:		19th St. Street Rehabilitation										
Type of Work: Road Maintenance		Project Description										
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on 19th St. from Irvine Ave. to westerly city limits. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits										
Limits		FISCAL YEAR										
Irvine Ave. to W'ly City Limits		FUND TYPE										
Project Notes		ENG										
Unfunded: Measure M Turnback, Gas Tax		ROW										
		CON/IMP										
		O&M										
		TOTAL										
		TOTAL ESCALATED										
		2025										
		Unfunded/Unknown										
		\$140,000										
		\$0										
		\$1,260,000										
		\$0										
		\$1,400,000										
		\$1,516,836										
		Totals: \$140,000										
		\$0										
		\$1,260,000										
		\$0										
		\$1,400,000										
		\$1,516,836										
Last Revised: 22-00 - In Progress												
Total Programmed: \$1,400,000												

TIP ID		CP-10472							IMPLEMENTING AGENCY		Costa Mesa, City of	
Local Project Number: N/A		Project Title										
Additional Project IDs:		22nd St. Street Rehabilitation										
Type of Work: Road Maintenance		Project Description										
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on 22nd St. from Newport Blvd. to Santa Ana Ave. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits										
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED										
Newport Blvd. to Santa Ana Ave		2027 Unfunded/Unknown \$30,000 \$0 \$300,000 \$0 \$330,000 \$377,782										
Project Notes												
Unfunded: Measure M Turnback, Gas Tax												
		Totals: \$30,000 \$0 \$300,000 \$0 \$330,000 \$377,782										
Last Revised: 22-00 - In Progress		Total Programmed: \$330,000										

TIP ID		CP-10475							IMPLEMENTING AGENCY				Costa Mesa, City of	
Local Project Number: N/A		Project Title												
Additional Project IDs:		Adams Ave. Reconstruction												
Type of Work: Road Maintenance		Project Description												
Type of Work Description: Road Maintenance - Reconstruction of roadway		This project consists of total reconstruction of pavement structural section on Adams Ave. from Harbor Blvd. to Santa Ana River. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.												
Limits														
Royal Palm Dr. To Santa Ana River														
Project Notes														
2022/23: RMRA Unfunded: RMRA														

TIP ID		CP-10477							IMPLEMENTING AGENCY			Costa Mesa, City of	
Local Project Number: N/A		Project Title											
Additional Project IDs:		Adams Avenue (Fairview Road to Harbor Boulevard) Bike Facility											
Type of Work: Bikeways		Project Description											
Type of Work Description: Bikeways - New bike route		Construction of bike lanes on Adams Avenue to improve bicycle connectivity											
Limits													
Fairview Rd to Harbor Blvd													
Project Notes													
Unfunded: ATP, BCIP, General Fund													

TIP ID CP-10482		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Adams Avenue Multipurpose Trail						
Type of Work: Bikeways		Project Description						
Type of Work Description: Bikeways - Widening of existing bike route		The project adds a multipurpose trail on Adams Ave. between Santa Ana River and Royal Palm Drive.						
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Adams Ave. between Santa Ana River and Royal Palm Drive	2023	General Fund	\$0	\$0	\$1,250,000	\$0	\$1,250,000	\$1,287,500
Project Notes	2024	Unfunded/Unknown	\$0	\$0	\$1,250,000	\$0	\$1,250,000	\$1,326,125
Unfunded: Caltrans ATP, BCIP, Capital Improvement Funds, City Funds. General Fund: Capital Improvement Fund	2025	Unfunded/Unknown	\$0	\$0	\$2,000,000	\$0	\$2,000,000	\$2,185,454
			Totals:	\$0	\$0	\$4,500,000	\$0	\$4,500,000 \$4,799,079
Last Revised: 22-00 - In Progress								Total Programmed: \$4,500,000

TIP ID CP-10479		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Adams Avenue at Pinecreek Drive Improvements							
Type of Work: Safety		Project Description							
Type of Work Description: Safety - Other		Reconfiguration of the intersection to eliminate eastbound free flow right turn lane, addition of pedestrian crosswalks and bicycle facilities.							
Limits									
Adams Ave. at Pinecreek Dr									
Project Notes									
Measure M2 Fairshare Fund (\$99,664), Traffic Impact Fee (\$100,000), OCC Contribution (\$250,000). BCIP: \$620,336. Carryover for FY22/23. Funds budgeted in prior year(s).									

TIP ID CP-10483		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Anaheim Ave. Street Rehabilitation						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Anaheim Ave. from Superior Ave. to 19th St. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.						
Limits								
Superior Ave. to 19th St.								
Project Notes								
Unfunded: Measure M Turnback, Gas Tax								

TIP ID CP-10485		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Anton Blvd. Street Rehabilitation							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Anton Blvd. from Sakioka Dr. to Sunflower Ave. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Sakioka Dr. to Sunflower Ave		2027	Unfunded/Unknown	\$50,600	\$0	\$455,400	\$0	\$506,000	\$578,533
Project Notes									
Unfunded: Measure M Turnback, Gas Tax									
		Totals: \$50,600 \$0 \$455,400 \$0 \$506,000 \$578,533							
Last Revised: 22-00 - In Progress		Total Programmed: \$506,000							

TIP ID CP-10487		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Anton Blvd. Street Rehabilitation							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Anton Blvd. from Avenue of the Arts to Bristol St. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits							
Limits									
Avenue of the Arts to Bristol St.									
Project Notes									
Unfunded: Measure M Turnback, Gas Tax									

TIP ID CP-10490		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Baker St. Improvement							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement on Baker St. from Newport Blvd. to Red Hill Ave. Some damaged curb and gutter, sidewalk, access ramps, and driveway will be removed and reconstructed.							
Limits									
Red Hill Ave. to Newport Blvd.									
Project Notes									
Unfunded: M2 Fairshare, Gas Tax									

TIP ID CP-10491		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Baker St. Street Rehabilitation							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Baker St. from Bear St. to Bristol St. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits							
Limits									
Bear St to Bristol St.									
Project Notes									
Unfunded: M2 Fairshare, Gas Tax									

TIP ID		CP-10492		IMPLEMENTING AGENCY						Costa Mesa, City of	
Local Project Number: N/A		Project Title									
Additional Project IDs:		Baker St. Street Rehabilitation									
Type of Work: Road Maintenance		Project Description									
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Baker St. from Bristol St. to Newport Blvd. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.									
Limits											
Bristol St. to Newport Blvd											
Project Notes											
Unfunded: Measure M Turnback, Gas Tax											

TIP ID CP-10493		IMPLEMENTING AGENCY Costa Mesa, City of								
Local Project Number: N/A		Project Title								
Additional Project IDs:		Baker St. Street Rehabilitation								
Type of Work: Road Maintenance		Project Description								
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Baker St. from Bear St. to Harbor Blvd. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Bear St. to Harbor Blvd.		2027	Unfunded/Unknown	\$174,355	\$0	\$1,569,195	\$0	\$1,743,550	\$1,993,482	
Project Notes										
Unfunded: Measure M Turnback, Gas Tax										
				Totals:	\$174,355	\$0	\$1,569,195	\$0	\$1,743,550	\$1,993,482
Last Revised: 22-00 - In Progress										Total Programmed: \$1,743,550

TIP ID		CP-11411		IMPLEMENTING AGENCY					Costa Mesa, City of										
Local Project Number:		Project Title																	
Additional Project IDs:		Baker St/Randolph Ave Intersection Traffic Signal Installation																	
Type of Work:		Traffic Signals		Project Description															
Type of Work Description:		Traffic Signals - Replace and upgrade traffic signals and equipment		This project is to construct a new traffic signal at the intersection of Baker St and Randolph Ave to mitigate current operational issues															
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
Baker St at Randolph Ave		2023		Measure M2 Local Fairshare		\$0		\$0		\$300,000		\$0		\$300,000		\$309,000			
Project Notes																			
Measure M2 Fairshare. Carryover for FY22/23. Funds budgeted in a prior year.																			
						Totals:		\$0		\$0		\$300,000		\$0		\$300,000		\$309,000	
Last Revised: 22-00 - In Progress																	Total Programmed: \$300,000		

TIP ID		CP-11409		IMPLEMENTING AGENCY					Costa Mesa, City of		
Local Project Number:		Project Title									
Additional Project IDs:		Baker-Coolidge Ave Traffic Signal Modification									
Type of Work:		Traffic Signals		Project Description							
Type of Work Description:		Traffic Signals - Replace and upgrade traffic signals and equipment		Modification of traffic signal at Baker St and Coolidge Ave to include PPLT for EB movement.							
Limits		FISCAL YEAR		FUND TYPE		ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Baker St. and Coolidge Ave.		2025		Unfunded/Unknown		\$0	\$0	\$40,000	\$0	\$40,000	\$43,709
Project Notes											
Unfunded: City Funds											
						Totals:	\$0	\$0	\$40,000	\$0	\$40,000 \$43,709
Last Revised: 22-00 - In Progress										Total Programmed: \$40,000	

TIP ID CP-11410		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: 20-CMSA-TSP-3966		Project Title						
Additional Project IDs:		Baker/Placentia, Victoria, W 19th Traffic Signal Synchronization						
Type of Work: Traffic Signals		Project Description						
Type of Work Description: Traffic Signals - Coordinate signals within project limits		Review and update of traffic signal coordination along Baker St/Placentia Av, Victoria St, and W 19th St which includes 41 signals. Will include signal timing improvements, detection upgrade, GPS EV preemption, CCTV, and controller replacements.						
Limits								
Baker St/Placentia Av, Victoria St and West 19th St								
Project Notes								
In Kind Services - Caltrans								

TIP ID		CP-11800							IMPLEMENTING AGENCY		Costa Mesa, City of	
Local Project Number: 17-CMSA-TSP-3873		Project Title										
Additional Project IDs:		Bear St. Signal Coordination Improvement										
Type of Work: Traffic Signals		Project Description										
Type of Work Description: Traffic Signals - Replace and upgrade traffic signals and equipment		Upgrade signal hardware, communications and coordination between Caltrans and City signals along Bear St. within the project limits. Update Bear St. & Baker St. traffic signal phasing.										
Limits												
Baker St. to Paularino Ave.												
Project Notes												
The project was added to reflect O&M funds carried over from FY21/22 to FY23/23												

TIP ID CP-10501		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Bear St. Street Rehabilitation							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Baker St. from Baker St. to Bristol St. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.							
Limits									
Baker St. to Bristol St.									
Project Notes									
Unfunded: Measure M Turnback, Gas Tax									
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TIP ID CP-10503		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Bear Street Improvement Project							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consist of mill and overlay of the existing roadway along Bear Street from Wakeham to I-405. Some damaged curb/gutter, sidewalk, access ramps, and driveways will be removed and reconstructed within the limits.							
Limits									
Wakeham to I-405									
Project Notes									
Unfunded: Measure M Turnback, Gas Tax									

TIP ID CP-11608		IMPLEMENTING AGENCY Costa Mesa, City of								
Local Project Number:		Project Title								
Additional Project IDs:		Bicycle & Pedestrian Infrastructure Improvements								
Type of Work: Pedestrian		Project Description								
Type of Work Description: Pedestrian - Other		Citywide pedestrian and bicycle projects to implement the Pedestrian Master Plan and Active Transportation Plan								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Citywide		2023	General Fund	\$0	\$0	\$250,000	\$0	\$250,000	\$257,500	
Project Notes		2024	General Fund	\$0	\$0	\$50,000	\$0	\$50,000	\$53,045	
Funds budgeted in prior years.		2025	General Fund	\$0	\$0	\$50,000	\$0	\$50,000	\$54,636	
		2026	General Fund	\$0	\$0	\$50,000	\$0	\$50,000	\$56,275	
		2027	General Fund	\$0	\$0	\$50,000	\$0	\$50,000	\$57,964	
		2028	General Fund	\$0	\$0	\$50,000	\$0	\$50,000	\$59,703	
				Totals:	\$0	\$0	\$500,000	\$0	\$500,000	\$539,123
Last Revised: 22-00 - In Progress		Total Programmed: \$500,000								

TIP ID		CP-10509							IMPLEMENTING AGENCY		Costa Mesa, City of	
Local Project Number: N/A		Project Title										
Additional Project IDs:		Bicycle Rack Improvements Citywide										
Type of Work: Bikeways		Project Description										
Type of Work Description: Bikeways - Benches, fountains, lockers or other amenities for bicycles		Bicycle Racks at various locations Citywide										
Limits												
Citywide												
Project Notes												
Unfunded/Unknown: City General Fund, Traffic Impact Fees												

TIP ID CP-10507		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Bicycle Safety Education at 16 Schools						
Type of Work: Bikeways		Project Description						
Type of Work Description: Bikeways - Other		Bicycle Safety Education at 16 Schools						
Limits		<u>FISCAL YEAR</u> <u>FUND TYPE</u> <u>ENG</u> <u>ROW</u> <u>CON/IMP</u> <u>O&M</u> <u>TOTAL</u> <u>TOTAL ESCALATED</u>						
Citywide		2023 General Fund \$150,000 \$0 \$0 \$0 \$150,000 \$150,000						
Project Notes								
General Fund: Capital Improvement Fund								
		<u>Totals:</u> \$150,000 \$0 \$0 \$0 \$150,000 \$150,000						
Last Revised: 22-00 - In Progress		Total Programmed: \$150,000						

TIP ID CP-10510		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Brentwood Ave. Storm Drain System							
Type of Work: Environmental Cleanup		Project Description							
Type of Work Description: Environmental Cleanup - Other		Eliminate flooding and trap particulate pollutants from entering the storm drain system. Installation of various storm drain pipes ranging from 24" to 105" RCP; Concrete & asphalt improvements; Watershed modeling & recommendations;							
Limits									
Brentwood Ave									
Project Notes									
Unfunded: Drainage Fees/ Measure M2, Environmental Cleanup									
		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
		2028	Unfunded/Unknown	\$70,000	\$0	\$723,040	\$0	\$793,040	\$933,348
		<u>Totals:</u>			\$70,000	\$0	\$723,040	\$0	\$793,040 \$933,348
Last Revised: 22-00 - In Progress		Total Programmed: \$793,040							

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

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

TIP ID CP-10537		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Bristol St. Rehabilitation							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Bristol St. from I-405 to Sunflower Ave. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.							
Limits									
I-405 to Sunflower Ave.									
Project Notes									
Unfunded: Measure M Turnback, Gas Tax									

TIP ID CP-10539		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Bristol Street (Bear St. to Santa Ana Ave.) Bicycle Facility							
Type of Work: Bikeways		Project Description							
Type of Work Description: Bikeways - New bike route		New class IV bicycle facility on Bristol St. between Bear St. and Santa Ana Ave							
Limits									
Bear St. to Santa Ana Ave.									
Project Notes									
Unfunded: ATP, BCIP, General Fund									

TIP ID CP-10541		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Bristol Street / I-405 NB Ramps							
Type of Work: Intersection		Project Description							
Type of Work Description: Intersection - Add right turn lane(s) to intersection		Intersection improvement project to improve traffic operations by adding a westbound right turn lane.							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Bristol Street at i-405 NB Ramps		2028	Unfunded/Unknown	\$0	\$0	\$90,000	\$0	\$90,000	\$107,465
Project Notes									
Unfunded: Measure M2, General Fund									
				Totals:	\$0	\$0	\$90,000	\$0	\$90,000 \$107,465
Last Revised: 22-00 - In Progress								Total Programmed: \$90,000	

TIP ID CP-10543		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Bristol Street / Paularino Avenue (add 2nd westbound left turn lane)							
Type of Work: Intersection		Project Description							
Type of Work Description: Intersection - Add left turn lane(s) to intersection		Intersection improvement project to design and construct a 2nd WB left turn lane to improve traffic operations.							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Bristol Street at Paularino Avenue		2028	Unfunded/Unknown	\$85,000	\$60,000	\$155,210	\$0	\$300,210	\$341,972
Project Notes									
Unfunded: M2, Traffic Impact Fees, General Fund.									
				Totals:	\$85,000	\$60,000	\$155,210	\$0	\$300,210 \$341,972
Last Revised: 22-00 - In Progress								Total Programmed: \$300,210	

TIP ID CP-10550		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Cherry Lake Storm Drain Phase I, II, III							
Type of Work: Environmental Cleanup		Project Description							
Type of Work Description: Environmental Cleanup - Other		Installation of various storm drain pipes ranging from 24" to 105" RCP; Concrete & asphalt improvements; Cherry Lake and Newport watershed modeling & recommendations; Coordination with numerous utility companies, gov't agencies, residents and busines							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Bounded by Westminster Ave, Sherwood Pl, 21st St and Santa Ana Ave		2028	Unfunded/Unknown	\$350,000	\$0	\$2,371,600	\$0	\$2,721,600	\$3,181,814
Project Notes									
Unfunded: Drainage Fees, Unfunded portion TBD									
				Totals:	\$350,000	\$0	\$2,371,600	\$0	\$2,721,600 \$3,181,814
Last Revised: 22-00 - In Progress								Total Programmed: \$2,721,600	

TIP ID CP-10555		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Cherry Lake Storm Drain Phase IV, V							
Type of Work: Environmental Cleanup		Project Description							
Type of Work Description: Environmental Cleanup - Other		Installation of various storm drain pipes ranging from 24" to 105" RCP; Concrete & asphalt improvements; Cherry Lake and Newport watershed modeling & recommendations; Coordination with numerous utility companies, gov't agencies, residents and busines							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Upstream of Cherry Lake		2028	Unfunded/Unknown	\$350,000	\$0	\$1,659,360	\$0	\$2,009,360	\$2,331,363
Project Notes									
Unfunded: Drainage Fees									
				Totals:	\$350,000	\$0	\$1,659,360	\$0	\$2,009,360 \$2,331,363
Last Revised: 22-00 - In Progress								Total Programmed: \$2,009,360	

TIP ID CP-10799		IMPLEMENTING AGENCY Costa Mesa, City of								
Local Project Number: N/A		Project Title								
Additional Project IDs:		Citywide Catch Basin Insert & Water Quality Improvement Project								
Type of Work: Environmental Cleanup		Project Description								
Type of Work Description: Environmental Cleanup - Other		Design, construction and/or installation of Structural Best Management Practices (BMP) required to improve water quality citywide, and meet the National Pollutant Discharge Elimination System (NPDES) permit and County program requirements								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Citywide		2023	General Fund	\$0	\$0	\$30,000	\$0	\$30,000	\$30,900	
Project Notes		2024	General Fund	\$0	\$0	\$30,000	\$0	\$30,000	\$31,827	
		2025	General Fund	\$0	\$0	\$30,000	\$0	\$30,000	\$32,782	
		2026	General Fund	\$0	\$0	\$30,000	\$0	\$30,000	\$33,765	
		2027	General Fund	\$0	\$0	\$30,000	\$0	\$30,000	\$34,778	
				Totals:	\$0	\$0	\$150,000	\$0	\$150,000	\$164,052
Last Revised: 22-00 - In Progress										
Total Programmed: \$150,000										

TIP ID		CP-10673		IMPLEMENTING AGENCY						Costa Mesa, City of	
Local Project Number: N/A				Project Title							
Additional Project IDs:				Citywide Neighborhood Traffic Calming Improvements							
Type of Work: Safety				Project Description							
Type of Work Description: Safety - Traffic calming such as bulbout, chokers, speed hump, etc.				This project includes implementation of neighborhood traffic improvements including signs, speed humps, and landscaping to enhance neighborhoods.							
Limits				FISCAL YEAR							
Citywide				FUND TYPE							
Project Notes				ENG							
General Fund: Capital Improvement Fund, Measure M2, Fairshare				ROW							
				CON/IMP							
				O&M							
				TOTAL							
				TOTAL ESCALATED							
				2023							
				General Fund							
				\$0							
				\$0							
				\$75,000							
				\$0							
				\$75,000							
				\$77,250							
				2024							
				General Fund							
				\$0							
				\$0							
				\$75,000							
				\$0							
				\$75,000							
				\$79,568							
				2025							
				General Fund							
				\$0							
				\$0							
				\$75,000							
				\$0							
				\$75,000							
				\$81,955							
				2026							
				General Fund							
				\$0							
				\$0							
				\$75,000							
				\$0							
				\$75,000							
				\$84,413							
				2027							
				General Fund							
				\$0							
				\$0							
				\$75,000							
				\$0							
				\$75,000							
				\$86,946							
				2028							
				General Fund							
				\$0							
				\$0							
				\$75,000							
				\$0							
				\$75,000							
				\$89,554							
				Totals: \$0							
				\$0							
				\$450,000							
				\$0							
				\$450,000							
				\$499,686							
Last Revised: 22-00 - In Progress											
Total Programmed: \$450,000											

TIP ID CP-11414		IMPLEMENTING AGENCY Costa Mesa, City of																							
Local Project Number:		Project Title																							
Additional Project IDs:		Citywide Parking Study																							
Type of Work: Demand Management		Project Description																							
Type of Work Description: Demand Management - Parking management program for public use		Parking study to identify and recommend solutions to parking impacted neighborhoods. Work includes stakeholder input, parking analysis of existing and future parking conditions, parking strategies and implementation plan.																							
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2023</td><td>General Fund</td><td>\$0</td><td>\$0</td><td>\$135,000</td><td>\$0</td><td>\$135,000</td><td>\$139,050</td></tr></table>								FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2023	General Fund	\$0	\$0	\$135,000	\$0	\$135,000	\$139,050
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																		
2023	General Fund	\$0	\$0	\$135,000	\$0	\$135,000	\$139,050																		
Citywide																									
Project Notes																									
Capital Improvement Fund. Carryover for FY22/23 funds budgeted in the prior year.		<table><tr><td>Totals:</td><td>\$0</td><td>\$0</td><td>\$135,000</td><td>\$0</td><td>\$135,000</td><td>\$139,050</td></tr></table>								Totals:	\$0	\$0	\$135,000	\$0	\$135,000	\$139,050									
Totals:	\$0	\$0	\$135,000	\$0	\$135,000	\$139,050																			
Last Revised: 22-00 - In Progress		Total Programmed: \$135,000																							

Local Project Number: N/A**Additional Project IDs:****Type of Work:** Environmental Cleanup**Type of Work Description:** Environmental Cleanup - Other**Project Title**

Citywide Storm Drain Improvements

Project Description

Eliminate flooding and trap particulate pollutants from entering the storm drain system. Installation of various storm drain pipes ranging from 24" to 105" RCP: concrete and asphalt improvements; watershed modeling and recommendations.

Limits

Citywide

Project Notes

Unfunded: Measure M Turnback, Gas Tax

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

2028

Unfunded/Unknown

\$0

\$0

\$15,000,000

\$0

\$15,000,000

\$17,910,784

Totals: \$0 \$0 \$15,000,000 \$0 \$15,000,000 \$17,910,784

Last Revised: 22-00 - In Progress

Total Programmed: \$15,000,000**Local Project Number:****Additional Project IDs:****Type of Work:** Road Maintenance**Type of Work Description:** Road Maintenance - Reconstruction of roadway**Project Title**

Citywide Street Improvement - Annual Program

Project Description

Project consists of total structural pavement reconstruction of residential and collector streets citywide including damaged curb/gutter. The selection of residential and collector streets for maintenance is determined at the start of each fiscal year.

Limits

Citywide

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

2023

Measure M2 Local Fairshare

\$0

\$0

\$2,500,000

\$0

\$2,500,000

\$2,575,000

2023

General Fund

\$0

\$0

\$1,000,000

\$0

\$1,000,000

\$1,030,000

2023

Gas Tax

\$0

\$0

\$2,000,000

\$0

\$2,000,000

\$2,060,000

2024

Gas Tax

\$0

\$0

\$2,000,000

\$0

\$2,000,000

\$2,121,800

2024

General Fund

\$0

\$0

\$1,000,000

\$0

\$1,000,000

\$1,060,900

2024

Measure M2 Local Fairshare

\$0

\$0

\$2,500,000

\$0

\$2,500,000

\$2,652,250

2025

Gas Tax

\$0

\$0

\$2,000,000

\$0

\$2,000,000

\$2,185,454

2025

Measure M2 Local Fairshare

\$0

\$0

\$2,500,000

\$0

\$2,500,000

\$2,731,818

2025

General Fund

\$0

\$0

\$1,000,000

\$0

\$1,000,000

\$1,092,727

2026

Measure M2 Local Fairshare

\$0

\$0

\$2,750,000

\$0

\$2,750,000

\$3,095,149

2026

Gas Tax

\$0

\$0

\$2,250,000

\$0

\$2,250,000

\$2,532,395

2026

General Fund

\$0

\$0

\$1,000,000

\$0

\$1,000,000

\$1,125,509

2027

Measure M2 Local Fairshare

\$0

\$0

\$3,000,000

\$0

\$3,000,000

\$3,477,822

2027

General Fund

\$0

\$0

\$1,000,000

\$0

\$1,000,000

\$1,159,274

2027

Gas Tax

\$0

\$0

\$2,500,000

\$0

\$2,500,000

\$2,898,185

Totals: \$0 \$0 \$29,000,000 \$0 \$29,000,000 \$31,798,283

Last Revised: 22-00 - In Progress

Total Programmed: \$29,000,000**Local Project Number:** N/A**Additional Project IDs:****Type of Work:** Traffic Signals**Type of Work Description:** Traffic Signals - Replace and upgrade traffic signals and equipment**Project Title**

Citywide Traffic Signal Improvements

Project Description

Citywide traffic signal improvements, replace antiquated cabinets and upgrade other hardware.

Limits

Citywide

Project Notes

Unfunded: Measure M2 TSSP

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

2025

Unfunded/Unknown

\$0

\$0

\$250,000

\$0

\$250,000

\$273,182

2026

Unfunded/Unknown

\$0

\$0

\$250,000

\$0

\$250,000

\$281,377

2027

Unfunded/Unknown

\$0

\$0

\$250,000

\$0

\$250,000

\$289,819

2028

Unfunded/Unknown

\$0

\$0

\$250,000

\$0

\$250,000

\$298,513

Totals: \$0 \$0 \$1,000,000 \$0 \$1,000,000 \$1,142,891

Last Revised: 22-00 - In Progress

Total Programmed: \$1,000,000

TIP ID CP-10571		IMPLEMENTING AGENCY Costa Mesa, City of																																
Local Project Number: N/A		Project Title																																
Additional Project IDs:		Citywide Wayfinding Signage (Street and Bicycle)																																
Type of Work: Safety		Project Description																																
Type of Work Description: Safety - Signage installation and/or replacement		Citywide study to identify, design, and install wayfinding signs throughout the city.																																
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2024</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$0</td><td>\$50,000</td><td>\$0</td><td>\$50,000</td><td>\$53,045</td></tr><tr><td colspan="2"></td><td>Totals:</td><td>\$0</td><td>\$0</td><td>\$50,000</td><td>\$0</td><td>\$50,000</td><td>\$53,045</td></tr></table>								FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2024	Unfunded/Unknown	\$0	\$0	\$50,000	\$0	\$50,000	\$53,045			Totals:	\$0	\$0	\$50,000	\$0	\$50,000	\$53,045
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																											
2024	Unfunded/Unknown	\$0	\$0	\$50,000	\$0	\$50,000	\$53,045																											
		Totals:	\$0	\$0	\$50,000	\$0	\$50,000	\$53,045																										
Citywide																																		
Project Notes																																		
Unfunded/Unknown: Street and Bicycle, Capital Improvements Funds. Partial funds were budgeted in prior years.																																		
Last Revised: 22-00 - In Progress		Total Programmed: \$50,000																																

TIP ID CP-10575		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Class II, III, and IV Bicycle Projects							
Type of Work: Bikeways		Project Description							
Type of Work Description: Bikeways - New bike route		This project implements new Class II, Class III, and Class IV bicycle facilities throughout the City							
Limits									
Citywide									
Project Notes									
Unfunded/Unknown: City Funds. Funds budgeted in prior years.		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
		2023	Traffic Impact Fees	\$0	\$0	\$500,000	\$0	\$500,000	\$515,000
		2024	Unfunded/Unknown	\$0	\$0	\$200,000	\$0	\$200,000	\$212,180
		2025	Unfunded/Unknown	\$0	\$0	\$200,000	\$0	\$200,000	\$218,545
		2026	Unfunded/Unknown	\$0	\$0	\$100,000	\$0	\$100,000	\$112,551
		2027	Unfunded/Unknown	\$0	\$0	\$100,000	\$0	\$100,000	\$115,927
		2028	Unfunded/Unknown	\$0	\$0	\$100,000	\$0	\$100,000	\$119,405

TIP ID		CP-10579								IMPLEMENTING AGENCY		Costa Mesa, City of	
Local Project Number: N/A				Project Title									
Additional Project IDs:				Costa Mesa ITS Improvements									
Type of Work: Traffic Signals				Project Description									
Type of Work Description: Traffic Signals - Interconnect traffic signals to improve coordination and communications				ITS Improvements along major corridors: Bristol, Fairview, Harbor, Adams, Newport and Victoria. Project includes interagency interties and, CCTV camera installations, changeable message signs. Budget is combination of planning and capital equipment.									
Limits													
Citywide													
Project Notes													
Unfunded: Measure M2 TSSP, General Fund.													

TIP ID CP-10581		IMPLEMENTING AGENCY Costa Mesa, City of																															
Local Project Number: N/A		Project Title																															
Additional Project IDs:		Del Mar Ave. Street Rehabilitation																															
Type of Work: Road Maintenance		Project Description																															
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Del Mar Ave. from NB Newport Blvd. to Santa Ana Ave. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.																															
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2026</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$0</td><td>\$100,000</td><td>\$0</td><td>\$100,000</td><td>\$112,551</td></tr><tr><td colspan="2"></td><td>Totals:</td><td>\$0</td><td>\$0</td><td>\$100,000</td><td>\$0</td><td>\$100,000 \$112,551</td></tr></table>								FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2026	Unfunded/Unknown	\$0	\$0	\$100,000	\$0	\$100,000	\$112,551			Totals:	\$0	\$0	\$100,000	\$0	\$100,000 \$112,551
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																										
2026	Unfunded/Unknown	\$0	\$0	\$100,000	\$0	\$100,000	\$112,551																										
		Totals:	\$0	\$0	\$100,000	\$0	\$100,000 \$112,551																										
Project Notes																																	
Unfunded: M2 Fairshare, Gas Tax																																	
Last Revised: 22-00 - In Progress		Total Programmed: \$100,000																															

TIP ID		CP-10590							IMPLEMENTING AGENCY		Costa Mesa, City of	
Local Project Number: N/A				Project Title								
Additional Project IDs:				East 17th St. & Irvine Ave. Intersection Improvement								
Type of Work: Intersection				Project Description								
Type of Work Description: Intersection - Add right turn lane(s) to intersection				Project constructs right-turn lane on the southbound and eastbound directions, right-turn lanes, bus turnouts, street lighting, and streetscape improvements.								
Limits												
East 17th St. & Irvine Ave												
Project Notes												
Unfunded: Measure M2 RCP, Traffic Impact Fee, General Fund.												

TIP ID CP-10593		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number:		Project Title						
Additional Project IDs:		East 17th St. Storm Drain System						
Type of Work: Safety		Project Description						
Type of Work Description: Safety - Improve roadway drainage		Eliminate flooding and trap particulate pollutants from entering the storm drain system. Installation of various storm drain pipes ranging from 24" to 105" RCP; Concrete & asphalt improvements; Watershed modeling & recommendations;						
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED						
Tustin Ave. to Irvine Ave.		2028 Other \$200,000 \$0 \$976,785 \$0 \$1,176,785 \$1,366,332						
Project Notes								
Other: Drainage Fees, Environmental Cleanup								
		Totals: \$200,000 \$0 \$976,785 \$0 \$1,176,785 \$1,366,332						
Last Revised: 22-00 - In Progress		Total Programmed: \$1,176,785						

TIP ID		CP-10595		IMPLEMENTING AGENCY					Costa Mesa, City of
Local Project Number: N/A		Project Title							
Additional Project IDs:		Eastside Traffic Calming (Cabrillo Street, 18th Street, and 22nd Street)							
Type of Work: Safety		Project Description							
Type of Work Description: Safety - Traffic calming such as bulbout, chokers, speed hump, etc.		Design and construction of traffic calming improvements in the Eastside area including Cabrillo Street, 18th Street, and 22nd Street.							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Cabrillo Street, 18th Street, and 22nd Street		2028	Unfunded/Unknown	\$300,000	\$0	\$1,900,000	\$0	\$2,200,000	\$2,568,699
Project Notes									
Unfunded: SRTS, City Funds.									
				Totals:	\$300,000	\$0	\$1,900,000	\$0	\$2,200,000 \$2,568,699
Last Revised: 22-00 - In Progress									Total Programmed: \$2,200,000

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

TIP ID		CP-10601		IMPLEMENTING AGENCY					Costa Mesa, City of	
Local Project Number: N/A		Project Title								
Additional Project IDs:		Fairview Channel Trail								
Type of Work: Bikeways		Project Description								
Type of Work Description: Bikeways - New bike route		Project involves construction of pavement of structutral section of Fairview Channel along Placentia Avenue (north of park) to south of park.								
Limits										
Placentia Ave. north of park to south of park										
Project Notes										
Unfunded: ATP, BCIP, General Fund										
		</								

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

TIP ID		CP-10607		IMPLEMENTING AGENCY					Costa Mesa, City of		
Local Project Number: N/A		Project Title									
Additional Project IDs:		Fairview Rd. Street Rehabilitation									
Type of Work: Road Maintenance		Project Description									
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Fairview Rd. from Adams Ave. to Fair Dr. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.									
Limits		FISCAL	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL		
Adams Ave. to Fair Dr		YEAR							ESCALATED		
Project Notes		2026	Unfunded/Unknown	\$207,285	\$0	\$1,865,561	\$0	\$2,072,846	\$2,306,990		
Unfunded: M2 Fairshare, Gas Tax											
		Totals: \$207,285 \$0 \$1,865,561 \$0 \$2,072,846 \$2,306,990									
Last Revised: 22-00 - In Progress											
Total Programmed: \$2,072,846											

TIP ID CP-10610		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Fairview Rd. Street Rehabilitation							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Fairview Rd. from Fair Dr. to Newport Blvd. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits							
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED							
Fair Dr. to Newport Blvd.		2023 Federal \$0 \$0 \$331,116 \$0 \$331,116 \$341,049							
Project Notes		2023 Traffic Impact Fees \$0 \$0 \$250,000 \$0 \$250,000 \$257,500							
Federal: PMRF									
				Totals: \$0 \$0 \$581,116 \$0 \$581,116 \$598,549					
Last Revised: 22-00 - In Progress		Total Programmed: \$581,116							

TIP ID CP-10611		IMPLEMENTING AGENCY Costa Mesa, City of								
Local Project Number: N/A		Project Title								
Additional Project IDs:		Fairview Rd. Street Rehabilitation								
Type of Work: Road Maintenance		Project Description								
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Fairview Rd. from I-405 to Sunflower Ave. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
I-405 to Sunflower Ave.		2026	Unfunded/Unknown	\$87,000	\$0	\$783,000	\$0	\$870,000	\$968,273	
Project Notes										
Unfunded: Measure M Turnback, Gas Tax										
				Totals:	\$87,000	\$0	\$783,000	\$0	\$870,000	\$968,273
Last Revised: 22-00 - In Progress										
Total Programmed: \$870,000										

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

TIP ID		CP-10624								IMPLEMENTING AGENCY				Costa Mesa, City of	
Local Project Number: 16-CMSA-TSP-3790		Project Title													
Additional Project IDs:		Fairview Road Traffic Signal Synchronization													
Type of Work: Traffic Signals		Project Description													
Type of Work Description: Traffic Signals - Coordinate signals within project limits		Review & update of traffic signal coordination along Fairview Rd. in Costa Mesa and Santa Ana. Replace CCTV's at 1 location, new cabinets at 4 locations, installation of video detection at 4 locations, and traffic signal preemption at 13 locations.													
Limits		FISCAL YEAR													
Fairview Rd. between SR-55 and Sunflower Ave.		FUND TYPE													
Project Notes		ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED													
M2 TSSP: Measure M2, Traffic Impact Fees		2023 Another City \$0 \$0 \$0 \$4,574 \$4,574 \$4,574													
Another Agency: City Santa Ana		2023 Traffic Signal Sync Program (TSSP) \$0 \$0 \$0 \$32,640 \$32,640 \$32,640													
		2023 Traffic Impact Fees \$0 \$0 \$0 \$3,586 \$3,586 \$3,586													
		Totals: \$0 \$0 \$0 \$40,800 \$40,800 \$40,800													
Last Revised: 22-00 - In Progress		Total Programmed: \$40,800													

TIP ID CP-10628		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Gisler Ave. Street Rehabilitation							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on two segments of Gisler Ave. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits							
Limits		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
West End of Gisler to Nebraska Pl. and Harbor Blvd. to College Ave.		2026	Unfunded/Unknown	\$45,300	\$0	\$407,700	\$0	\$453,000	\$504,170
Project Notes									
Unfunded: Measure M Turnback, Gas Tax									
		Totals: \$45,300 \$0 \$407,700 \$0 \$453,000 \$504,170							
Last Revised: 22-00 - In Progress		Total Programmed: \$453,000							

TIP ID CP-10630		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Gisler Avenue Parkway Improvements							
Type of Work: Aesthetics		Project Description							
Type of Work Description: Aesthetics - Landscaping of roadway		This project consist of removal of existing trees and turf on the north side of Gisler Ave., minor sidewalk, curb, and gutter repairs, new electrical and water service to new drought tolerant landscaping and irrigation							
Limits		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
California Street to Iowa Street East		2025	Unfunded/Unknown	\$0	\$0	\$350,000	\$0	\$350,000	\$382,454
Project Notes									
Unfunded: Measure M Turnback, Gas Tax									
		Totals: \$0 \$0 \$350,000 \$0 \$350,000 \$382,454							
Last Revised: 22-00 - In Progress		Total Programmed: \$350,000							

TIP ID CP-10631		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Gisler Avenue Street Improvements							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consist of mill and overlay of the existing roadway along Gisler Avenue within the project limits. Some damaged curb/gutter, sidewalk, access ramps, and driveways will be removed and reconstructed.							
Limits		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
Harbor Blvd. to Nebraska Pl.		2026	Unfunded/Unknown	\$14,000	\$0	\$186,000	\$0	\$200,000	\$223,345
Project Notes									
Unfunded: Measure M Turnback, Gas Tax									
		Totals: \$14,000 \$0 \$186,000 \$0 \$200,000 \$223,345							
Last Revised: 22-00 - In Progress		Total Programmed: \$200,000							

TIP ID CP-10634		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Greenville - Banning Channel Part 1 (Sunflower Ave. to South Coast Dr.)							
Type of Work: Bikeways		Project Description							
Type of Work Description: Bikeways - New bike route		Design and construction of new off-site bicycle facility along Greenville Banning Channel from Sunflower Avenue to South Coast Drive							
Limits		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
Sunflower Ave. to South Coast Dr.		2028	Unfunded/Unknown	\$150,000	\$0	\$720,000	\$0	\$870,000	\$1,009,718
Project Notes									
Unfunded/Unknown: ATP, BCIP, General Fund, Traffic Impact Fee.									
		Totals: \$150,000 \$0 \$720,000 \$0 \$870,000 \$1,009,718							
Last Revised: 22-00 - In Progress		Total Programmed: \$870,000							

TIP ID CP-10636		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Greenville - Banning Channel Part 2 (Santa Ana River Trail to South Coast Drive)						
Type of Work: Bikeways		Project Description						
Type of Work Description: Bikeways - New bike route		The planned off-street facility to be designed and constructed along the Greenville Banning Channel from Santa Ana River Trail to South Coast Drive.						
Limits								
Santa Ana River Trail to South Coast Drive								
Project Notes								
Unfunded: ATP, BCIP, General Fund, Traffic Impact Fee.								

TIP ID CP-10646		IMPLEMENTING AGENCY Costa Mesa, City of								
Local Project Number: N/A		Project Title								
Additional Project IDs:		Harbor Blvd. & Gisler Ave. Intersection Improvement Phase II								
Type of Work: Intersection		Project Description								
Type of Work Description: Intersection - Add right turn lane(s) to intersection		Add southbound right-tun lane and extend northbound right lane at the intersection per General Plan Circulation Element.								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Harbor Blvd. & Gisler Ave		2028	Unfunded/Unknown	\$500,000	\$2,000,000	\$2,395,000	\$0	\$4,895,000	\$5,747,860	
Project Notes										
Unfunded: M2, Traffic Impact Fees										
				Totals:	\$500,000	\$2,000,000	\$2,395,000	\$0	\$4,895,000	\$5,747,860
Last Revised: 22-00 - In Progress				Total Programmed: \$4,895,000						

TIP ID CP-10647		IMPLEMENTING AGENCY Costa Mesa, City of								
Local Project Number: N/A		Project Title								
Additional Project IDs:		Harbor Blvd. Bus Turnouts								
Type of Work: Road Widening		Project Description								
Type of Work Description: Road Widening - Provide turnouts for buses		The project involves construction of bus turnouts on northbound Harbor Blvd. at Adams Ave. and MacArthur Blvd. This improvement is per Santa Ana River Crossing Memorandum of Understanding.								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Northbound Harbor Blvd. at Adams Ave. and at MacArthur Blvd		2028	Unfunded/Unknown	\$66,000	\$0	\$330,000	\$0	\$396,000	\$460,037	
Project Notes										
Unfunded: Measure M2 RCP, City Funds										
				Totals:	\$66,000	\$0	\$330,000	\$0	\$396,000	\$460,037
Last Revised: 22-00 - In Progress		Total Programmed: \$396,000								

TIP ID CP-10648		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Harbor Blvd. Improvement Project							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		The project consists of the rehabilitation of pavement structural section of mill and overlay along Harbor Blvd. within the project limits. Some damaged curb/gutter, sidewalk, access ramps, and driveways will be removed and reconstructed.							
Limits									
Newport Blvd. to Wilson St									
Project Notes									
Unfunded: Measure M Turnback, Gas Tax									

TIP ID CP-10651		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Harbor Blvd. Street Rehabilitation							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Harbor Blvd. from South Coast Dr. to MacArthur Blvd. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.							
Limits									
South Coast Dr. to MacArthur Blvd									
Project Notes									
Unfunded: Measure M Turnback, Gas Tax									

TIP ID CP-10652		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Harbor Blvd. Street Rehabilitation							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Harbor Blvd. from Wilson St. to Baker St. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Wilson St. to Baker St		2026	Unfunded/Unknown	\$225,000	\$0	\$2,025,000	\$0	\$2,250,000	\$2,504,155
Project Notes									
Unfunded: Measure M Turnback, Gas Tax									
					Totals:	\$225,000	\$0	\$2,025,000	\$2,504,155
Last Revised: 22-00 - In Progress					Total Programmed: \$2,250,000				

TIP ID CP-10654		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Hyland Ave. & I-405 NB Ramp at South Coast Dr							
Type of Work: Intersection		Project Description							
Type of Work Description: Intersection - Add right turn lane(s) to intersection		The project includes addition of westbound right turn lane from South Coast Dr. to northbound Hyland Ave. and associated traffic signal and striping modifications							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Hyland Ave. & I-405 NB Ramp at South Coast Dr.		2026	Unfunded/Unknown	\$50,000	\$0	\$0	\$0	\$50,000	\$50,000
Project Notes		2028	Unfunded/Unknown	\$0	\$100,000	\$713,000	\$0	\$813,000	\$970,764
Unfunded: Measure M2 RCP, AB2766, Traffic Impact Fees									
					Totals:	\$50,000	\$100,000	\$713,000	\$863,000
Last Revised: 22-00 - In Progress					Total Programmed: \$863,000				

TIP ID CP-10665		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Merrimac Way Multipurpose Trail and Cycle Tracks							
Type of Work: Bikeways		Project Description							
Type of Work Description: Bikeways - Widening of existing bike route		Multipurpose class IV trail and cycle tracks on Merrimac Wy. between Harbor Blvd. and Fairview Rd							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Harbor Blvd. to Fairview Rd.		2023	General Fund	\$0	\$0	\$1,105,000	\$0	\$1,105,000	\$1,138,150
Project Notes		2023	State Sales Tax on Gas	\$0	\$0	\$730,000	\$0	\$730,000	\$751,900
Carryover for FY22/23. Funds budgeted in the prior year. General Fund: Capital Improvement Funds		2023	Air Quality Management District	\$0	\$0	\$195,000	\$0	\$195,000	\$200,850
					Totals:	\$0	\$0	\$2,030,000	\$2,090,900
Last Revised: 22-00 - In Progress					Total Programmed: \$2,030,000				

TIP ID CP-11419		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Mesa Del Mar Multi-Modal Access and Circulation Improvements							
Type of Work: Transportation Planning		Project Description							
Type of Work Description: Transportation Planning - Other		Study, design, and implementation of various multi modal circulation improvements in the Mission-Valencia area.							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Mission-Valencia		2024	Unfunded/Unknown	\$0	\$0	\$500,000	\$0	\$500,000	\$530,450
Project Notes		2025	Unfunded/Unknown	\$0	\$0	\$250,000	\$0	\$250,000	\$273,182
This project is unfunded. Some funds budgeted in prior years.									
					Totals:	\$0	\$0	\$750,000	\$803,632
Last Revised: 22-00 - In Progress					Total Programmed: \$750,000				

TIP ID		CP-10667		IMPLEMENTING AGENCY							Costa Mesa, City of	
Local Project Number: N/A				Project Title								
Additional Project IDs:				Mesa Dr. Street Rehabilitation								
Type of Work: Road Maintenance				Project Description								
Type of Work Description: Road Maintenance - Rehabilitation of roadway				This project consists of the rehabilitation of pavement structural section on Mesa Dr. from Newport Blvd. to Santa Ana Ave. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.								
Limits												
Newport Blvd. to Santa Ana Ave.												
Project Notes												
Unfunded: Measure M Turnback, Gas Tax												

TIP ID CP-11606			IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number:			Project Title							
Additional Project IDs:			Mesa Drive and Santa Ana Avenue Bicycle Facility Improvements							
Type of Work: Bikeways			Project Description							
Type of Work Description: Bikeways - New bike route			Design and construct a off street class I bicycle facility/multi-use path along north side of Mesa Dr. and a class II or IV bicycle lane or cycletrack on the west side of Santa Ana Ave. adjacent to the golf course.							
Limits										
Mesa Dr. and Santa Ana Ave.										
Project Notes										
Unfunded: ATP, BCIP, General Fund. Some funds were budgeted in prior years.										

TIP ID		CP-10668	IMPLEMENTING AGENCY								Costa Mesa, City of
Local Project Number: N/A			Project Title								
Additional Project IDs:			Mesa Verde Dr. Street Rehabilitation								
Type of Work: Road Maintenance			Project Description								
Type of Work Description: Road Maintenance - Rehabilitation of roadway			This project consists of the rehabilitation of pavement structural section on Mesa Verde Dr. from Adams Ave. (E) to Harbor Blvd.. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits								
Limits			FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Adams Ave. (E) to Harbor Blvd			2026	Unfunded/Unknown	\$47,600	\$0	\$428,400	\$0	\$476,000	\$529,768	
Project Notes											
Unfunded: M2 Fairshare, Gas Tax											
			Totals: \$47,600 \$0 \$428,400 \$0 \$476,000 \$529,768								
Last Revised: 22-00 - In Progress			Total Programmed: \$476,000								

TIP ID CP-10670			IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A			Project Title							
Additional Project IDs:			Mesa Verde Drive E. (Adams Ave. to Harbor Blvd. and Peterson Pl.) Bicycle Facility Improvements							
Type of Work: Bikeways			Project Description							
Type of Work Description: Bikeways - Reconstruction/rehabilitation of existing bike route			Improve bicycle facility on Mesa Verde Dr. E. between Adams Ave. and Harbor Blvd. and Peterson Pl. by improving signage, markings, and restriping of travel lanes.							
Limits										
Mesa Verde Drive E. bet Adams Ave. and Harbor Blvd.										
Project Notes										
Unfunded: ATP, BCIP, General Fund, Traffic Impact Fee										

TIP ID CP-10675		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		New Sidewalk/Missing Link Program							
Type of Work: Pedestrian		Project Description							
Type of Work Description: Pedestrian - New sidewalk		New sidewalks will be constructed in the highest priority areas such as around schools, hospitals, convalescent homes, public facilities, bus routes, and arterial highways.							
Limits									
Citywide									
Project Notes		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
		2023	Gas Tax	\$0	\$0	\$100,000	\$0	\$100,000	\$103,000
		2024	Gas Tax	\$0	\$0	\$100,000	\$0	\$100,000	\$106,090
		2025	Gas Tax	\$0	\$0	\$100,000	\$0	\$100,000	\$109,273
		2026	Gas Tax	\$0	\$0	\$100,000	\$0	\$100,000	\$112,551
		2027	Gas Tax	\$0	\$0	\$100,000	\$0	\$100,000	\$115,927
		Totals:	\$0	\$0	\$500,000	\$0	\$500,000	\$546,841	
Last Revised: 22-00 - In Progress		Total Programmed: \$500,000							

TIP ID CP-10677		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Newport Blvd. / 17th St. Intersection Improvements							
Type of Work: Intersection		Project Description							
Type of Work Description: Intersection - Add right turn lane(s) to intersection		Add northbound right turn lane							
Limits									
Newport Blvd. / 17th St.									
Project Notes									
Unfunded: Measure M2, Traffic Impact Fees									
		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
		2025	Unfunded/Unknown	\$50,000	\$0	\$0	\$0	\$50,000	\$50,000
		2026	Unfunded/Unknown	\$0	\$0	\$400,000	\$0	\$400,000	\$450,204
		<u>Totals:</u> \$50,000 \$0 \$400,000 \$0 \$450,000 \$500,204							
Last Revised: 22-00 - In Progress		Total Programmed: \$450,000							

TIP ID CP-11408		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Newport Blvd. Frontage Road							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Rehabilitation of Roadway							
Limits		<u>FISCAL YEAR</u> <u>FUND TYPE</u> <u>ENG</u> <u>ROW</u> <u>CON/IMP</u> <u>O&M</u> <u>TOTAL</u> <u>TOTAL ESCALATED</u>							
19th Street to Bristol Street		2023 Other \$432,797 \$0 \$4,842,023 \$0 \$5,274,820 \$5,420,081							
Project Notes									
Other: RMRA									
		<u>Totals:</u> \$432,797 \$0 \$4,842,023 \$0 \$5,274,820 \$5,420,081							
Last Revised: 22-00 - In Progress		Total Programmed: \$5,274,820							

TIP ID

CP-10794

IMPLEMENTING AGENCY

Costa Mesa, City of

<div>Local Project Number: 16-CMSA-ACE-3803 (Eng.)</div> <div>Additional Project IDs:</div> <div>Type of Work: Road Widening</div> <div>Type of Work Description: Road Widening - Widen width of existing traffic lanes</div> <div>Limits</div> <div>19th St. to 17th St</div> <div>Project Notes</div> <div>Project concept design is underway. Unfunded: Measure M2, Traffic Impact Fees, M2 ACE approved</div>	<div>Project Title</div> <div>Newport Blvd. Improvements - from 19th Street to 17th Street</div> <div>Project Description</div> <div>Widen Newport Blvd. to add a fourth southbound through lane between 19th St. and 17th St.</div> <table><thead><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr></thead><tbody><tr><td>2025</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$400,000</td><td>\$0</td><td>\$0</td><td>\$400,000</td><td>\$437,091</td></tr><tr><td>2026</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$600,000</td><td>\$0</td><td>\$0</td><td>\$600,000</td><td>\$675,305</td></tr><tr><td>2027</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$4,150,000</td><td>\$0</td><td>\$0</td><td>\$4,150,000</td><td>\$4,810,987</td></tr><tr><td>2028</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$0</td><td>\$4,150,000</td><td>\$0</td><td>\$4,150,000</td><td>\$4,955,317</td></tr><tr><td colspan="2">Totals:</td><td>\$0</td><td>\$5,150,000</td><td>\$4,150,000</td><td>\$0</td><td>\$9,300,000</td><td>\$10,878,700</td></tr></tbody></table>	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2025	Unfunded/Unknown	\$0	\$400,000	\$0	\$0	\$400,000	\$437,091	2026	Unfunded/Unknown	\$0	\$600,000	\$0	\$0	\$600,000	\$675,305	2027	Unfunded/Unknown	\$0	\$4,150,000	\$0	\$0	\$4,150,000	\$4,810,987	2028	Unfunded/Unknown	\$0	\$0	\$4,150,000	\$0	\$4,150,000	\$4,955,317	Totals:		\$0	\$5,150,000	\$4,150,000	\$0	\$9,300,000	\$10,878,700
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																																										
2025	Unfunded/Unknown	\$0	\$400,000	\$0	\$0	\$400,000	\$437,091																																										
2026	Unfunded/Unknown	\$0	\$600,000	\$0	\$0	\$600,000	\$675,305																																										
2027	Unfunded/Unknown	\$0	\$4,150,000	\$0	\$0	\$4,150,000	\$4,810,987																																										
2028	Unfunded/Unknown	\$0	\$0	\$4,150,000	\$0	\$4,150,000	\$4,955,317																																										
Totals:		\$0	\$5,150,000	\$4,150,000	\$0	\$9,300,000	\$10,878,700																																										

Last Revised: 22-00 - In Progress

Total Programmed: \$9,300,000

TIP ID CP-10679		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Newport Blvd. Landscaping Project						
Type of Work: Aesthetics		Project Description						
Type of Work Description: Aesthetics - Landscaping of roadway		The project includes installing landscape improvements along Newport Boulevard Frontage Rd. between Bristol St. and 19th St.						
Limits								
Newport Blvd. from 19th St. to Bristol Street								
Project Notes								
Unfunded: Federal/ State Grants								

TIP ID CP-10684		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Newport Blvd. NB Frontage Rd. & Del Mar Ave.							
Type of Work: Intersection		Project Description							
Type of Work Description: Intersection - Add right turn lane(s) to intersection		The project involves widening the westbound approach to provide for one right-turn lane, one optional through and right-turn lane and two through lanes.							
Limits									
Newport Blvd. NB Frontage Rd. and Del Mar Ave									
Project Notes									
Unfunded: Measure M2 RCP									

TIP ID CP-10685		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Newport Blvd. Northbound/ 22nd St.							
Type of Work: Intersection		Project Description							
Type of Work Description: Intersection - Add through and right turn lanes to intersection		Add westbound through/right and convert northbound through to through /right							
Limits		<div>FISCAL YEARFUND TYPEENGROWCON/IMP O&M TOTAL TOTAL ESCALATED</div>							
Newport Blvd. / 22nd St		2028Unfunded/Unknown\$0\$0\$15,000\$0\$15,000\$17,911							
Project Notes									
Unfunded: General Fund, Measure M2									
		Totals: \$0\$0\$15,000\$0\$15,000\$17,911							
Last Revised: 22-00 - In Progress		Total Programmed: \$15,000							

TIP ID		CP-10792								IMPLEMENTING AGENCY		Costa Mesa, City of	
Local Project Number: N/A				Project Title									
Additional Project IDs:				Newport Blvd. SB Frontage Rd. & Fair Dr									
Type of Work: Intersection				Project Description									
Type of Work Description: Intersection - Add right turn lane(s) to intersection				The project adds a second right-turn lane at the above intersection.									
Limits													
Newport Blvd. SB Frontage Rd. and Fair Dr													
Project Notes													
Other: Fairgrounds Mitigation, AB2766. Unfunded: Measure M2 RCP													

TIP ID		CP-10795		IMPLEMENTING AGENCY					Costa Mesa, City of	
Local Project Number: N/A		Project Title								
Additional Project IDs:		Newport Boulevard Southbound (Bristol Street to Arlington Drive) Class I Bicycle Facility								
Type of Work: Bikeways		Project Description								
Type of Work Description: Bikeways - New bike route		Design and construction of a Class I bicycle facility from Bristol Street to Arlington Drive.								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Bristol Street to Arlington Drive		2026	Unfunded/Unknown	\$75,000	\$0	\$0	\$0	\$75,000	\$75,000	
Project Notes		2028	Unfunded/Unknown	\$0	\$0	\$370,000	\$0	\$370,000	\$441,799	
Unfunded: ATP, BCIP, General Fund										

TIP ID CP-10805		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Parkway Improvement Program						
Type of Work: Pedestrian		Project Description						
Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk		Remove and replace damaged curb, gutter, sidewalks, perform necessary parkway repairs, and construct ADA accessibility ramps.						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M TOTAL	TOTAL ESCALATED
Citywide		2023	Gas Tax	\$0	\$0	\$175,000	\$0	\$175,000
Project Notes		2023	Other	\$0	\$0	\$175,000	\$0	\$175,000
Other: M2		2023	General Fund	\$0	\$0	\$100,000	\$0	\$100,000
		2024	Gas Tax	\$0	\$0	\$450,000	\$0	\$450,000
		2025	Gas Tax	\$0	\$0	\$450,000	\$0	\$450,000
		2026	Gas Tax	\$0	\$0	\$450,000	\$0	\$450,000
		2027	Gas Tax	\$0	\$0	\$450,000	\$0	\$450,000
		Totals: \$0 \$0 \$2,250,000 \$0 \$2,250,000 \$2,460,784						
Last Revised: 22-00 - In Progress		Total Programmed: \$2,250,000						

TIP ID CP-10810		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Paularino Ave. Rehabilitation						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project involves reconstruction of pavement structural section on Paularino Ave. from Bear St. to Bristol St. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the project limits.						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M TOTAL	TOTAL ESCALATED
Bear St. to Bristol St.		2027	Unfunded/Unknown	\$25,800	\$0	\$232,200	\$0	\$258,000
Project Notes								
Unfunded: Measure M Turnback, Gas Tax								
		Totals: \$25,800 \$0 \$232,200 \$0 \$258,000 \$294,983						
Last Revised: 22-00 - In Progress		Total Programmed: \$258,000						

TIP ID CP-10812		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Paularino Channel Multipurpose Trail						
Type of Work: Bikeways		Project Description						
Type of Work Description: Bikeways - New bike route		Project adds a multipurpose trail along the Paularino Channel over the existing maintenance road.						
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M TOTAL	TOTAL ESCALATED
Paularino Channel between Fairview Rd. and Bristol St.		2025	Unfunded/Unknown	\$500,000	\$0	\$0	\$0	\$500,000
Project Notes		2026	Unfunded/Unknown	\$0	\$0	\$2,000,000	\$0	\$2,000,000
Unfunded: ATP, BCIP, General Fund		2027	Unfunded/Unknown	\$0	\$0	\$2,000,000	\$0	\$2,000,000
		Totals: \$500,000 \$0 \$4,000,000 \$0 \$4,500,000 \$5,069,566						
Last Revised: 22-00 - In Progress		Total Programmed: \$4,500,000						

TIP ID		CP-10505		IMPLEMENTING AGENCY					Costa Mesa, City of	
Local Project Number: N/A		Project Title								
Additional Project IDs:		Pedestrian Master Plan								
Type of Work: Pedestrian		Project Description								
Type of Work Description: Pedestrian - Other		Development of citywide pedestrian master plan								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Citywide		2023	Other	\$125,000	\$0	\$0	\$0	\$125,000	\$125,000	
Project Notes		2023	Traffic Impact Fees	\$75,000	\$0	\$0	\$0	\$75,000	\$75,000	
Other: SCAG Sustainability Planning Grant										
				Totals:	\$200,000	\$0	\$0	\$0	\$200,000	\$200,000
Last Revised: 22-00 - In Progress									Total Programmed: \$200,000	

TIP ID CP-11416		IMPLEMENTING AGENCY Costa Mesa, City of									
Local Project Number:		Project Title									
Additional Project IDs:		Placentia Av./20th St. HAWK Signal									
Type of Work: Pedestrian		Project Description									
Type of Work Description: Pedestrian - Other		Design and construction of HAWK signal at the intersection of Placentia/20th Ave.									
Limits		<u>FISCAL YEAR</u> <u>FUND TYPE</u> <u>ENG</u> <u>ROW</u> <u>CON/IMP</u> <u>O&M</u> <u>TOTAL</u> <u>TOTAL ESCALATED</u>									
Placentia Ave. at 20th St.		2025	Unfunded/Unknown	\$0	\$0	\$175,000	\$0	\$175,000	\$191,227		
Project Notes											
Unfunded/Unknown: City General Funds, Traffic Impact Fees					<u>Totals:</u>	\$0	\$0	\$175,000	\$0	\$175,000	\$191,227
Last Revised: 22-00 - In Progress									Total Programmed: \$175,000		

TIP ID CP-10813		IMPLEMENTING AGENCY Costa Mesa, City of																																						
Local Project Number: N/A		Project Title																																						
Additional Project IDs:		Placentia Ave. & 19th St. SB Right Turn Lane																																						
Type of Work: Intersection		Project Description																																						
Type of Work Description: Intersection - Add right turn lane(s) to intersection		The project includes adding a southbound right-turn lane at the intersection.																																						
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2028</td><td>Traffic Impact Fees</td><td>\$0</td><td>\$12,000</td><td>\$65,200</td><td>\$0</td><td>\$77,200</td><td>\$92,181</td></tr><tr><td>2028</td><td>Unfunded/Unknown</td><td>\$0</td><td>\$48,000</td><td>\$260,800</td><td>\$0</td><td>\$308,800</td><td>\$368,724</td></tr><tr><td colspan="2">Totals:</td><td>\$0</td><td>\$60,000</td><td>\$326,000</td><td>\$0</td><td>\$386,000</td><td>\$460,905</td></tr></table>							FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2028	Traffic Impact Fees	\$0	\$12,000	\$65,200	\$0	\$77,200	\$92,181	2028	Unfunded/Unknown	\$0	\$48,000	\$260,800	\$0	\$308,800	\$368,724	Totals:		\$0	\$60,000	\$326,000	\$0	\$386,000	\$460,905
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																																	
2028	Traffic Impact Fees	\$0	\$12,000	\$65,200	\$0	\$77,200	\$92,181																																	
2028	Unfunded/Unknown	\$0	\$48,000	\$260,800	\$0	\$308,800	\$368,724																																	
Totals:		\$0	\$60,000	\$326,000	\$0	\$386,000	\$460,905																																	
Placentia Ave. & 19th St.																																								
Project Notes																																								
Unfunded: Measure M2 RCP																																								
Last Revised: 22-00 - In Progress		Total Programmed: \$386,000																																						

TIP ID CP-11634		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: 20-CMSA-ECP-3980		Project Title						
Additional Project IDs:		Placentia Avenue Storm Drain Quality Improvement						
Type of Work: Environmental Cleanup		Project Description						
Type of Work Description: Environmental Cleanup - Detention/Infiltration basins		Storm water filtration system to be installed along Placentia Ave. between Joann St. and Estancia N.						
Limits								
Joann St. to Estancia N.								
Project Notes								
General Fund: Drainage Fees Other: Drainage Fees and M2								

TIP ID CP-10816		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Pomona Ave. Reconstruction							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project involves reconstruction of pavement structural section on Pomona Ave. from 19th St. to 16th St. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the project limits							
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED							
19th Street to 16th Street		2027 Unfunded/Unknown \$0 \$0 \$585,000 \$0 \$585,000 \$678,175							
Project Notes									
Unfunded/Unknown: Gas Tax									
		Totals: \$0 \$0 \$585,000 \$0 \$585,000 \$678,175							
Last Revised: 22-00 - In Progress		Total Programmed: \$585,000							

TIP ID CP-10818		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Pomona Avenue Improvement Project						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of mill and overlay of the existing roadway along Pomona Ave. within the project limits. Some damaged curb/gutter, sidewalk, access ramps, and driveways will be removed and reconstructed.						
Limits								
Victoria St. to 19th St.								
Project Notes								
Unfunded: Measure M Turnback, Gas Tax								

TIP ID CP-10820		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		Priority Sidewalk Repair							
Type of Work: Pedestrian		Project Description							
Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk		Remove and replace damaged curb, gutter, sidewalks, perform necessary parkway repairs, and construct ADA accessibility ramps.							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide		2023	Gas Tax	\$0	\$0	\$50,000	\$0	\$50,000	\$51,500
Project Notes		2024	Gas Tax	\$0	\$0	\$50,000	\$0	\$50,000	\$53,045
		2025	Gas Tax	\$0	\$0	\$50,000	\$0	\$50,000	\$54,636
		2026	Gas Tax	\$0	\$0	\$50,000	\$0	\$50,000	\$56,275
		2027	Gas Tax	\$0	\$0	\$50,000	\$0	\$50,000	\$57,964
		Totals:		\$0	\$0	\$250,000	\$0	\$250,000	\$273,420
Last Revised: 22-00 - In Progress									
Total Programmed: \$250,000									

TIP ID CP-11417		IMPLEMENTING AGENCY Costa Mesa, City of									
Local Project Number: 19-CMSA-STS-3929		Project Title									
Additional Project IDs: CP--3532		Project W - Transit Stop Improvements									
Type of Work: Bus Stops		Project Description									
Type of Work Description: Bus Stops - Relocation or refurbishing of bus benches or shelters		This project will construct improvements at three bus stops: Stop 1173 – Northbound Fairview Road at Arlington Drive; Stop 1293 – Northbound Placentia Avenue south of 19th Street; and Stop 1196 – Northbound Harbor Boulevard north of Wilson Street.									
Limits		FISCAL YEAR		FUND TYPE		ENG ROW		CON/IMP O&M		TOTAL TOTAL ESCALATED	
Fairview Rd at Arlington Dr, Placentia Ave at 19th St, and Harbor Blvd at Wilson St		2023		PROJECT W - Safe Transit Stops		\$0 \$0		\$74,500 \$0		\$74,500 \$76,735	
Project Notes											
Carryover for FY22/23. Funds budgeted in prior year.											
						Totals: \$0 \$0		\$74,500 \$0		\$74,500 \$76,735	
Last Revised: 22-00 - In Progress							Total Programmed: \$74,500				

TIP ID		CP-10822		IMPLEMENTING AGENCY						Costa Mesa, City of									
Local Project Number: N/A				Project Title															
Additional Project IDs:				Randolph Avenue Parking and Pedestrian Improvements															
Type of Work: Safety				Project Description															
Type of Work Description: Safety - Traffic calming such as bulbout, chokers, speed hump, etc.				Restriping of Randolph Ave. and Saint Clair St. to add new on-street parking spaces. Project includes a roundabout at the intersection of Randolph Ave. and Saint Clair St., speed cushions on Randolph Ave., and a raised midblock crosswalk.															
Limits				FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED	
Baker Street to Bristol Street				2023		General Fund		\$0		\$0		\$250,000		\$0		\$250,000		\$257,500	
Project Notes				2023		Traffic Impact Fees		\$0		\$0		\$150,000		\$0		\$150,000		\$154,500	
Unfunded: General Fund, Traffic Impact Fee.																			
								Totals:		\$0		\$0		\$400,000		\$0		\$400,000 \$412,000	
Last Revised: 22-00 - In Progress																		Total Programmed: \$400,000	

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

TIP ID		CP-10845		IMPLEMENTING AGENCY					Costa Mesa, City of		
Local Project Number: N/A				Project Title							
Additional Project IDs:				SR-55 NB & Baker St. Intersection Improvements							
Type of Work: Intersection				Project Description							
Type of Work Description: Intersection - Add left turn lane(s) to intersection				Project adds left-turn lanes on northbound and eastbound approaches in accordance with General Plan Circulation Element.							
Limits											
NB SR-55 & Baker St. Intersection											
Project Notes											
Unfunded: Measure M2 RCP, Traffic Impact Fees											

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

TIP ID		CP-10848		IMPLEMENTING AGENCY					Costa Mesa, City of		
Local Project Number: N/A				Project Title							
Additional Project IDs:				SR-55 SB & Baker St. Intersection Improvement							
Type of Work: Intersection				Project Description							
Type of Work Description: Intersection - Add through and right turn lanes to intersection				This project adds a southbound free-flow right-turn lane and converts westbound through to optional through+right turn lane in accordance with General Plan Circulation Element.							
Limits				<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
SB SR-55 & Baker St. Intersection				2028	Unfunded/Unknown	\$75,000	\$0	\$550,350	\$0	\$625,350	\$732,147
Project Notes											
Unfunded/Unknown: Measure M2 RCP, Traffic Impact Fees											
				<u>Totals:</u> \$75,000 \$0 \$550,350 \$0 \$625,350 \$732,147							
Last Revised: 22-00 - In Progress				Total Programmed: \$625,350							

TIP ID		CP-10850		IMPLEMENTING AGENCY							Costa Mesa, City of	
Local Project Number: N/A				Project Title								
Additional Project IDs:				SR-55 SB & Paularino Ave. Intersection Improvements								
Type of Work: Intersection				Project Description								
Type of Work Description: Intersection - Add right turn lane(s) to intersection				This project adds a southbound right-turn lane in accordance with General Plan Circulation Element.								
Limits												
SB SR-55 & Paularino Ave. Intersection												
Project Notes												
Unfunded: Measure M2 RCP, Traffic Impact Fees												

TIP ID		CP-10833							IMPLEMENTING AGENCY		Costa Mesa, City of	
Local Project Number: N/A		Project Title										
Additional Project IDs:		Sakioka Dr. Street Rehabilitation										
Type of Work: Road Maintenance		Project Description										
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of the rehabilitation of pavement structural section on Sakioka Dr. from Sunflower Ave. to Anton Blvd. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.										
Limits		FISCAL YEAR										
Sunflower Ave. to Anton Blvd		FUND TYPE										
Project Notes		ENG										
Unfunded: Measure M Turnback, Gas Tax		ROW										
		CON/IMP										
		O&M										
		TOTAL										
		TOTAL ESCALATED										
		2026										
		Unfunded/Unknown										
		\$73,000										
		\$0										
		\$657,000										
		\$0										
		\$730,000										
		\$812,459										
		Totals: \$73,000										
		\$0										
		\$657,000										
		\$0										
		\$730,000										
		\$812,459										
Last Revised: 22-00 - In Progress												
Total Programmed: \$730,000												

TIP ID		CP-10842		IMPLEMENTING AGENCY					Costa Mesa, City of	
Local Project Number: N/A		Project Title								
Additional Project IDs:		Signal System Upgrade - Paularino Avenue, Fair Drive, Wilson Street, Anton Avenue								
Type of Work: Traffic Signals		Project Description								
Type of Work Description: Traffic Signals - Replace and upgrade traffic signals and equipment		Review & update of traffic signal coordination along Paularino Avenue, Fair Drive, Wilson Street, Anton Avenue in Costa Mesa. Replace controllers, conduit upgrades, fiber optic comm., & interconnect cables, CCTVs, and cabinets at various locations.								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Paularino Avenue, Fair Drive, Wilson Street, Anton Avenue		2025	General Fund	\$0	\$0	\$300,000	\$0	\$300,000	\$327,818	
		2026	General Fund	\$0	\$0	\$300,000	\$0	\$300,000	\$337,653	
		2027	General Fund	\$0	\$0	\$300,000	\$0	\$300,000	\$347,782	
Project Notes										
		Totals:	\$0	\$0	\$900,000	\$0	\$900,000	\$1,013,253		
Last Revised: 22-00 - In Progress										
Total Programmed: \$900,000										

TIP ID		CP-10853	IMPLEMENTING AGENCY								Costa Mesa, City of
Local Project Number: N/A			Project Title								
Additional Project IDs:			Sunflower Ave. Street Rehabilitation								
Type of Work: Road Maintenance			Project Description								
Type of Work Description: Road Maintenance - Rehabilitation of roadway			This project consists of the rehabilitation of pavement structural section on Sunflower Ave. from Cadillac Ave. to Hyland Ave. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits								
Limits			FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Cadillac Ave. to Hyland Ave			2026	Unfunded/Unknown	\$65,000	\$0	\$585,000	\$0	\$650,000	\$723,423	
Project Notes											
Unfunded: Measure M Turnback, Gas Tax											
			Totals: \$65,000 \$0 \$585,000 \$0 \$650,000 \$723,423								
Last Revised: 22-00 - In Progress			Total Programmed: \$650,000								

TIP ID			CP-11892			IMPLEMENTING AGENCY					Costa Mesa, City of																									
Local Project Number:			Project Title																																	
Additional Project IDs:			Sunflower Avenue from Harbor Boulevard to Bear Street Improvement Project																																	
Type of Work:			Road Maintenance			Project Description																														
Type of Work Description:			Road Maintenance - Rehabilitation of roadway			Street rehabilitation and parkway improvements																														
Limits			<table><thead><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr></thead><tbody><tr><td>2023</td><td>Other</td><td>\$0</td><td>\$0</td><td>\$2,570,782</td><td>\$0</td><td>\$2,570,782</td><td>\$2,647,905</td></tr><tr><td colspan="2"></td><td>Totals:</td><td>\$0</td><td>\$0</td><td>\$2,570,782</td><td>\$0</td><td>\$2,570,782</td><td>\$2,647,905</td></tr></tbody></table>									FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2023	Other	\$0	\$0	\$2,570,782	\$0	\$2,570,782	\$2,647,905			Totals:	\$0	\$0	\$2,570,782	\$0	\$2,570,782	\$2,647,905
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																													
2023	Other	\$0	\$0	\$2,570,782	\$0	\$2,570,782	\$2,647,905																													
		Totals:	\$0	\$0	\$2,570,782	\$0	\$2,570,782	\$2,647,905																												
Harbor Boulevard to Bear Street																																				
Project Notes																																				
Other: RMRA																																				
Last Revised: 22-00 - In Progress			Total Programmed: \$2,570,782																																	

TIP ID		CP-10855	IMPLEMENTING AGENCY								Costa Mesa, City of
Local Project Number: N/A			Project Title								
Additional Project IDs:			Superior Ave. / 17th St. Intersection Improvements								
Type of Work: Intersection			Project Description								
Type of Work Description: Intersection - Add left turn and right turn lanes to intersection			Convert westbound through to westbound through/left turn lane and add northbound right turn lane.								
Limits			FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Superior Ave. at 17th St			2026	Unfunded/Unknown	\$100,000	\$0	\$0	\$0	\$100,000	\$100,000	
Project Notes			2028	Unfunded/Unknown	\$0	\$0	\$563,000	\$0	\$563,000	\$672,251	
Unfunded: Measure M2, Traffic Impact Fees											
			Totals: \$100,000 \$0 \$563,000 \$0 \$663,000 \$772,251								
Last Revised: 22-00 - In Progress			Total Programmed: \$663,000								

TIP ID		CP-10856		IMPLEMENTING AGENCY							Costa Mesa, City of	
Local Project Number: N/A				Project Title								
Additional Project IDs:				Superior Ave. Street Rehabilitation								
Type of Work: Road Maintenance				Project Description								
Type of Work Description: Road Maintenance - Rehabilitation of roadway				This project consists of the rehabilitation of pavement structural section on Superior Ave. from E. 17th St to SB Newport Frontage Rd. Some damaged curb/gutter, sidewalk, access ramps and driveways will be removed and reconstructed within the limits.								
Limits				<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	
E. 17th St. to 18th St.				2027	Unfunded/Unknown	\$33,769	\$0	\$303,915	\$0	\$337,684	\$386,090	
Project Notes												
Unfunded: Measure M Turnback, Gas Tax												
				<u>Totals:</u> \$33,769 \$0 \$303,915 \$0 \$337,684 \$386,090								
Last Revised: 22-00 - In Progress				Total Programmed: \$337,684								

TIP ID		CP-10857		IMPLEMENTING AGENCY					Costa Mesa, City of						
Local Project Number: N/A				Project Title											
Additional Project IDs:				Vanguard Way / Santa Isabel Avenue (Fair Dr. to Irvine Ave.) Bicycle Facility											
Type of Work: Bikeways				Project Description											
Type of Work Description: Bikeways - New bike route				Implement bicycle facility on Vanguard Way / Santa Isabel Avenue between Fair Drive and Irvine Avenue by signage and markings.											
Limits				FISCAL YEAR		FUND TYPE		ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED		
Vanguard Wy / Santa Isabel Ave. between Fair Dr. and Irvine Ave.				2025		Unfunded/Unknown		\$0	\$0	\$60,000	\$0	\$60,000	\$65,564		
Project Notes															
Unfunded: ATP, BCIP, General Funds				Totals:		\$0	\$0	\$60,000	\$0	\$60,000	\$65,564				
Last Revised: 22-00 - In Progress														Total Programmed: \$60,000	

TIP ID CP-10860		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		Victoria Street Improvement Project						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project consists of mill and overlay of the existing roadway along Victoria St. within the project limits. Some damaged curb/gutter, sidewalk, access ramps, and driveways will be removed and reconstructed.						
Limits								
Santa Ana River to Sr-55 FWY								
Project Notes								
Unfunded: Measure M Turnback, Gas Tax								

TIP ID		CP-10862		IMPLEMENTING AGENCY					Costa Mesa, City of
Local Project Number: N/A		Project Title							
Additional Project IDs:		W. 17th St. Widening							
Type of Work: Road Widening		Project Description							
Type of Work Description: Road Widening - Widen width of existing traffic lanes		Widen W 17th Street to add capacity at intersections and add bicycle lanes between Newport Blvd and westerly city limits.							
Limits									
Newport Blvd. to westerly city limits									
Project Notes									
Unfunded: Measure M2, Traffic Impact Fees, ATP, BCIP									

TIP ID CP-10863		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: N/A		Project Title						
Additional Project IDs:		W. 18th St. Storm Drain System						
Type of Work: Environmental Cleanup		Project Description						
Type of Work Description: Environmental Cleanup - Other		Eliminate flooding and trap particulate pollutants from entering the storm drain system. Installation of various storm drain pipes ranging from 24" to 105" RCP; Concrete & asphalt improvements; Watershed modeling & recommendations						
Limits								
Monrovia Ave. to City Limits								
Project Notes								
Unfunded: Drainage Fees, Measure M2, Environmental Cleanup								

TIP ID CP-11607			IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number:			Project Title							
Additional Project IDs:			W. 18th St. and Wilson St. Crosswalks							
Type of Work: Pedestrian			Project Description							
Type of Work Description: Pedestrian - Other			Design and construct new controlled crosswalks on W. 18th St. and Wilson St. top include high visibility pedestrian crossings and hybrid beacons.							
Limits										
W. 18th St. and Wilson St.										
Project Notes										
Carryover from FY21/22										

TIP ID CP-10864			IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A			Project Title							
Additional Project IDs:			W. 19th St. Storm Drain System							
Type of Work: Environmental Cleanup			Project Description							
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts			Eliminate flooding and trap particulate pollutants from entering the storm drain system. Installation of various storm drain pipes ranging from 24" to 105" RCP; Concrete & asphalt improvements; Watershed modeling & recommendations							
Limits			FISCAL	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL
19th St.			YEAR							ESCALATED
Project Notes			2028	Unfunded/Unknown	\$90,000	\$0	\$733,390	\$0	\$823,390	\$965,706
Unfunded: Drainage Fees/ Measure M2, Environmental Cleanup										
					</					

TIP ID CP-11418		IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number:		Project Title							
Additional Project IDs:		West 19th St at Wallace Ave Traffic Signal							
Type of Work: Traffic Signals		Project Description							
Type of Work Description: Traffic Signals - Install new traffic signals and equipment		The intent of the subject improvement project is to design and construct a new traffic signal at the intersection of West 19th Street at Wallace Avenue.							
Limits		<div><div>FISCAL YEAR</div><div>FUND TYPE</div><div>ENG</div><div>ROW</div><div>CON/IMP</div><div>O&M</div><div>TOTAL</div><div>TOTAL ESCALATED</div></div>							
West 19th St at Wallace Ave		2023 General Fund \$0 \$0 \$300,000 \$0 \$300,000 \$309,000							
Project Notes									
General Fund: Capital Improvement Fund									
		<div>Totals: \$0 \$0 \$300,000 \$0 \$300,000 \$309,000</div>							
Last Revised: 22-00 - In Progress		Total Programmed: \$300,000							

TIP ID CP-10867			IMPLEMENTING AGENCY Costa Mesa, City of							
Local Project Number: N/A			Project Title							
Additional Project IDs:			Westside Improvements							
Type of Work: Aesthetics			Project Description							
Type of Work Description: Aesthetics - Landscaping of roadway			Provide streetscape improvements on 19th Street from Harbor to Westerly City Limits. Will include decorative crosswalks, decorative sidewalks, parkway landscaping, street furnishings such as benches, trash receptacles, news racks, etc.							
Limits										
19th St. from Harbor to Westerly City Limits										
Project Notes										
Other: Capital Improvement Plan										

TIP ID		CP-10868							IMPLEMENTING AGENCY		Costa Mesa, City of	
Local Project Number: N/A		Project Title										
Additional Project IDs:		Wilson Street (Fairview Rd. to Santa Ana Ave.) Bicycle Facility										
Type of Work: Bikeways		Project Description										
Type of Work Description: Bikeways - New bike route		Implement bicycle facility on Wilson Street between Fairview Road and Santa Ana Avenue by signage and markings.										
Limits		<div><div>FISCAL YEAR</div><div>FUND TYPE</div><div>ENG</div><div>ROW</div><div>CON/IMP</div><div>O&M</div><div>TOTAL</div><div>TOTAL ESCALATED</div></div>										
Wilson St. between Fairview Rd. to Santa Ana Ave		2028Unfunded/Unknown\$0\$0\$200,000\$0\$200,000\$238,810										
Project Notes												
Unfunded: ATP, BCIP, General Funds												
		<div>Totals: \$0\$0\$200,000\$0\$200,000\$238,810</div>										
Last Revised: 22-00 - In Progress		Total Programmed: \$200,000										

TIP ID		CP-11893		IMPLEMENTING AGENCY					Costa Mesa, City of								
Local Project Number:		Project Title															
Additional Project IDs:		Wilson Street CDBG Westside Improvement Project from Placentia Avenue to Pacific Avenue															
Type of Work:		Road Maintenance		Project Description													
Type of Work Description:		Road Maintenance - Rehabilitation of roadway		Street rehabilitation and parkway improvements.													
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED	
Placentia Avenue to Pacific Avenue, including American Place and American Avenue		2023		State Sales Tax on Gas		\$0		\$0		\$257,000		\$0		\$257,000		\$264,710	
Project Notes		2023		Community Development Block Grant		\$0		\$0		\$600,000		\$0		\$600,000		\$618,000	
						Totals:		\$0		\$0		\$857,000		\$0		\$857,000 \$882,710	
Last Revised: 22-00 - In Progress																Total Programmed: \$857,000	

TIP ID CP-10872		IMPLEMENTING AGENCY Costa Mesa, City of						
Local Project Number: 16-CMSA-ACE-3804		Project Title						
Additional Project IDs:		Wilson Street Widening from College Ave to Fairview Rd						
Type of Work: Road Widening		Project Description						
Type of Work Description: Road Widening - Add 2 lanes to existing roadway in project limits		Widening for Wilson St. Develop design plans between College Ave and Fairview Rd. to increase capacity. This includes review of design alternatives.						
Limits								
Wilson St. between College Ave. and Fairview Rd								
Project Notes								
General Fund: M2 ACE approved - Could not update database Unfunded: Measure M2, Traffic Impact Fees, General Fund								

RESOLUTION NO. 2022-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M2 (M2) PROGRAM

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

WHEREAS, the City is required to meet eligibility requirements and submit eligibility verification packages to Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and

WHEREAS, the City is required to adopt and update a Pavement Management Plan (PMP), using OCTA's required format, regarding the status of road pavement conditions and implementation of the PMP on a biennial basis; and

WHEREAS, the City is required to provide a plan that manages the preservation, rehabilitation, and maintenance of paved roads by analyzing pavement life cycles, assessing overall system performance costs, and determining alternative strategies and costs necessary to improve paved roads.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows: Section 1. The City Council hereby approves the PMP update.

Section 2. The City Council hereby informs OCTA that:

(a) The PMP is in conformance with the PMP Submittal Template provided in the Countywide Pavement Management Plan Guidelines.

(b) The City hereby adopts the PMP update and has provided an updated PMP report, using the required format, to OCTA.

(c) The Public Works Director, City Engineer or designee is authorized to sign the PMP certification form.

PASSED AND ADOPTED this 21st day of June, 2022.

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. 2022-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 June, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 21st day of June, 2022.

Brenda Green, City Clerk



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-757

Meeting Date: 6/21/2022

TITLE:

ACCEPTANCE OF CALRECYCLE SB 1383 LOCAL ASSISTANCE GRANT

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ ADMINISTRATION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR, (714) 754-5343

RECOMMENDATION:

Staff recommends the City Council:

1. Accept \$159,969 CalRecycle's SB 1383 Local Assistance Grant Program that was recently awarded to the City.
2. Authorize the City Manager or designee with signature authority to execute all documents necessary to implement the grant and all grant-related reports to CalRecycle.
3. Authorize revenue and expense appropriations in the amounts of \$159,969, respectively, to account for the SB 1383 grant award in the City's FY2021-22 State Grant Fund (Fund 231).

BACKGROUND:

In September 2016, Governor Edmund Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). SB 1383 aims to reduce emissions of SLCP by 75% by 2025; and achieve 20% of edible food recovery by 2025. These regulations require jurisdictions to implement a variety of organic waste recovery programs including curbside collection, education and outreach, contamination monitoring, edible food recovery, procurement, and inspection and enforcement.

In January 2022, the California Department of Resources Recycling and Recovery (CalRecycle) announced the availability of the SB 1383 Local Assistance Grant Program intended to provide jurisdictions with a one-time grant to assist in implementing the various programs.

All jurisdictions will receive a minimum distribution of \$20,000; the remaining allocation of \$57 million will be split, based upon population, amongst the jurisdictions with approved applications. Eligible projects and initiative include:

- Capacity Planning
- Collection
- Edible Food Recovery
- Education and outreach (includes organic waste & edible food recovery)
- Enforcement and Inspection
- Program Evaluation/Gap Analysis
- Procurement Requirements (using recycled organic products - compost, mulch, electricity, and/or renewable gas, and recycled paper and paper products)
- Record Keeping

ANALYSIS:

The Circular Economy Package allocated \$60 million for the SB 1383 Local Assistance Grant Program. SB 170 Budget Act of 2021 authorizes CalRecycle to award grants to local jurisdictions to assist in the implementation of programs to meet SB 1383 statutory requirements.

First round funding went to applicants who certified that they will have an enforceable ordinance(s), or similarly enforceable mechanism (Title 14, CCR, section 18981.2) submitted to CalRecycle by April 1, 2022 and will have their resolution(s) with, if applicable, Letters of Authorization submitted by the March 1, 2022 due date. All other applicants will have until June 14, 2022 to submit the aforementioned documentation and will receive second round funding.

The City of Costa Mesa has taken numerous actions to address climate change and meet SB 1383 requirements. Since the City revised its municipal code and successfully executed non-exclusive agreements with seven haulers in 2021, the City was eligible for the first round of funding.

City staff submitted a grant application in January 2022 to support its ongoing efforts in edible food recovery, education and outreach, and capacity building. On April 27, 2022, the City received an award notification from CalRecycle stating that a one-time grant amount of \$159,969 was awarded to assist with the implementation of regulation requirements associated with SB 1383. See Attachments 1, 2 and 3 for details.

ALTERNATIVES:

The City may decline to accept the grant funding awarded by CalRecycle. Staff does not recommend this as the City would then be required to rely on internal budget resources to meet state mandates.

FISCAL REVIEW:

Upon approval by City Council, revenue and expense appropriations in the amounts of \$159,969, respectively, will be established in the City's FY2021-22 State Grant Fund (Fund 231) for the SB 1383 Local Assistance Grant award.

LEGAL REVIEW:

The City Attorney's Office has reviewed the staff report and approves it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Strengthen the Public's Safety and Improve the Quality of Life.
- Advance Environmental Sustainability and Climate Resiliency.

CONCLUSION:

Staff recommends the City Council:

1. Accept \$159,969 CalRecycle's SB 1383 Local Assistance Grant Program that was recently awarded to the City.
2. Authorize the City Manager or designee with signature authority to execute all documents necessary to implement the grant and all grant-related reports to CalRecycle.
3. Authorize revenue and expense appropriations in the amounts of \$159,969, respectively, to account for the SB 1383 grant award in the City's FY2021-22 State Grant Fund (Fund 231).

Request for Approval

To: **Zoe Heller**
Acting Deputy Director, Materials Management and Local Assistance Division

From: **Michelle Martin**
Branch Chief, Financial Resources Management Branch

Request Date: **April 14, 2022**

Decision Subject: Awards for the SB 1383 Local Assistance Grant Program, (Greenhouse Gas Reduction Fund, Fiscal Year 2021–22)

Action By: **April 25, 2022 (Revised May 6, 2022)**

Summary of Request

Staff requests approval of grant awards for the SB 1383 Local Assistance Grant Program (Program) for fiscal year (FY) 2021–22. Staff received 475 eligible applications totaling \$54,929,783 for this grant program.

Funding

The FY 2021–22 Budget Act allocates \$60,000,000 to be used to provide grants to local jurisdictions to assist in the implementation of regulations adopted by the Department of Resources Recycling and Recovery pursuant to Chapter 395 of the Statutes of 2016; \$3,000,000 (5 percent) has been allocated for administrative costs.

Table 1. Funding

Fund Source	Amount Available	Amount to Fund Item	Amount Remaining	Line Item
Greenhouse Gas Reduction Fund (FY 2021–22)	\$57,000,000	<u>\$41,782,906</u> <u>\$42,936,276</u>	<u>\$15,217,094</u> <u>\$14,063,724</u>	Local Assistance/Grants
Total	\$57,000,000	<u>\$41,782,906</u> <u>\$42,936,276</u>	<u>\$15,217,094</u> <u>\$14,063,724</u>	

Background and Findings

Statutory Authority

Senate Bill (SB) 1383 Lara, Chapter 395, Statutes of 2016, set methane emissions reduction targets for California in a statewide effort to reduce emissions of short-lived climate pollutants. SB 170 Budget Act of 2021 authorizes CalRecycle to award grants to local jurisdictions to assist in the implementation of programs to meet these statutory requirements.

Program Background

The SB 1383 Local Assistance Grant Program provides funding to assist local jurisdictions

with meeting the requirements below:

- Provide organics collection services to all residents and businesses
- Conduct education and outreach to the community
- Secure access to recycling and edible food recovery capacity
- Establish edible food recovery program
- Procure recyclable and recovered organic products
- Monitor compliance and conduct enforcement

Criteria and Process

The Eligibility Criteria and Evaluation Process was approved by the Deputy Director on December 28, 2021, and presented at the January 2022 CalRecycle Monthly Public Meeting. The Notice of Funds Available was placed on the CalRecycle website on January 4, 2022, with an appropriate notice sent to stakeholders.

Applications were due February 1, 2022, with a secondary due date of March 1, 2022, for Resolution submission. CalRecycle received 476 applications requesting \$54,947,783. Staff reviewed the applications in accordance with the approved evaluation criteria; 399 applications met the application requirements and adopted their enforceable ordinance, or similarly enforceable mechanism, by April 1, 2022, and are therefore eligible for first round funding. Subsequently, one application is ineligible. In addition, first round awardees will receive additional remaining funds from entities who did not apply. The remaining 82 ~~76~~ applications will be moved to the second funding round, tentatively scheduled for award in September 2022. Please note that if a participant in a Regional or Joint Powers Authority application did not meet the application requirements, the entire application was moved to the second funding round.

The types of projects recommended for funding include: green, blue, and brown bins, education and outreach materials, record keeping subscriptions, refrigerators for food rescue, side loaders for collection, and personnel and administrative costs.

Recommendation

Staff recommends approval of 393 ~~399~~ grant awards as listed below for \$41,782,906 ~~\$42,936,276~~.

Table 2. Recommended Awards

Applicant	Award Amount
Alameda County	\$208,136
Almonte Sanitary District	\$20,143
Alto Sanitary District	\$20,118
Bolinas Community Public Utility District	\$20,106
Butte County	\$84,761
Calaveras County	\$58,808
Cambria Community Services District	\$20,558
Castro Valley Sanitary District	\$77,526
City of Agoura Hills	\$29,860
City of Alameda	\$115,019

Applicant	Award Amount
City of Albany	\$25,065
City of Alhambra	\$122,592
City of Aliso Viejo	\$71,231
City of American Canyon	\$30,346
City of Anaheim	\$499,168
City of Antioch	\$160,065
City of Arcadia	\$82,290
City of Artesia	\$24,261
City of Atwater	\$45,859
City of Auburn	\$21,419
City of Avalon	\$20,391
City of Avenal	\$21,214
City of Azusa	\$70,912
City of Bakersfield	\$561,069
City of Baldwin Park	\$108,044
City of Banning	\$46,456
City of Barstow	\$35,142
City of Beaumont	\$75,280
City of Bell Gardens	\$60,548
City of Bellflower	\$110,191
City of Belmont	\$38,334
City of Benicia	\$39,237
City of Berkeley	\$165,580
City of Beverly Hills	\$48,099
City of Blythe	\$27,181
City of Bradbury	\$20,103
City of Brawley	\$39,540
City of Brea	\$64,641
City of Brentwood	\$94,180
City of Brisbane	\$20,450
City of Buellton	\$20,534
City of Buena Park	\$116,064
City of Burbank	\$147,552
City of Burlingame	\$42,951
City of Calabasas	\$35,333
City of Calexico	\$58,085
City of California City	\$21,388
City of Calimesa	\$21,006
City of Calipatria	\$20,640
City of Camarillo	\$99,269
City of Canyon Lake	\$21,084
City of Capitola	\$20,992
City of Carlsbad	\$163,804
City of Carmel-by-the-Sea	\$20,395
City of Carpinteria	\$21,297

Applicant	Award Amount
City of Carson	\$130,217
City of Cathedral City	\$77,093
City of Ceres	\$69,946
City of Cerritos	\$71,562
City of Chico	\$158,151
City of Chino	\$125,307
City of Chino Hills	\$117,523
City of Chowchilla	\$25,453
City of Citrus Heights	\$124,781
City of Claremont	\$51,351
City of Clovis	\$172,729
City of Coachella	\$68,429
<u>City of Coalinga</u>	\$24,633
City of Colfax	\$20,214
City of Colton	\$77,411
City of Commerce	\$21,257
City of Concord	\$183,213
City of Corcoran	\$29,887
City of Corona	\$239,839
City of Coronado	\$32,537
City of Costa Mesa	\$159,969
City of Covina	\$69,850
City of Cudahy	\$34,501
City of Culver City	\$57,127
City of Cupertino	\$83,693
City of Cypress	\$69,424
City of Daly City	\$154,077
City of Dana Point	\$47,803
City of Davis	\$98,687
City of Del Mar	\$20,419
City of Del Rey Oaks	\$20,164
City of Delano	\$73,002
City of Diamond Bar	\$80,961
City of Dinuba	\$38,400
City of Dixon	\$29,493
City of Downey	\$158,060
City of Duarte	\$31,269
City of Dublin	\$92,204
City of East Palo Alto	\$43,802
City of Eastvale	\$96,334
City of El Cajon	\$146,529
City of El Centro	\$64,444
City of El Cerrito	\$36,045
City of El Monte	\$165,163
City of El Segundo	\$24,509

Applicant	Award Amount
City of Elk Grove	\$252,058
City of Emeryville	\$21,237
City of Encinitas	\$88,813
City of Escondido	\$214,802
City of Exeter	\$21,081
City of Fairfield	\$167,333
City of Fillmore	\$23,307
City of Firebaugh	\$20,799
City of Folsom	\$117,019
City of Fontana	\$302,539
City of Fort Bragg	\$20,728
City of Foster City	\$47,314
City of Fountain Valley	\$78,475
City of Fowler	\$20,649
City of Fremont	\$331,140
City of Fresno	\$771,586
City of Fullerton	\$197,528
City of Galt	\$37,835
City of Garden Grove	\$244,098
City of Gardena	\$86,072
City of Glendale	\$288,291
City of Glendora	\$73,665
City of Goleta	\$46,605
City of Gonzales	\$20,835
City of Grand Terrace	\$21,219
City of Grass Valley	\$21,254
City of Greenfield	\$26,964
City of Guadalupe	\$20,820
City of Half Moon Bay	\$21,210
City of Hawaiian Gardens	\$21,422
City of Hawthorne	\$123,637
City of Hayward	\$223,823
City of Hemet	\$120,150
City of Hercules	\$37,480
City of Hermosa Beach	\$28,442
City of Hesperia	\$136,396
City of Hidden Hills	\$20,188
City of Highland	\$78,625
City of Holtville	\$20,613
City of Hughson	\$20,718
City of Huntington Beach	\$278,482
City of Huntington Park	\$84,089
City of Imperial	\$29,623
City of Indian Wells	\$20,534
City of Industry	\$20,042

Applicant	Award Amount
City of Irvine	\$383,742
City of Irwindale	\$20,142
City of Jurupa Valley	\$153,370
City of Kerman	\$23,745
City of King City	\$22,137
City of Kingsburg	\$21,286
City of La Canada Flintridge	\$29,489
City of La Habra	\$89,545
City of La Mesa	\$84,993
City of La Mirada	\$69,565
City of La Palma	\$22,792
City of La Puente	\$57,524
City of La Quinta	\$59,159
City of La Verne	\$47,655
City of Lafayette	\$36,767
City of Laguna Hills	\$44,821
City of Laguna Niguel	\$92,870
City of Laguna Woods	\$23,629
City of Lake Elsinore	\$92,298
City of Lake Forest	\$120,168
City of Lakewood	\$114,080
City of Lancaster	\$228,449
City of Larkspur	\$21,199
City of Lawndale	\$47,128
City of Lemon Grove	\$38,158
City of Lemoore	\$38,812
City of Lindsay	\$21,287
City of Livermore	\$129,580
City of Lomita	\$29,823
City of Lompoc	\$60,915
City of Long Beach	\$660,196
City of Los Alamitos	\$21,134
City of Los Altos	\$44,027
City of Los Banos	\$61,445
City of Lynwood	\$99,511
City of Malibu	\$21,134
City of Manhattan Beach	\$50,437
City of Manteca	\$124,088
City of Marina	\$31,922
City of Martinez	\$52,930
City of Maywood	\$40,025
City of Mendota	\$21,224
City of Menifee	\$141,516
City of Menlo Park	\$50,108
City of Merced	\$129,234

Applicant	Award Amount
City of Mill Valley	\$21,535
City of Millbrae	\$32,752
City of Milpitas	\$107,661
City of Mission Viejo	\$133,671
City of Modesto	\$310,078
City of Monrovia	\$55,258
City of Montebello	\$89,694
City of Monterey	\$41,028
City of Monterey Park	\$86,123
City of Moorpark	\$51,738
City of Moreno Valley	\$296,171
City of Mountain View	\$117,739
City of Murrieta	\$163,340
City of Napa	\$112,923
City of National City	\$89,461
City of Needles	\$20,526
City of Newark	\$69,886
City of Newport Beach	\$122,038
City of Norco	\$37,822
City of Norwalk	\$149,559
City of Novato	\$76,407
City of Oakdale	\$33,778
City of Oakland	\$614,794
City of Oakley	\$61,481
City of Oceanside	\$250,127
City of Ojai	\$20,731
City of Ontario	\$257,526
City of Orange	\$194,618
City of Orinda	\$27,916
City of Oroville	\$26,204
City of Oxnard	\$289,476
City of Pacific Grove	\$22,925
City of Pacifica	\$54,428
City of Palm Desert	\$76,979
City of Palm Springs	\$68,329
City of Palo Alto	\$96,378
City of Paramount	\$78,823
City of Parlier	\$23,336
City of Pasadena	\$205,808
City of Patterson	\$33,872
City of Perris	\$112,331
City of Pico Rivera	\$90,036
City of Piedmont	\$21,110
City of Pinole	\$28,327
City of Pittsburg	\$106,019

Applicant	Award Amount
City of Placentia	\$73,147
City of Placerville	\$21,070
City of Pleasant Hill	\$49,133
City of Pleasanton	\$111,477
City of Point Arena	\$20,043
City of Pomona	\$214,282
City of Porterville	\$84,983
City of Poway	\$69,995
City of Rancho Cordova	\$113,297
City of Rancho Cucamonga	\$247,840
City of Rancho Mirage	\$27,523
City of Rancho Palos Verdes	\$59,573
City of Rancho Santa Margarita	\$68,934
City of Redondo Beach	\$94,725
City of Redwood City	\$121,076
City of Reedley	\$37,794
City of Richmond	\$156,235
City of Ridgecrest	\$42,732
City of Rio Vista	\$20,991
City of Riverside	\$458,065
City of Rocklin	\$100,341
City of Rolling Hills	\$20,183
City of Rolling Hills Estates	\$20,796
City of Rosemead	\$77,454
City of Sacramento	\$727,761
City of Salinas	\$226,806
City of San Bernardino	\$305,846
City of San Bruno	\$64,358
City of San Buenaventura	\$149,590
City of San Carlos	\$43,047
City of San Clemente	\$91,316
City of San Dimas	\$48,950
City of San Fernando	\$35,916
City of San Gabriel	\$57,324
City of San Jacinto	\$73,283
City of San Jose	\$1,452,288
City of San Juan Capistrano	\$51,484
City of San Leandro	\$124,045
City of San Marcos	\$136,747
City of San Marino	\$21,274
City of San Mateo	\$146,250
City of San Pablo	\$44,776
City of San Rafael	\$84,201
City of San Ramon	\$119,217
City of Sand City	\$20,038

Applicant	Award Amount
City of Sanger	\$39,578
City of Santa Barbara	\$132,171
City of Santa Clara	\$185,289
City of Santa Cruz	\$80,170
City of Santa Maria	\$152,451
City of Santa Monica	\$132,049
City of Santa Paula	\$44,282
City of Santee	\$81,078
City of Sausalito	\$20,723
City of Scotts Valley	\$21,156
City of Seaside	\$46,298
City of Shafter	\$29,847
City of Sierra Madre	\$21,047
City of Signal Hill	\$21,142
City of Simi Valley	\$176,441
City of Solana Beach	\$21,359
City of Soledad	\$35,493
City of Solvang	\$20,542
City of South El Monte	\$31,042
City of South Gate	\$137,101
City of South Lake Tahoe	\$34,005
City of South Pasadena	\$37,204
City of South San Francisco	\$95,643
City of Stanton	\$56,800
City of Suisun City	\$41,733
City of Sunnyvale	\$217,816
City of Taft	\$20,702
City of Tehachapi	\$21,180
City of Temecula	\$159,957
City of Temple City	\$52,081
City of Thousand Oaks	\$177,791
City of Torrance	\$205,140
City of Tracy	\$139,987
City of Tustin	\$113,786
City of Twentynine Palms	\$43,262
City of Union City	\$103,597
City of Upland	\$111,677
City of Vacaville	\$139,198
City of Vallejo	\$167,109
City of Vernon	\$20,029
City of Villa Park	\$20,566
City of Vista	\$146,564
City of Walnut	\$43,076
City of Walnut Creek	\$101,536
City of Wasco	\$38,820

Applicant	Award Amount
City of Waterford	\$20,879
City of West Covina	\$149,841
City of West Hollywood	\$51,941
City of West Sacramento	\$77,085
City of Westlake Village	\$20,804
City of Westmorland	\$20,227
City of Whittier	\$122,505
City of Wildomar	\$53,192
City of Winters	\$20,749
City of Woodlake	\$20,792
City of Woodland	\$86,966
City of Yorba Linda	\$96,645
City of Yucaipa	\$79,434
Contra Costa County	\$246,842
Costa Mesa Sanitary District	\$168,262
Del Norte Solid Waste Management Authority <ul style="list-style-type: none"> City of Crescent City Del Norte County 	\$50,774
El Dorado County	\$228,032
Fresno County	\$240,703
Heber Public Utility District	\$20,649
Homestead Valley Sanitary District	\$20,231
Kern County	\$449,757
Las Gallinas Valley Sanitary District	\$43,309
Los Angeles County	\$1,444,427
Madera County	\$106,687
Marin County	\$95,294
Mendocino County	\$83,134
Merced County	\$131,133
Midway City Sanitary District	\$141,153
Mono County	\$20,538
Monterey County	\$151,474
Mountain House Community Service District	\$35,556
Nevada County	\$93,217
Novato Sanitary District	\$75,890
Orange County	\$181,119
Oro Loma Sanitary District	\$191,284
Pebble Beach Community Services District	\$20,442
Placer County	\$162,553
Regional Waste Management Authority <ul style="list-style-type: none"> City of Live Oak City of Marysville City of Wheatland City of Yuba City Sutter County 	\$284,735

Applicant	Award Amount
<ul style="list-style-type: none"> Yuba County 	
Riverside County	\$550,518
Rodeo Sanitary District	\$20,886
Rubidoux Community Services District	\$53,174
Sacramento County	\$833,204
San Benito County Integrated Waste Management Regional Agency <ul style="list-style-type: none"> City of Hollister City of San Juan Bautista San Benito County 	\$108,766
San Bernardino County	\$429,329
San Diego County	\$703,210
San Luis Obispo County	\$163,811
San Luis Obispo County Integrated Waste Management Authority <ul style="list-style-type: none"> California Valley Community Service District Cayucos Sanitary District City of Arroyo Grande City of Atascadero City of El Paso de Robles City of Grover Beach City of Morro Bay City of Pismo Beach City of San Luis Obispo Heritage Ranch Community Service District Nipomo Community Service District Oceano Community Service District Templeton Community Service District 	\$371,025
San Mateo County	\$92,465
Santa Barbara County	\$188,960
Santa Clara County (CEPA)	\$121,713
Santa Cruz County	\$186,699
Solano County	\$26,912
Sonoma County Waste Management Agency d.b.a. Zero Waste Sonoma <ul style="list-style-type: none"> City of Cloverdale City of Cotati City of Healdsburg City of Petaluma City of Rohnert Park City of Santa Rosa City of Sebastopol City of Sonoma Sonoma County Town of Windsor 	\$725,996

Applicant	Award Amount
Strawberry Recreation District	\$20,590
Tamalpais Community Services District	\$20,688
Tehama County Solid Waste Management Agency <ul style="list-style-type: none"> • City of Corning • City of Red Bluff • City of Tehama • Tehama County 	\$123,787
Town of Apple Valley	\$105,811
Town of Atherton	\$20,678
Town of Colma	\$20,163
Town of Danville	\$62,906
Town of Fairfax	\$20,737
Town of Hillsborough	\$21,120
Town of Loomis	\$20,669
Town of Los Altos Hills	\$20,825
Town of Moraga	\$24,734
Town of Ross	\$20,250
Town of San Anselmo	\$21,247
Town of Tiburon	\$20,930
Town of Truckee	\$23,879
Town of Woodside	\$20,553
Tulare County	\$203,512
Upper Valley Waste Management Agency <ul style="list-style-type: none"> • City of Calistoga • City of St. Helena • Napa County • Town of Yountville 	\$95,370
Ventura County	\$131,025
West Valley Solid Waste Management Authority <ul style="list-style-type: none"> • City of Campbell • City of Monte Sereno • City of Saratoga • Town of Los Gatos 	\$168,481
Yolo County	\$37,167
Total Award	<u>\$41,782,906</u>
	<u>\$42,936,276</u>

Revisions were made to the RFA because one jurisdiction qualified for round one funding that was inadvertently placed in round two funding. Seven jurisdictions did not qualify for round one funding and are subsequently moved for consideration to round two.

Deputy Director Action

On the basis of the information and analysis in this Request for Approval and the findings set out herein, I hereby conditionally approve the grant awards for the SB 1383 Local Assistance Grant Program as listed in Table 2. Each proposed grantee's award is subject to the following condition:

- The recommended grantee must pay all outstanding debts due to CalRecycle, or bring current any outstanding payments owed to CalRecycle, within 60 days of the date of the award email.

Zoe Heller

Digitally signed by Zoe
Heller
Date: 2022.05.09
13:05:22 -07'00'

Zoe Heller
Acting Deputy Director

Dated

Exhibit A

Terms and Conditions

SB 1383 Local Assistance Grant Program Fiscal Year 2021–22

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the grantee for this grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the SB 1383 Local Assistance Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

Air or Water Pollution Violation

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

Americans with Disabilities Act

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Assignment, Successors, and Assigns

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.
- (b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

Audit/Records Access

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions (Exhibit A) and Procedures and Requirements (Exhibit B) with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

Authorized Representative

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

Availability of Funds

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

Bankruptcy/Declaration of Fiscal Emergency Notification

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

Charter Cities

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

Child Support Compliance Act

For any agreement in excess of \$100,000, the grantee acknowledges that:

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

Communications

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

Compliance

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

Conflict of Interest

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person

rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

Contractors/Subcontractors

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

Copyrights

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. grantee hereby grants to CalRecycle a royalty-free, nonexclusive,

transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

Corporation Qualified to do Business in California

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

Discharge of Grant Obligations

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

Disclaimer of Warranty

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

Discretionary Termination

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

- (a) Submit a final written report describing all work performed by the grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

Disputes

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies

that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

Drug-Free Workplace Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available counseling, rehabilitation, and employee assistance programs.
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
 - (1) Receive a copy of the drug-free policy statement of the grantee.
 - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future State agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

Effectiveness of Agreement

This Agreement is of no force or effect until signed by both parties.

Entire Agreement

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

Environmental Justice

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

Failure to Perform as Required by this Agreement

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

Force Majeure

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

Forfeit of Grant Funds/Repayment of Funds Improperly Expended

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

Generally Accepted Accounting Principles

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

Grant Manager

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions

(Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

Grantee Accountability

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

Grantee's Indemnification and Defense of the State

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

Grantee's Name Change

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

In Case of Emergency

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

No Agency Relationship Created/Independent Capacity

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

No Waiver of Rights

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

Non-Discrimination Clause

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

Order of Precedence

The performance of this grant shall be conducted in accordance with the Terms and Conditions (Exhibit A), Procedures and Requirements (Exhibit B), Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of Exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

Ownership of Drawings, Plans and Specifications

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video

productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant to this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

Payment

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements (Exhibit B).
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent) retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

Personnel Costs

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

Real and Personal Property Acquired with Grant Funds

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle

approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.

- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.
- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

Recycled-Content Paper

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

Reduction of Waste

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

Reduction of Waste Tires

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

Reimbursement Limitations

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term “applicable credits” refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

Reliable Contractor Declaration

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether or any of the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](https://www.calrecycle.ca.gov/laws/regulations/title14) (https://www.calrecycle.ca.gov/laws/regulations/title14), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle’s Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

Remedies

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

Self-Dealing and Arm's Length Transactions

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

Severability

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

Site Access

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

Stop Work Notice

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

Termination for Cause

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

Time is of the Essence

Time is of the essence to this Agreement.

Tolling of Statute of Limitations

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to

CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

Union Organizing

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (B) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

Venue/Choice of Law

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

Waiver of Claims and Recourse against the State

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

Work Products

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

Workers' Compensation/Labor Code

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

Exhibit B

Procedures and Requirements

SB 1383 Local Assistance Grant

Program

First Round Funding

Fiscal Year 2021–22

Copies of these Procedures and Requirements must be shared with both the Grantee's Finance Department and the staff responsible for implementing the grant activities.

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Introduction

The Department of Resources Recycling and Recovery (CalRecycle) administers the SB 1383 Local Assistance Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, and records and audit requirements.

This document is attached to, and incorporated by reference, into the Grant Agreement.

Milestones

~~April 1, 2022~~: Grant Term Begins: Date CalRecycle sends the award email

~~October~~ November 3, 2022: Expenditure Itemization Summary 1 Due

- Covering expenses from ~~April 1, 2022~~, the Grant Term Start Date through ~~October~~ November 2, 2022

~~April~~ May 3, 2023: Expenditure Itemization Summary 2 Due

- Covering expenses from ~~October~~ November 3, 2022, through ~~April~~ May 2, 2023

~~October~~ November 2, 2023: Expenditure Itemization Summary 3 Due

- Covering expenses from ~~April~~ May 3, 2023, through ~~October~~ November 1, 2023

~~April~~ May 2, 2024: Expenditure Itemization Summary 4 Due

- Covering expenses from ~~October~~ November 2, 2023, through May 2, 2024

~~April~~ May 2, 2024: Final Report Due

- Covering activities from ~~April 1, 2022~~ the Grant Term Start Date through ~~April~~ May 2, 2024

~~April~~ May 2, 2024: Grant Term End

Note: These dates are subject to change. If they change, Grant Managers will notify the Awardees immediately.

Grants Management System (GMS)

GMS is CalRecycle's web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at [CalRecycle's WebPass page](https://secure.calrecycle.ca.gov/WebPass/) (<https://secure.calrecycle.ca.gov/WebPass/>).

Accessing the Grant

Grantees must [log in to GMS](https://secure.calrecycle.ca.gov/Grants) (https://secure.calrecycle.ca.gov/Grants) using their web pass. After logging in, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab:** Shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab:** Grantee uploads expenditure documentation.
- **Reports tab:** Grantee uploads required reports.
- **Documents tab:** Grantee uploads all other grant documents that are not supporting documents for an expenditure or a report. This section also provides access to documents that were uploaded within other sections of GMS.

Follow the instructions in GMS to work in the system. The following sections describe the reports, transactions, and supporting documents CalRecycle requires.

Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the “Allow Access” check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant, they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

Prior to Commencing Work

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

Reliable Contractor Declaration

Prior to authorizing a contractor or subcontractor to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor or subcontractor, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in [section 17050 of Title 14](https://www.calrecycle.ca.gov/Laws/Regulations/Title14/) (<https://www.calrecycle.ca.gov/Laws/Regulations/Title14/>), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor. The grantee must submit this form for each contractor and subcontractor working under the grant.

If a contractor or subcontractor is placed on the [CalRecycle Unreliable Contractor List](https://www.calrecycle.ca.gov/Funding/Unreliability/) (<https://www.calrecycle.ca.gov/Funding/Unreliability/>) after award of this grant, the grantee may be required to terminate the contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from [CalRecycle's Grant Forms web page](https://www.calrecycle.ca.gov/Funding/Forms/) (<https://www.calrecycle.ca.gov/Funding/Forms/>).

The grantee must upload a scanned copy of each signed Reliable Contractor Declaration form in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Report Type**.
3. Click the **Add Document** button.
4. Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
5. Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).

Grant Term

The Grant Term begins on ~~the date CalRecycle sends the award email April 1, 2022~~ and ends on ~~April~~ May 2, 2024. The grantee must make all grant-eligible program expenditures and incur all grant-eligible costs within this period. Expenditures made or costs incurred prior to ~~April 1, 2022~~ the grant term start date or after the grant term end date will be considered ineligible.

The Final Report, final Expenditure Itemization Summary, and Certification Document are due on ~~April~~ May 2, 2024.

Eligible Costs

Grantees may incur eligible costs only during the Grant Term, which starts on the date CalRecycle sends the award email and ends on May 2, 2024 ~~April 1, 2022 and ends April 2, 2024~~. All grant expenditures must be for activities, products, and costs specifically included in the approved Budget. Costs must be incurred after the term start date. All services must be provided and goods received during this period in order to be eligible costs.

Eligible costs include:

- Personnel
 - Consultants
 - Safety Equipment
 - Vehicles/Trucks
 - For compost procurement activities - Vehicles/tractors, turf tires, forklifts or compost slingers
- Note:** The Grantee needs to own and control the vehicle, however they may allow participants to use the vehicle for grant implementation purposes only.
- Education and Outreach materials
 - Print Media
 - Television, radio, video, and social media
 - Materials offered in other languages
 - Door-to-Door Outreach
 - Signage
 - Recordkeeping or tracking software
 - Software to match donor with food bank
 - Recordkeeping/reporting software
 - Procurement tracking software
 - Apps for food recovery
 - Inspections and Enforcement
 - Training
 - Tablet/Electronic Devices (seven inches or more measured diagonally) used for the purposed of organic tracking and Education and Outreach
 - Maximum price of \$500 (excluding sales tax) and limit to one (exceptions may be approved on a case-by-case basis)
 - Accessories used for security, protection, and charging

- Equipment
 - For larger items, The Grantee needs to own and control the equipment, however, they may allow participants use of said equipment for grant implementation purposes.
- Bins (green and blue only) and lids
 - Includes, but is not limited to, curbside, small household food waste pail, labeling, and liners
- Procurement of recovered/recycled organic products
- Equipment
 - Food distribution - included refrigeration, coolers, and packing materials

Ineligible Costs

Any costs not specifically included in the approved Budget and not directly related to grant implementation will be considered ineligible. The grantee should contact the Grant Manager if clarification is needed.

Ineligible costs include, but are not limited to:

- Costs incurred prior to ~~April 1, 2022~~ the Term Start Date or after ~~April~~ May 2, 2024
- Development, purchase, or distribution of strictly promotional give-away items [Stuff We All Get](https://www.calrecycle.ca.gov/Funding/SWAG/), (SWAG) (<https://www.calrecycle.ca.gov/Funding/SWAG/>)
- Purchase or lease of land or buildings
- Equipment or services not directly related to grant implementation
- Food dehydrators or liquefiers
- Disposal costs
- Costs currently covered by or incurred under any other CalRecycle loan, grant, or contract
- Cell phones
- Purchase of data plans and/or mobile service plans/hotspots
- Costs related to website host and web page domain
- Audit expenses
- Sponsorship or licensing fees for events/programs
- Out-of-state travel
- Conferences and symposiums
- Food or beverages (e.g., as part of meetings, workshops, or events)
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
 - Refer to the [Memorandum](https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx) (<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>) for travel policies.
 - Reimbursement rates are subject to change at any time by the State of California without prior notification.
- Personnel costs not directly related to grant activities
- Fines or penalties due to violation of federal, state, or local laws, ordinances, or regulations
- Any costs for construction projects by charter cities prohibited by Labor Code section 1782
- Any costs not consistent with local, state, or federal laws, guidelines, and regulations

- The total amount of indirect costs charged to the grant shall not exceed 10 percent of the grant funds reimbursed. These costs are expenditures not capable of being assigned or not readily itemized to a particular project or activity but considered necessary for the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services, and administrative salaries as well as contractor's indirect costs in their contracts, are examples of indirect costs. All indirect costs charged to the grant must be associated with grant activities.
- Costs deemed unreasonable or not related to the project by the Grant Manager

Modifications

The grantee must submit any proposed revision(s) to the project in writing to the Grant Manager. The grantee may not incur costs or make expenditures based on the revision without first receiving the Grant Manager's written approval. Proposed revisions must be accompanied by a summary of proposed changes or modifications, including justification for the proposed changes. If approved, the Grant Manager will upload the final revised changes to GMS and notify the grantee. The grantee should retain the approval document(s) for audit purposes. See the "Audit Record/Access" section of the Terms and Conditions (Exhibit A).

Acknowledgements

The grantee shall acknowledge CalRecycle's support each time a project is funded, in whole or in part, by this Agreement is publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan.

The following items require acknowledgement of funding from CalRecycle and pre-approval from the CalRecycle Grant Manager prior to incurring the expense:

- All television, radio and video scripts
- Functional premiums, if the per unit price is greater than \$6.00
- Advertisements
- Audio and/or visual material
- Brochures
- Newspaper ads
- Pamphlets
- Other outreach

All publicity and education materials must include the following:

1. "Funded by a grant from CalRecycle." Exception: The acknowledgement line is not required on small items where space constraints would not allow for this line or if it would interfere with the message.
 - There are two acceptable Spanish translations: "Financiado por una beca del CalRecycle" or "Patrocinado por fondos del CalRecycle." For other languages, the Grantee must work with a certified translator or person fluent in reading and writing that language. All exceptions must be pre-approved in writing by the CalRecycle Grant Manager.

2. [CalRecycle logo](https://www.calrecycle.ca.gov/gallery/) (<https://www.calrecycle.ca.gov/gallery/>) as reflected on the CalRecycle website, can be obtained from the Office of Public Affairs at opa@calrecycle.ca.gov.
3. Press Releases – the only requirement is to place the name of “CalRecycle” as an acknowledgement in the body of the release.

Reporting Requirements

The Grant Agreement requires a Final Report; however, the Grant Manager may require additional status information at any time during the Grant Term. Failure to submit the Final Report with appropriate documentation by the due date may result in forfeiture by the grantee of any unspent funds received under this agreement, and repayment of all funds to CalRecycle.

The grantee must upload all reports in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above).

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
 - Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.
 - The maximum allowable file size for each document is 35MB.
5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

Failure to comply with the specified reporting requirements may be considered a breach of the Grant Agreement and may result in the termination of the Grant Agreement, and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. The grantee must report any problems or delays immediately to the Grant Manager.

Electronic and Original Signatures

CalRecycle now allows for certified e-Signature or original wet signature on documents or forms that certify legally binding information.

Note: E-signatures must include the first and last name of the Signature Authority, be in the Adobe Digital ID format (or through another certified digital signature program) and cannot be the “Fill and Sign” function within Adobe. Any documents using the “Fill and Sign” method is considered incomplete and may be sent back to the grantee.

If you have questions, email grantassistance@calrecycle.ca.gov.

Progress Report

Grantees with awards over \$1,000,000 will need to collect and submit information on any jobs created or paid by the grant on a bi-annual basis. Grant Managers will work with Grantees on when and how to submit the information. CalRecycle will provide a report template at a later date. Progress reports must include the following:

- Jobs
 - Provide number of jobs created and paid for in whole or in part by this grant during the reporting period. Include job title or classification, job permanence, total project work hours, hourly pay rates or salaries, as well as benefits from the job, such as healthcare, paid vacation or sick leave and hiring strategy.
- Jobs provided to members of Priority Populations.
 - In addition to the item, above, provide the same jobs information for any positions filled by members of priority populations. More information about Priority Populations can be found at [California Air Resources Board Priority Population Investments webpage](http://www3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm) (www3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm).

Note: This requirement is subject to change at CalRecycle's discretion. If any reporting requirement changes, Grant Managers will notify the Awardees.

Final Report

The Final Report is due ~~April~~ **May 2, 2024 (report template will be provided at a later date)**. This report should cover grant activities **from April 1, 2022 the Term Start Date** through **April May 2, 2024**. The grantee must include the following items in the Final Report:

1. The Grant Number, grantee's name, and Grant Term.
2. The following disclaimer statement on the cover page:

"The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."

Note: This requirement is subject to change at CalRecycle's discretion. If any reporting requirement changes, Grant Managers will notify the Grantees.

Grant Payment Information

- CalRecycle will make grant payments to only the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit.
- The grantee must provide a [Reliable Contractor Declaration \(CalRecycle 168\)](https://www.calrecycle.ca.gov/Funding/forms/) (https://www.calrecycle.ca.gov/Funding/forms/) signed under penalty of perjury by the grantee's contractors and subcontractors in accordance with the "Reliable Contractor Declaration" section of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to

commencement of work. See the “Reliable Contractor Declaration” section in Terms and Conditions (Exhibit A) for more information.

Expenditure Itemization Summary and Documentation

The grantee must submit the EIS and Certification Document (a template will be provided at a later date) in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above). Please refer to the “Milestones” section (above) for required due dates.

- **Expenditure Itemization Summary (EIS)**
 - All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the grantee’s Budget tab.
 - Grantees are required to maintain supporting documentation pertaining to the EIS and may be required to provide them at the request of the Grant Manager at any time.
- **Certification Document**
 - The Signature Authority will need to certify under penalty of perjury that information provided in the EIS is correct.

Note: This requirement is subject to change at CalRecycle’s discretion. If any expenditure reporting requirement changes, Grant Managers will notify the Awardees.

Failure to submit the EIS and Certification Document by the due date may result in the forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

To submit an EIS:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
 - a. Choose **Advance Reconcile** for the **Transaction Type** and enter the amount spent in each budget subcategory.
 - b. When the transaction is complete, click the **Save** button.
 - c. After the transaction is saved, the **Upload Supporting Documents** button will appear in the lower right corner.
3. Click the **Upload Supporting Documents** button.
 - a. Choose the **Document Type**, enter a **document title**, click the **Browse** button to search and upload the document, and then **Save**.
 - b. Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
 - c. The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.

Note: Once a transaction is saved, select the transaction number from the **Payment Request** tab to access it again. Please do not create multiple transactions for the same requested funds.

Unspent Funds

Funds that are unspent at the end of the grant term must be returned by check to CalRecycle by ~~May 16, 2024~~ June 15, 2024. Checks should be made payable to the Department of Resources Recycling and Recovery. Checks must contain the Grant Number (i.e., OWR1-21-xxxx), specify “SB 1383 Local Assistance Grant Unspent Funds,” and be mailed to:

CalRecycle Accounting
SB 1383 Local Assistance Grant Unspent Funds
PO Box 4025
Sacramento, CA 95812-4025

Unspent funds due to CalRecycle but left unpaid may result in ineligibility for future grant and payment program funding. If there are questions or other issues related to expenditures, work with your Grant Manager to resolve these issues.

Audit Considerations

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after Final Report approval date or Grant Term end date, whichever is later. CalRecycle may stipulate a longer period of records retention in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, Expenditure Itemization Summary forms, payment supporting documentation, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices, and cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-762

Meeting Date: 6/21/2022

TITLE:

BUSINESS IMPROVEMENT AREA (BIA) REAUTHORIZATION, RESOLUTION TO LEVY ANNUAL ASSESSMENT

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: ALMA REYES, ASSISTANT TO THE CITY MANAGER

CONTACT INFORMATION: ALMA REYES, ASSISTANT TO THE CITY MANAGER (714) 754-5090

RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct a public hearing regarding the Business Improvement Area (BIA) reauthorization and levy of the annual assessment for Fiscal Year 2022-2023.
2. Adopt Resolution No. 2022-XX, confirming the annual report filed by Travel Costa Mesa and levying an annual assessment for Fiscal Year 2022-23 for the Business Improvement Area (BIA) covering certain Costa Mesa hotels and motels (Attachment 1).
3. Approve the use of \$164,000 in Federal American Rescue Plan Funds as revenue recovery for City activities, programs and events, until annual hotel tax and BIA revenues are restored to normal levels.

BACKGROUND:

The Parking and Business Improvement Area Law of 1989 (Streets and Highways Code section 36500, *et seq.*) enables cities to impose an assessment fee on businesses within an area designated by the City.

On July 5, 1995, the City Council adopted Ordinance No. 95-9 to establish a Business Improvement Area (BIA) for the purpose of assisting the hotel and motel industry in its promotion of tourism within the City. In June 2017, the City Council adopted Ordinance 17-10, which amended Section 3 of Ordinance No. 95-9, clarifying voluntary participation in the BIA and improvements and activities to be funded by the revenue collected from the levy of assessment.

The City entered into an agreement with the Costa Mesa Tourism and Promotion Council to develop and administer the BIA. In 2001, the Costa Mesa Conference & Visitor Bureau (CVB), now known as Travel Costa Mesa (TCM), became the administrator of the BIA.

In accordance with TCM bylaws, TCM's Board of Directors is currently comprised of eleven (11) General Managers from the eleven (11) participating hotels and motels, one member of the City Council, and the City Manager's designee.

Since November 2010, the City has levied a three percent (3%) special assessment on the eleven (11) participating hotels in the BIA based on the sale of overnight guestroom stays in the partner hotels (2,375 total available rooms). The levy is transmitted by the hotels to the City and ninety-nine percent (99%) of the assessment is remitted to TCM. The remaining one percent is retained by the City to offset administrative costs.

At the May 17, 2022, City Council meeting, the City Council approved a resolution declaring the intention to levy an annual assessment for Fiscal Year 2022-2023 and set a public hearing for June 21, 2022, at 7 p.m. Staff mailed out notices, including a copy of the resolution, to all hotel and motel owners on file with the City. Hotel and motel owners were notified of the proposed assessment renewal and their opportunity to protest the annual assessment or raise other concerns regarding the BIA.

ANALYSIS:

Property owners will be provided an opportunity to speak in support of, protest the annual assessment, and/or address any concerns regarding the BIA at the public hearing. The City Council will vote to adopt or deny the resolution levying an annual assessment for the upcoming fiscal year, and makes the ultimate decision as to the size of and the properties to be included in the BIA. Upon the approval of the annual assessment, the three percent (3%) assessment is collected along with the City's Transient Occupancy Tax (TOT). The hotels and motels included in the BIA are required to itemize the BIA levy as a separate assessment. The staff at TCM manage the day-to-day activities and provide all services to administer the BIA.

Per the agreement between the City of Costa Mesa and TCM, and as required by Streets and Highways Code section 36533, TCM is required to provide an annual report describing the programs and activities implemented during the previous fiscal year as well as the status of the programs and activities implemented during the current fiscal year. In addition to the annual report, TCM staff has prepared a video presentation that highlights objectives and accomplishments during the previous year and provides a status update of ongoing activities and future promotional and marketing plans that help attract visitors to Costa Mesa.

Highlights of the 2021-2022 Fiscal Year

Travel Costa Mesa continues its dedication to showcasing the City of Costa Mesa as the City of the Arts™ and further enhancing the City's brand as a premier destination city in Orange County. Their efforts included innovative ways to partner with influencers and content creators to amplify messaging across various platforms, summer and holiday co-ops with Visit California, and meetings guide videos.

Despite the varied opportunities for economic activity within the tourism industry, due to the Delta and Omicron COVID-19 variants in the fall and winter of 2021, TCM continued its efforts in marketing, media and communications relations, and group sales.

TCM's website increased new website users by 6.73% and page views by 5.05% over the calendar year. Organic search traffic grew considerably due to search engine optimization efforts, gaining 140.50% year over year.

Media and community relations continued with influencers and traditional publication sites, such as Benzinga, MarketWatch, Yahoo Finance, Voice of OC, Los Angeles Times, Daily Pilot, StreetInsider, Michelin Guide, Visit California, and more. TCM's press releases throughout this time generated over 361.6 million cumulative impressions, a 31.5% increase from the previous fiscal year.

Group sales continued with partner hotels, where TCM generated over 200 leads, representing over 800,000 room nights, and booked 25 meetings and events with 4,799 rooms at partner hotels.

ALTERNATIVES:

City Council may choose not to adopt the resolution, which will prevent the City from levying an annual assessment for the upcoming fiscal year.

FISCAL REVIEW:

According to the audit report, TCM's cash equity as of June 30, 2021 totaled \$2,219,851. Based on the 2021-22 annual report, TCM is forecasting to come in at \$2.184 million in income for the current fiscal year. As of February 2022, BIA revenues were at \$1.592 million, a 125% increase from the previous fiscal year. However, FY 21-22 forecasting shows a 6% decrease compared to FY 19-20.

The City receives one percent (1%) of the BIA revenue/assessment as partial reimbursement for its collection and administrative costs. The one percent (1%) allocated to the City for reimbursement is estimated at \$21,840 for the 2021-2022 Fiscal Year.

Since 2014, TCM has also provided funding to the City to support community-wide marketing and community events that attract many visitors to Costa Mesa under a Professional Services Agreement (PSA). The City began budgeting the TCM Community Events Programing for a total of \$164,000 within the City's financial system. This budget typically is added annually as an addendum to the existing Professional Services Agreement between the City and TCM, approved by City Council at a public hearing.

In March 2020, the COVID-19 pandemic triggered suspension of all community events and a majority of City programs. The on-going pandemic had a significant financial impact on TCM's operational budget, resulting in the suspension of TCM's community events budget for Citywide marketing and support of community events, for example, ARTventure, Annual Snoopy House, Summer Concerts in the Park and more.

Although the TCM community event funds were not available during FY 20-21 and FY 21-22, City staff managed to host community events, following all State and Federal COVID-19 guidelines. The expenses for the events, historically funded by TCM, were absorbed in the General Fund from vacancy savings.

As the country emerges from the pandemic and State guidelines loosened, the City intends to resume all special community events and marketing efforts to pre-pandemic levels. However, in order

to provide an additional year of revenue recovery to pre-pandemic levels, staff recommends the use of \$164,000 from American Rescue Plan Funds as revenue backfill to funds these events as annual Hotel Tax and BIA revenue has not fully recovered.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council's continuous efforts to promote the City of Costa Mesa for its rich and vibrant community that offers many attractions for residents, visitors and businesses.

CONCLUSION:

State law mandates the specific procedure to be followed in the establishment of business improvement areas and the levying of a voluntary annual assessment. Adoption of the attached resolution is the final step in the reauthorization of the BIA assessment, and the City Council must adopt the proposed resolution before an annual assessment can be levied for Fiscal Year 2022-2023.

Therefore, staff recommends that the City Council:

1. Conduct a public hearing regarding the Business Improvement Area (BIA) reauthorization and levy of the annual assessment for Fiscal Year 2022-2023.
2. Adopt Resolution 2022-xx, confirming the annual report filed by Travel Costa Mesa and levying an annual assessment for Fiscal Year 2022-23 for the Business Improvement Area covering certain Costa Mesa hotels and motels (Attachment 1).
3. Approve the use of \$164,000 in Federal American Rescue Plan Funds as revenue recovery for City activities, programs and events, until annual hotel tax and BIA revenues are restored to normal levels

RESOLUTION NO. 2022-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA,
CONFIRMING THE ANNUAL REPORT FILED BY TRAVEL COSTA MESA AND LEVYING AN
ANNUAL ASSESSMENT FOR FISCAL YEAR 2022-2023 FOR A BUSINESS IMPROVEMENT
AREA COVERING CERTAIN COSTA MESA HOTELS AND MOTELS**

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

WHEREAS, in adopting the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code §§ 36500 *et seq.*), the California Legislature authorized cities to levy assessments on businesses in order to promote economic revitalization and tourism, to create jobs, attract new businesses, and prevent erosion of business districts; and

WHEREAS, on July 5, 1995, by Ordinance No. 95-9, the City Council adopted a business improvement area, commonly known as the Costa Mesa Tourism & Promotion Business Improvement Area ("BIA"), the purpose of which is to promote tourism to the City and to fund programs and activities that benefit the hotel and motel businesses within the City of Costa Mesa; and

WHEREAS, the eleven (11) hotels and motels listed in Exhibit A, attached hereto and incorporated herein by this reference, are currently subject to the assessment; and

WHEREAS, the City Council appointed the general managers of the 11 hotels and motels subject to the assessment to serve as the advisory board as required by California Streets and Highways Code Section 36530; and

WHEREAS, said advisory board is known as Travel Costa Mesa ("TCM"); and

WHEREAS, the City Council has voted to continue the special assessment for the BIA each year since its inception, and it has been levied upon the 11 hotel and motel businesses listed in Exhibit A; and

WHEREAS, in January 2000, the City Council approved an increase in the assessment, raising the assessment from one percent (1%) to two percent (2%) based on the sale of overnight room stays; and

WHEREAS, in November 2010, the City Council approved an increase in the assessment, raising the assessment from two percent (2%) to three percent (3%) based on the sale of overnight room stays; and

WHEREAS, the City desires to levy and collect a three percent (3%) assessment within the BIA for Fiscal Year 2022-2023; and

WHEREAS, on May 17, 2022, the City Council adopted Resolution No. 2022-23, a resolution of intention to levy an assessment for Fiscal Year 2022-2023, pursuant to California Streets and Highways Code Section 36534; and

WHEREAS, the City Council has conducted a public hearing pursuant to California Streets and Highways Code Section 36535; and

WHEREAS, the City Council now desires to confirm the annual report as filed by TCM and adopt this Resolution to levy the assessment for the 2022-2023 Fiscal Year.

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

Section 1. Annual Report. The City Council hereby confirms the annual report on the Business Improvement Area as originally filed by Travel Costa Mesa in accordance with California Streets and Highways Code § 36535. The report shall be kept on file in the City Clerk's Office.

Section 2. Assessment. An annual assessment for the BIA shall be levied pursuant to California Streets and Highways Code §§ 36500 *et seq.* The boundaries of the territory are the 11 motels and hotels listed in Exhibit A. The amount of the annual assessment is three percent (3%) based on the sale of overnight room stays. New hotel and motel businesses commenced after the effective date of the resolution levying the assessment will be exempt from the levy of assessment pursuant to California Streets and Highways Code § 36531.

Section 3. Types of Activities to Be Funded. The type or types of activities to be funded by and through the annual levy of assessments on businesses within the Costa Mesa Tourism & Promotion Council Business Improvement Area are specified in the referenced annual report and Exhibit B, attached hereto and incorporated herein.

Section 4. Reporting and Remitting to the City of Costa Mesa Finance Department. Each hotel/motel owner shall separate the Business Improvement Assessment from the Transient Occupancy Tax on guest billing statements. The specific term "Business Improvement Assessment" shall be included on the billing to identify the assessment amount. The hotel/motel owner shall collect and subsequently remit the assessment to the Costa Mesa Finance Department at the same time and manner as the Transient Occupancy Tax. A ten percent (10%) penalty and half percent (0.5%) interest will be assessed on late remittances.

Section 5. Method and Basis of Levy. To allow each business owner to estimate the amount of the assessment to be levied against his or her business, the method and basis of levying the assessment are set forth in the annual report relative to the Business Improvement Area, Ordinance No. 95-9, and Exhibit B.

PASSED AND ADOPTED this 21st day of June, 2022.

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. 2022-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 June, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 21st day of June, 2022.

Brenda Green, City Clerk

EXHIBIT A

The Business Improvement Area (“BIA”) benefit zone encompasses the entire City of Costa Mesa boundaries. It is anticipated that the entire City, including businesses and residents, will benefit from increased revenues generated by the activities financed by the BIA assessment.

The following businesses will be included in the BIA that is established pursuant to California Streets and Highways Code §§ 36500 *et seq.*, the businesses commonly known as:

Avenue of the Arts, A Tribute Portfolio Hotel

Property Address: 3350 Avenue of the Arts, Costa Mesa

Business Owner: Rosanna Inc.
3350 Avenue of the Arts
Costa Mesa, CA 92627

Property Owner: Rosanna Inc.
3350 Avenue of the Arts
Costa Mesa, CA 92627

Ayres Country Inn & Suites

Property Address: 325 Bristol Street, Costa Mesa

Business Owner: Newport Country Inn & Suites, Inc.
355 Bristol Street, Suite A
Costa Mesa, CA 92626

Property Owner: Newport Country Inn & Suites, Inc.
355 Bristol Street, Suite A
Costa Mesa, CA 92626

Best Western Plus Newport Mesa Inn

Property Address: 2642 Newport Boulevard, Costa Mesa

Business Owner: James Hsuen
Shang-Pu Lee
2642 Newport Boulevard,
Costa Mesa, CA 92627

Property Owner: James Hsuen
Shang-Pu Lee
2642 Newport Boulevard,
Costa Mesa, CA 92627

Crowne Plaza

Property Address: 3131 Bristol Street, Costa Mesa

Business Owner: Brighton Management
20342 SW Acacia St.
Newport Beach, CA 92660

Property Owner: Bright Bristol Street LLC
3131 Bristol Street
Costa Mesa, CA 92626

Hilton

Property Address: 3050 Bristol Street, Costa Mesa

Business Owner: Ashford TRS CM LLC
14185 Dallas Parkway, Suite 1100
Dallas, TX 75254

Property Owner: Remington Lodging & Hospitality LP
14185 Dallas Parkway, Suite 1100
Dallas, TX 75254

Holiday Inn Express Hotel & Suites

Property Address: 2070 Newport Boulevard, Costa Mesa

Business Owner: Narendra B. Patel
2070 Newport Blvd.
Costa Mesa, CA 92667

Property Owner: Narendra B. Patel
2070 Newport Blvd.
Costa Mesa, CA 92667

Costa Mesa Marriott

Property Address: 500 Anton Boulevard, Costa Mesa

Business Owner: Starwood Capital Group
591 West Putnam Avenue
Greenwich, CT 06830

Property Owner: HEI Hotels & Resorts
101 Merritt 7 Corporate Park, 1st Floor
Norwalk, CT 06851

OC Hotel Costa Mesa (Formerly BLVD Hotel)

Property Address: 2430 Newport Boulevard, Costa Mesa

Business Owner: Sai Hospitality Services, LLC
11556 Manchester Way
Porter Ranch, CA 91326

Property Owner: Sanjay Panchal
11556 Manchester Way
Porter Ranch, CA 91326

Ramada Inn & Suites Costa Mesa

Property Address: 1680 Superior Avenue, Costa Mesa

Business Owner: B.D. Inns Inc./Ramada Ltd.
1680 Superior Ave.
Costa Mesa, CA 92627

Property Owner: B.D. Inns Inc./Ramada Ltd.
1680 Superior Ave.
Costa Mesa, CA 92627

Residence Inn by Marriott

Property Address: 881 Baker Street, Costa Mesa

Business Owner: Marriott International
10400 Fernwood Rd.
Bethesda, MD 20817

Property Owner: BRE Select Hotels and Resorts
6201 15th Avenue
Brooklyn, NY 11219

The Westin South Coast Plaza Hotel

Property Address: 686 Anton Boulevard, Costa Mesa

Business Owner: Host Hotels & Resorts
6903 Rockledge Dr., Suite 1500
Bethesda, MD 20817

Property Owner: CJ Segerstrom & Sons
c/o South Coast Plaza
686 Anton Boulevard
Costa Mesa, CA 92626

EXHIBIT B

The BIA assessment will be used to fund Travel Costa Mesa ("TCM"). TCM will fund activities to promote tourism in Costa Mesa and will sponsor related tourist events that benefit the hotel and motel businesses within the City.

Revenue

A three percent (3%) levy will be assessed against each of the 11 hotels listed in Exhibit A, based on the net revenue from the sale of overnight room stays.

Business owners shall pay the assessment to the Costa Mesa City Finance Department on a monthly basis. A penalty and interest shall be assessed on late payments.

Note: New hotel and motel businesses commenced after the effective date of this resolution will be exempt from the levy of assessment.



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-758

Meeting Date: 6/21/2022

TITLE:

INTRODUCTION OF AN ORDINANCE TO APPROVE CODE AMENDMENT CO-2022-XX, AMENDING PORTIONS OF TITLE 10 OF THE COSTA MESA MUNICIPAL CODE PERTAINING TO PARKING BY PERMIT ONLY AND TO AUTHORIZE RELATED FEES

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ TRANSPORTATION
SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

1. Introduce for first reading, by title only, Ordinance No. 2022-xx, to approve Code Amendment CO-2022-xx, amending portions of Title 10 of the Costa Mesa Municipal Code (CMMC) pertaining to parking by permit only and to authorize related fees.
2. Approve proposed Amendment No. 3 to the Professional Services Agreement with Dixon Resources Unlimited increasing the maximum compensation by \$60,950 for Residential Permit Parking Support Services, for a total not-to-exceed amount of \$192,950.
3. Authorize the City Manager and the City Clerk to execute the amendment and future authorized amendments to the agreement.

BACKGROUND:

The revised Residential Permit Parking (RPP) program guidelines and policies (Attachment 3) were approved by the City Council on May 3, 2022 at its regular meeting. The guiding principles employed in the development of the City's revised RPP program include:

- Equitable access: Develop equitable programs that appropriately balance the parking needs of all residents, businesses, and visitors, while enabling the on-street parking supply to serve the community fairly, and enhance access for all.
- Sustainable solutions: Implement financially sustainable strategies that modernize and streamline parking program management.
- Efficient program management: Create an efficient and adaptable parking system that is

optimized for the City's current needs, but can be incrementally updated and adjusted over time.

Key features of the new program include the following:

- RPP will be limited to areas experiencing external parking impacts from commercial areas, neighboring cities, Fairgrounds and recreational areas;
- There is no change in petition and staff review processes for RPP;
- All housing types within impacted areas are eligible for permits;
- One permit per eligible driver based on verification of residence and vehicle registration; and
- There will be an annual permit parking fee with an escalating rate structure.

At the May 3, 2022 regular meeting, City Council authorized staff and the City Attorney to initiate amendments to the Costa Mesa Municipal Code (CMMC) incorporating proposed changes to the Residential Permit Parking program and return to City Council for approval through a Public Hearing process. In addition, the City Council approved in concept the implementation of an annual residential parking permit fee with an escalating rate structure and discount for qualifying low-income residents. The proposed fee rates for the residential permit parking program will be reviewed and considered by the City Council at a future meeting.

A Professional Services Agreement with Dixon Resources Unlimited for the Citywide Parking Study of the Residential Permit Parking program was approved by the City Council on January 21, 2020 to identify viable solutions including both short-term and long-term solutions to parking impacted neighborhoods. The scope of work included extensive stakeholder input, a parking analysis of existing and future parking conditions, alternative parking management strategies and an implementation plan.

ANALYSIS:

The Proposed amendments to Title 10 of the Costa Mesa Municipal Code (CMMC) were developed to incorporate proposed changes to the Residential Permit Parking program. The proposed changes to the CMMC pertain to Parking by Permit Only and to require the payment of related fees to be adopted by the City Council. At the July 19, 2022 meeting, the City Council will review and consider establishing and adopting these residential permit parking fees.

In order to implement the revised Residential Permit Parking Program, residential permit parking management support services are needed from Dixon Resources Unlimited. Therefore, an amendment to the PSA with Dixon Resources Unlimited is proposed for their services in the implementation phase. Dixon Resources Unlimited will support the transition of the permit process, assist in implementing the updated permit program policy, provide guidance for the new permit fee structure, and ensure seamless integration with existing parking technologies. Dixon Resources Unlimited will also manage an extensive public outreach and education campaign to ensure a smooth transition for the new residential permit program.

ALTERNATIVES:

One alternative would be to not approve the ordinance. However, this would result in the Costa Mesa Municipal Code being out of compliance with revised Council-approved residential permit parking program.

Another alternative would be to not approve the proposed amendment to the PSA with Dixon Resources Unlimited. However, this would result in delays in the implementation of the revised residential permit parking program, as staff will need to secure services of another consultant for this purpose.

FISCAL REVIEW:

If approved, the initial implementation cost for the new Citywide Residential Permit Parking program is estimated to be \$220,000, included in the department's Fiscal Year 2022-23 Operating Budget. Funding of the proposed amendment to the PSA with Dixon Resources Unlimited is included in the proposed implementation cost of the new Citywide Residential Permit Parking program.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This project supports the following City Council goals:

- Achieve long-term fiscal sustainability.
- Strengthen the public's safety and improve the quality of life.
- Advance environmental sustainability and climate resiliency.

CONCLUSION:

Staff recommends the City Council:

1. Introduce for first reading, by title only, Ordinance No. 2022-xx to approve Code Amendment CO-2022-xx, amending Article 3 of Title 10 of the Costa Mesa Municipal Code (CMMC) pertaining to parking by permit only (Attachment 1).
2. Approve proposed Amendment No. 3 (Attachment 2) to the Professional Services Agreement with Dixon Resources Unlimited increasing the maximum compensation by \$60,950 for Residential Permit Parking Support Services, for a total not-to-exceed amount of \$192,950.
3. Authorize the City Manager and the City Clerk to execute the amendment and future authorized amendments to the agreement.

(REDLINE VERSION)

ORDINANCE NO. 2022-xx**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA AMENDING ARTICLE 3 (PARKING BY PERMIT ONLY) OF CHAPTER XI (STOPPING, STANDING OR PARKING RESTRICTED OR PROHIBITED ON CERTAIN STREETS) OF TITLE 10 (MOTOR VEHICLES AND TRAFFIC) OF THE COSTA MESA MUNICIPAL CODE RELATING TO RESIDENTIAL PERMIT PARKING**

WHEREAS, the City Council of the City of Costa Mesa adopted a Residential Permit Parking Program (RPP) in January 2016; and

WHEREAS, the RPP helps to relieve parking congestion on public streets adjacent to impacted residential areas by vehicles unrelated to the neighborhood; and

WHEREAS, parking demands from single-family residential, multi-family residential, and commercial parking shortages in recent years have caused significant parking impacts on other adjacent residential neighborhoods; and

WHEREAS, the City has received significant feedback from residents and business owners related to the limited parking on public streets; and

WHEREAS, the City considered the following criteria and interests while drafting amendments to the RPP, including that there is a growing number of vehicles per household, older neighborhoods were originally designed for a lower parking demand, there is insufficient parking within multi-family communities, and many garages are used for storage; and

WHEREAS, when a single-family street becomes a newly designated residential permit parking street, vehicles are displaced and moved to other streets, and streets that are designated with residential permit parking oftentimes are less utilized since residents not living on that street are displaced and must find parking elsewhere, resulting in an unintended impact on surrounding streets; and

WHEREAS, the City caused to be conducted a Citywide Parking Study in January 2020, which engaged stakeholders, sought to understand parking challenges, evaluated the current RPP, and developed recommendations for the City's parking operations; and

WHEREAS, during the Citywide Parking Study, over 40 community members attended a community outreach meeting where they expressed support for implementing a residential parking permit fee and keeping an RPP; and

WHEREAS, the findings of the Citywide Parking Study led to the amended RPP's principles which are equitable access, sustainable solutions, and efficient program management; and

WHEREAS, the City's amended RPP is aligned with the Attorney General's opinion which recommends that cities do not distinguish among residents based on the type of dwellings in which they live when issuing residential parking permits; and

WHEREAS, the City Council held a duly noticed public hearing on Ordinance No. 2022-XX on _____, 2022, at which time it considered all evidence presented, both written and oral; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE COSTA MESA CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Article 3 (Parking by Permit Only) of Chapter XI (Stopping, Standing or Parking Restricted or Prohibited on Certain Streets) of Title 10 (Motor Vehicles and Traffic) of the Costa Mesa Municipal Code is hereby amended to read as follows:

ARTICLE 3. PARKING BY PERMIT ONLY

10-221. Parking of unpermitted vehicles prohibited.

When authorized signs have been posted pursuant to resolution of the city council and are in place giving notice of restrictions, it is unlawful and an infraction for any person to park any vehicle on any public street or alley so restricted, unless a parking permit therefor has been issued by the ~~City of Costa Mesa~~city and is displayed on the vehicle, as provided for in this article. This restriction shall not apply to police vehicles or other authorized emergency vehicles ~~and/or city-owned vehicles~~ when used for official business, or to service vehicles, clearly marked as such, while the owner or operator of the vehicle is providing a service to a residence located in that residential permit parking zone. ~~(Ord. No. 16-02, § 1, 1-19-16)~~

10-221.1. Issuance of permits to residents.

Except for emergency permits and as otherwise provided for in section 10-221.2, parking permits may be issued only to residents ~~of single-family dwellings located in the R1 Zone~~of those areas where parking has been limited or prohibited pursuant to this article ~~as a residential permit parking only zone~~as. ~~(Ord. No. 16-02, § 1, 1-19-16)~~

10-221.2. Types of permits.

(a) *Residential parking permits.*

- (1) Except as otherwise provided for in this article, a residents of a dwelling unit of a single-family dwelling or a multi-family dwelling that is located in an R1 single-

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~~family residential district on a street within an area~~ that has been designated as a residential permit parking ~~only street zone~~ may be assigned ~~issued up to one~~ (1) ~~resident parking permit per eligible driver with a maximum of three (3) permits per dwelling unit~~ obtain a maximum of three (3) residential parking permits per single family dwelling or dwelling unit by filing an application ~~therefore~~ with the public services department pursuant to the provisions of this article.

- (2) ~~A motor vehicle that has been assigned issued and displays a residential parking permit for a residential parking zone shall be permitted to stand and/or or be parked in that the residential parking permit area zone for which the permit has been assigned without being limited by the time parking restrictions established pursuant to this article. Residents of a single-family dwelling located in other than an R1 single-family residential district where such dwelling is located within two hundred fifty (250) feet of a permit parking street may obtain a parking permit for that parking zone.~~
- (3) ~~The parking permits may be color coded by parking zones established by resolution of the city council. Any parking permit issued for a specific zone shall only be valid for parking in that zone.~~

- ~~(4)(3) The number of No more than three (3) residential parking permits that shall be authorized issued to any one residence or dwelling dwelling unit is set may be set forth in the Guidelines policy unless otherwise authorized by the transportation services manager pursuant to section 10-221.3.~~

- ~~(5) For purposes of this article "single family dwelling" and "multi family dwelling" shall have the same meanings as set forth in Title 13.~~

(b) Guest parking permits.

- (1) Each resident parking permit holder may ~~obtain apply for temporary~~ guest parking permits ~~as permitted by the Guidelines~~, for use by his or her guests in ~~the a~~ parking zone where the permit holder resides by ~~filing providing filing submitting~~ an application ~~therefore with to~~ the public services department.

- ~~(2) A resident parking permit holder may receive up to a maximum of one hundred (100) guest parking permits per year per residence dwelling unit, which may be issued displayed by guests of such resident parking permit holder to his or her guest.~~

~~(2)~~

- ~~(3) A resident parking permit holder may receive apply for up to an additional twenty five (25) guest parking permits per event for specific events at the residence. Specific event permits shall have the date of the event printed on them by the public services department.~~

- ~~(4) The length of time guest permits are valid after being assigned is set forth in the Guidelines. The guest parking permit will be valid until noon on the day after the date of issuance by such resident. (Ord. No. 16-02, § 1, 1-19-16)~~

(c) Residential Permit Parking Policy.

Commented [A1]: As written, conflicts with (1)

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~~The city council, and/or the city manager and/or designee may adopt policies and/or administrative regulations to implement this article, governing including but not limited to the establishment of residential permit parking zones and, the criteria for the and and issuance, denial, revocation, of duration and/or number of permits therefore pursuant to this article, to.~~

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10-221.2.5. Definitions

Words and phrases not defined herein shall have the meanings ascribed to them in this Title 10, Title 1 and Title 13.

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Director – the director of the public services department or his or her designee.

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Permit – means a residential parking permit issued by the director pursuant to the provisions of this article.

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Residential permit parking policy or policy – means the residential permit parking policy and/or administrative regulations adopted by the city to implement this article pursuant to section 10-221(c).

Residential permit parking zone or zone – a contiguous area within the city that comprised of one or more streets and/or alleys that have been designated for parking by residents of that area only pursuant to this article.

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10-221.3. Application for permit and action thereon.

(a) To ~~be assigned obtain issued~~ a residential parking permit, the applicant shall ~~provide the following information, at minimum, to personally appear at~~ the public services department ~~and shall provide the following:~~

- (1) The applicant's full, true name and home address, and proof of residence;
- (2) The applicant's driver license; ~~and~~
- (3) ~~A valid and current vehicle registration; and license plate number for of the vehicle for which a permit is sought; and. A currently valid registration for each vehicle for which a permit is sought.~~
- (4) ~~The applicable fee; and;~~
- (3)(5) Such other information set forth in the policy.

(b) ~~The procedures for granting or denying a permit, and the procedure to appeal a denial are set forth in the adopted program guidelines on file with the Public Services Department ("Guidelines"). The denial, suspension and/or revocation of a residential parking permit and/or eligibility therefore by the director pursuant to this article may be appealed to the Planning Commission pursuant to Article 2 of Chapter IX of this Code. The transportation services manager or his designee shall grant or deny any permit applied for pursuant to this article within ten (10) business days. Any denial shall be in writing and shall state the reason for denial.~~

(c) ~~Each type of permit issued applied for and or renewed pursuant to this article, including guest parking permits, shall be subject to a permit fee or fees as established by the city council. No parking permit shall be authorized until the applicant has paid the full permit fee. The permit fee amounts shall be established by the City Council. Denial of an application pursuant to this article may be appealed to the planning commission pursuant to the procedures set forth in Chapter IX of Title 2 of this Code.~~

~~(d) Additional permits may be obtained by a permit holder for vehicles acquired after the issuance of an initial residential parking permit, upon surrender of the previously issued permit and/or upon proof that the vehicle for which it was issued has been sold or otherwise disposed of.~~

~~(e) The transportation services manager may issue more than three (3) permits to a residence or dwelling upon a verified showing by the permit holder that there is a need for additional permits due to complete use of all available off-street parking for vehicles, including garage spaces, by other vehicles owned by the permit holder or other resident of the dwelling. (Ord. No. 16-02, § 1, 1-19-16)~~

10-221.4. Replacements.

~~If a valid residential parking permit is lost or destroyed, the holder thereof may obtain a replacement permit for the same vehicle, in the same manner and for the same fee as the original permit. (Ord. No. 16-02, § 1, 1-19-16)~~

10-221.5. Description of permits and display thereof.

~~(a) The residential parking permit shall be a numbered hang-tag type placard which will be color coded based on permit parking zone and supplied by the City of Costa Mesa. It shall be suspended from the rear view mirror of the resident's vehicle at all times when the vehicle is parked on a street within the permit area.~~

~~(b) Guest permits shall be of paper, bearing the date of issue, the issuer's signature and address, and the license plate number of the permitted guest's vehicle, and shall be displayed face up on the left front dashboard at all times when the guest's vehicle is parked on a street within the permit parking area. (Ord. No. 16-02, § 1, 1-19-16)~~

10-221.6. Emergency permits.

~~The transportation services manager shall have discretionary power in case of emergency to issue to any person a parking permit for a period not exceeding three (3) consecutive days. Such permit may be either oral or written, at the discretion of the transportation services manager, and no fee shall be charged therefor. (Ord. No. 16-02, § 1, 1-19-16)~~

10-221.47. Duration of permits.

~~(a) Residential parking permits assigned pursuant to this article shall be renewed according to the adopted program guidelines on file with the Public Services Department~~

~~("Guidelines"), and shall be valid for two (2) years, unless earlier revoked or terminated, provided however that a permit shall automatically expire upon when the termination of the permit holder's residence ceases to reside in the designated residential permit-parking area zone. issued pursuant to this article shall be renewed every three (3) years, subject to the conditions and limitations set forth herein.~~

(b) No residential parking permit ~~issued assigned~~ issued pursuant to this article shall be transferable from the permit holder to any other person, nor from one vehicle to another.

~~(c) Any permit issued pursuant to this article shall be renewed every three (3) years and automatically expire upon the termination of the permit holder's residence in the designated permit-parking area.~~

~~(d) Any guest permit issued pursuant to this article shall be valid only until noon of the day following the date of issuance.~~

~~(e) Nothing in this article, nor any permit issued assigned issued pursuant hereto thereto, shall authorize a violation of subpart (a) or subpart (b) of section 10-185 of this Code.~~

~~(f) The city council may establish by resolution an expiration date for all outstanding residential and guest parking permits if the city council determines that an unacceptable number of permits are being used by nonresidents of the designated permit-parking areas zone or that permits are being used in a manner inconsistent with and/or in violation the purposes of this article. (Ord. No. 16-02, § 1, 1-19-16)~~

10-221.85. Violations.

(a) Parking a vehicle in violation of this article shall be an infraction.

(b) It shall be a violation of this article and an infraction for any person ~~to~~ falsely ~~to~~ represent himself or herself as eligible for a residential parking permit or to furnish false information in an application therefor ~~to the police department.~~

(c) It shall be a violation of this article and an infraction for any person ~~assigned issued holding~~ a residential parking permit ~~issued~~ pursuant to this article to allow the use ~~or display~~ of such permit ~~on for~~ a motor vehicle other than that for which the permit was ~~issued assigned issued~~. Any person who so uses ~~or displays~~ a residential parking permit on a motor vehicle other than that for which it was ~~assigned issued issued~~ is likewise guilty of a violation of this article, and an infraction.

(d) It shall be a violation of this article and an infraction for any person to copy, produce, or otherwise bring into existence a facsimile or counterfeit parking permit. Any person who knowingly uses ~~or displays~~ a facsimile or counterfeit parking permit, with intent to evade prohibitions or limitations on parking in a designated permit-parking area, is likewise guilty of a violation of this article, and an infraction.

(e) It shall be a violation of this article and an infraction for any person to sell to, transfer to, or exchange a parking permit with any other person except as provided for in this article. ~~(Ord. No. 16-02, § 1, 1-19-16)~~

(f). In addition to any other penalties under this article, the director may revoke, cancel or suspend a permit and/or eligibility therefore based upon a violation of subsection (b), (c), (d) and/or (e).

10-222. Parking on city property—Designation of “permit parking only” areas.

The city manager may designate portions of city-owned property other than streets, alleys or highways, for parking by permit only and may order the posting of signs bearing the legend, “Permit Parking Only.” ~~(Ord. No. 89-30, § 2, 12-4-89)~~

10-223. Same—Prohibited parking.

When authorized signs have been posted and are in place giving notice of restrictions as provided ~~herein~~ in this article, it is unlawful and an infraction for any person to park or leave parked a vehicle, ~~other than a city-owned vehicle~~, within ~~the~~ an area designated for parking by permit during the times when such parking is prohibited, other than a vehicle displaying that has been issued a valid permit or exempted pursuant to section 10-221, unless otherwise stated on the sign or between the hours of 5:00 a.m. and 5:00 p.m. on weekdays, unless a parking permit has been assigned therefor, issued by the City of Costa Mesa pursuant to this article and the adopted program guidelines on file with the Public Services Department (“Guidelines”), is displayed in or on the vehicle so as to be visible from outside the vehicle.

10-224. Same—Enforcement.

Any regularly employed and salaried police officer or police cadet, ~~designee of the chief of police~~, or any non-safety city employee empowered to issue citations pursuant to section 1-33.1 of this Code and implementing resolutions of the city council, is authorized to enforce the provisions of sections 10-221~~.52~~ through 10-224 by issuing infraction citations. ~~(Ord. No. 89-30, § 3, 12-4-89)~~

Section 2. Existing Residential Parking Permits. The city council may by resolution and upon written notice terminate any residential parking permits and/or residential permit parking zones existing at the time of adoption of this Ordinance and/or may require existing residential permit parking holders to apply for permits in compliance with the provisions of this Ordinance.

Section 3. Environmental Compliance. Pursuant to the provisions of the California Environmental Quality Act (“CEQA”) (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) the ordinance is not a “project” and further, that it can be seen with certainty that there is no possibility that the

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ordinance in question may have a significant effect on the environment, either directly or indirectly, and that therefore no environmental review under the CEQA is required, pursuant to CEQA Guidelines Section 15061(b)(3). In addition, the Ordinance is exempt pursuant to CEQA Guidelines Section 15308 (Class 8, Actions by Regulatory Agencies for the Protection of the Environment) because the adoption of this Ordinance is required to comply with state law in order to protect the environment.

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Section 4. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 5. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, State, or Federal law, regulation, or codes dealing with life safety factors.

Section 6. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

Section 7. Certification. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause the same to be posted or published in the manner as required by law.

PASSED, APPROVED AND ADOPTED this xx day of xx, 2022.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow, City Attorney

DRAFT

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 Ordinance No. 2022-xx was duly introduced and given first reading at a regular meeting of the City Council held on _____, 2022 and adopted at a regular meeting of the City Council held on the xx day of xx, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this _____ day of _____, 2022.

BRENDA GREEN, CITY CLERK

(SEAL)

(CLEAN VERSION)

ORDINANCE NO. 2022-xx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA AMENDING ARTICLE 3 (PARKING BY PERMIT ONLY) OF CHAPTER XI (STOPPING, STANDING OR PARKING RESTRICTED OR PROHIBITED ON CERTAIN STREETS) OF TITLE 10 (MOTOR VEHICLES AND TRAFFIC) OF THE COSTA MESA MUNICIPAL CODE RELATING TO RESIDENTIAL PERMIT PARKING

WHEREAS, the City Council of the City of Costa Mesa adopted a Residential Permit Parking Program (RPP) in January 2016; and

WHEREAS, the RPP helps to relieve parking congestion on public streets adjacent to impacted residential areas by vehicles unrelated to the neighborhood; and

WHEREAS, parking demands from single-family residential, multi-family residential, and commercial parking shortages in recent years have caused significant parking impacts on other adjacent residential neighborhoods; and

WHEREAS, the City has received significant feedback from residents and business owners related to the limited parking on public streets; and

WHEREAS, the City considered the following criteria and interests while drafting amendments to the RPP, including that there is a growing number of vehicles per household, older neighborhoods were originally designed for a lower parking demand, there is insufficient parking within multi-family communities, and many garages are used for storage; and

WHEREAS, when a single-family street becomes a newly designated residential permit parking street, vehicles are displaced and moved to other streets, and streets that are designated with residential permit parking oftentimes are less utilized since residents not living on that street are displaced and must find parking elsewhere, resulting in an unintended impact on surrounding streets; and

WHEREAS, the City caused to be conducted a Citywide Parking Study in January 2020, which engaged stakeholders, sought to understand parking challenges, evaluated the current RPP, and developed recommendations for the City's parking operations; and

WHEREAS, during the Citywide Parking Study, over 40 community members attended a community outreach meeting where they expressed support for implementing a residential parking permit fee and keeping an RPP; and

WHEREAS, the findings of the Citywide Parking Study led to the amended RPP's principles which are equitable access, sustainable solutions, and efficient program management; and

WHEREAS, the City's amended RPP is aligned with the Attorney General's opinion which recommends that cities do not distinguish among residents based on the type of dwellings in which they live when issuing residential parking permits; and

WHEREAS, the City Council held a duly noticed public hearing on Ordinance No. 2022-XX on _____, 2022, at which time it considered all evidence presented, both written and oral; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE COSTA MESA CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Article 3 (Parking by Permit Only) of Chapter XI (Stopping, Standing or Parking Restricted or Prohibited on Certain Streets) of Title 10 (Motor Vehicles and Traffic) of the Costa Mesa Municipal Code is hereby amended to read as follows:

ARTICLE 3. PARKING BY PERMIT ONLY

10-221. Parking of unpermitted vehicles prohibited.

When authorized signs have been posted pursuant to resolution of the city council and are in place giving notice of restrictions, it is unlawful and an infraction for any person to park any vehicle on any public street or alley so restricted, unless a parking permit therefor has been issued by the city as provided for in this article. This restriction shall not apply to police vehicles or other authorized emergency vehicles and/or city-owned vehicles when used for official business, or to service vehicles, clearly marked as such, while the owner or operator of the vehicle is providing a service to a residence located in that residential permit parking zone.

10-221.1. Issuance of permits to residents.

Except for emergency permits and as otherwise provided for in section 10-221.2, parking permits may be issued only to residents of those areas where parking has been limited or prohibited pursuant to this article as a residential permit parking zone.

10-221.2. Types of permits.

(a) *Residential parking permits.*

- (1) Except as otherwise provided for in this article, a resident of a dwelling unit within an area that has been designated as a residential permit parking zone may be issued one (1) parking permit per eligible driver by filing an application therefore with the public services department pursuant to the provisions of this article.

- (2) A motor vehicle that has been issued a parking permit for a residential parking zone shall be permitted to stand and/or park in that zone without being limited by the parking restrictions established pursuant to this article.
- (3) The number of residential parking permits that shall be authorized to any one dwelling unit may be set forth in the policy.

(b) *Guest parking permits.*

- (1) Each resident parking permit holder may apply for temporary guest parking permits for use by his or her guests in the parking zone where the permit holder resides by submitting an application therefore to the public services department.
- (2) A parking permit holder may receive up to a maximum of one hundred (100) guest parking permits per year per dwelling unit, which may be displayed by guests of such permit holder.

(c) *Residential Permit Parking Policy.* The city council, the city manager and/or designee may adopt policies and/or administrative regulations to implement this article, including but not limited to the establishment of residential permit parking zones and the criteria for the issuance, denial, revocation, duration and/or number of permits.

10-221.2.5. Definitions

Words and phrases not defined herein shall have the meanings ascribed to them in this Title 10, Title 1 and Title 13.

Director – the director of the public services department or his or her designee.

Permit – means a residential parking permit issued by the director pursuant to the provisions of this article.

Residential permit parking policy or policy – means the residential permit parking policy and/or administrative regulations adopted by the city to implement this article pursuant to section 10-221(c).

Residential permit parking zone or zone – a contiguous area within the city comprised of one or more streets and/or alleys that have been designated for parking by residents of that area only pursuant to this article.

10-221.3. Application for permit and action thereon.

(a) To be issued a residential parking permit, the applicant shall provide the following to the public services department:

- (1) The applicant's full, true name and home address, and proof of residence;
- (2) The applicant's driver license;
- (3) A valid and current vehicle registration and license plate number of the vehicle for which a permit is sought;
- (4) The applicable fee; and
- (5) Such other information set forth in the policy.

(b) The denial, suspension and/or revocation of a residential parking permit and/or eligibility therefore by the director pursuant to this article may be appealed to the Planning Commission pursuant to Article 2 of Chapter IX of this Code.

(c) Each type of permit applied for and or renewed pursuant to this article shall be subject to a fee or fees as established by the city council.

10-221.4. Duration of permits.

(a) Residential parking permits shall be valid for one (1) year, unless earlier revoked or terminated, provided however that a permit shall automatically terminate when the permit holder ceases to reside in the designated residential permit parking zone.

(b) No residential parking permit issued pursuant to this article shall be transferable from the permit holder to any other person, nor from one vehicle to another.

(c) Nothing in this article, nor any permit issued pursuant thereto, shall authorize a violation of section 10-185.

(d) The city council may establish by resolution an expiration date for all outstanding residential and guest parking permits if the city council determines that an unacceptable number of permits are being used by nonresidents of the designated permit-parking zone or that permits are being used in a manner inconsistent with and/or in violation the purposes of this article.

10-221.5. Violations.

(a) Parking a vehicle in violation of this article shall be an infraction.

(b) It shall be a violation of this article and an infraction for any person to falsely represent himself or herself as eligible for a residential parking permit or to furnish false information in an application therefor.

(c) It shall be a violation of this article and an infraction for any person issued a residential parking permit pursuant to this article to allow the use of such permit for a motor vehicle other than that for which the permit was issued. Any person who so uses a residential parking permit on a motor vehicle other than that for which it was issued is likewise guilty of a violation of this article, and an infraction.

(d) It shall be a violation of this article and an infraction for any person to copy, produce, or otherwise bring into existence a facsimile or counterfeit parking permit. Any person who knowingly uses a facsimile or counterfeit parking permit, with intent to evade prohibitions or limitations on parking in a designated permit-parking area, is likewise guilty of a violation of this article, and an infraction.

(e) It shall be a violation of this article and an infraction for any person to sell to, transfer to, or exchange a parking permit with any other person except as provided for in this article.

(f). In addition to any other penalties under this article, the director may revoke, cancel or suspend a permit and/or eligibility therefore based upon a violation of subsection (b), (c), (d) and/or (e).

10-222. Parking on city property—Designation of “permit parking only” areas.

The city manager may designate portions of city-owned property other than streets, alleys or highways, for parking by permit only and may order the posting of signs bearing the legend, “Permit Parking Only.”

10-223. Same—Prohibited parking.

When authorized signs have been posted and are in place giving notice of restrictions as provided in this article, it is unlawful and an infraction for any person to park or leave parked a vehicle within an area designated for parking by permit during the times when such parking is prohibited, other than a vehicle that has been issued a valid permit or exempted pursuant to section 10-221.

10-224. Same—Enforcement.

Any regularly employed and salaried police officer or police cadet, or any non-safety city employee empowered to issue citations pursuant to section 1-33.1 of this Code and implementing resolutions of the city council, is authorized to enforce the provisions of sections 10-221.5 through 10-224 by issuing infraction citations.

Section 2. Existing Residential Parking Permits. The city council may by resolution and upon written notice terminate any residential parking permits and/or residential permit parking zones existing at the time of adoption of this Ordinance and/or may require existing residential permit parking holders to apply for permits in compliance with the provisions of this Ordinance.

Section 3. Environmental Compliance. Pursuant to the provisions of the California Environmental Quality Act (“CEQA”) (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) the ordinance is not a “project” and further, that it can be seen with certainty that there is no possibility that the ordinance in question may have a significant effect on the environment, either directly or indirectly, and that therefore no environmental review under the CEQA is required, pursuant to CEQA Guidelines Section 15061(b)(3). In addition, the Ordinance is exempt pursuant to CEQA Guidelines Section 15308 (Class 8, Actions by Regulatory Agencies for the Protection of the Environment) because the adoption of this Ordinance is required to comply with state law in order to protect the environment.

Section 4. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 5. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, State, or Federal law, regulation, or codes dealing with life safety factors.

Section 6. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

Section 7. Certification. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause the same to be posted or published in the manner as required by law.

PASSED, APPROVED AND ADOPTED this xx day of xx, 2022.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

APPROVED AS TO FORM:

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 Ordinance No. 2022-xx was duly introduced and given first reading at a regular meeting of the City Council held on _____, 2022 and adopted at a regular meeting of the City Council held on the xx day of xx, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this _____ day of _____, 2022.

BRENDA GREEN, CITY CLERK

(SEAL)

**AMENDMENT NUMBER THREE
TO PROFESSIONAL SERVICES AGREEMENT
WITH
DIXON RESOURCES UNLIMITED**

This Amendment Number Three ("Amendment") is made and entered into this 21st day of June, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and DIXON RESOURCES UNLIMITED, a California corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement on January 21, 2020 for Consultant to provide parking consulting services (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of one (1) year, with the option to extend the term for one (1) additional one (1) year period; and

WHEREAS, City and Consultant extended the term of the Agreement through January 20, 2022 through Amendment Number One to the Agreement; and

WHEREAS, City and Consultant extended the term of the Agreement through January 20, 2023 through Amendment Number Two to the Agreement; and

WHEREAS, City and Consultant now desire to amend the Scope of Services to include additional services relating to implementation support services and solicitation and procurement support services as set forth in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, City desires to increase Consultant's maximum compensation accordingly.

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

1. The Scope of Services shall be amended to include the additional services set forth in Exhibit A.
2. Section 2.1 of the Agreement shall be amended to reflect that Consultant's total compensation shall not exceed One Hundred Ninety-Two Thousand Nine Hundred Fifty Dollars (\$192,950.00).
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

[Signature page follows.]

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

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

CONSULTANT

Julie Dixon
President

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:

Jennifer Rosales
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
ADDITIONAL SERVICES

Proposal for Parking Management Support Services

To: Jennifer Rosales, Transportation Services Manager
From: Dixon Resources Unlimited
Date: June 6, 2022
Subject: Implementation Support Services for the City of Costa Mesa

Proposed Scope of Work

Dixon Resources Unlimited (DIXON) is pleased to submit this proposal to continue to provide parking consultant services to the City of Costa Mesa (City). DIXON is currently finalizing a Residential Parking Action Plan for the City and is prepared to provide on-going parking management support as the City implements the updated residential permit parking program, transitions to a new Automated Permit Management System, and re-evaluates the existing permit parking zones. Our uniquely qualified firm specializes in supporting municipal parking and mobility programs across the country, consistently proving our ability to identify and implement operations, management, and technology recommendations to transition municipal parking operations to long-term, sustainable programs.

Parking Management Support Services

DIXON will work at the City's direction to provide parking management support services to assist in implementing the updated residential permit parking program guidelines and deploying an automated permit management system (PMS). DIXON will support the transition of the permit process, assist in implementing the updated permit program guidelines, provide guidance for the new permit fee structure, and ensure seamless integration with existing parking technologies. DIXON will also manage an extensive public outreach and education campaign to ensure a smooth transition for the new residential permit program. DIXON will also provide additional on-call support for parking related tasks as required.

DIXON's support services will extend to the following core deliverables:

1. Vendor Selection and Contract Negotiation – DIXON will support the City during the vendor selection process. DIXON will evaluate the ability to leverage additional services from existing vendors and can coordinate product demonstrations. DIXON is available to review and negotiate contract agreements.
2. Municipal Code and Permit Guidance – DIXON will finalize updates to the municipal code to prepare the City for the implementation and management of the updated program guidelines, such as virtual permitting and the permit fee.

3. Automated Permit Management System and Virtual Permit Transition – DIXON will provide project management services to assist with the transition to virtual parking permits offered through an online portal allowing the permit to be purchased from a computer or smartphone. In coordination with municipal code updates, DIXON will ensure a smooth integration with existing License Plate Recognition (LPR) technology to support an optimized permit program. By establishing the residential parking permit as a virtual permit, the license plate number becomes the permit identifier for enforcement, removing the need for physical hangtags or stickers. Virtual permits will allow the City to efficiently enforce with the use of LPR technology.

4. Public Outreach and Support – Stakeholder engagement and communications are one of DIXON’s specialties and continued outreach and education will be critical during the implementation of the updated permit program and the re-evaluation of existing permit zones. DIXON will prepare outreach materials that will be used to communicate the re-evaluation process and the new permit parking program. Input from residents, merchants, advisory groups, and decision makers will be a vital part of successfully implementing the new program. DIXON will develop and finalize a public outreach engagement strategy with the City, conduct virtual one-on-one and small group meetings, and conduct formal public meetings, including City Council presentations as required.
 - DIXON will prepare outreach materials for the re-evaluation process and the new permit parking program education campaign. Materials will include social media posts, flyers, FAQs, and draft website language.
 - DIXON will prepare and conduct up to three public outreach meetings in coordination with City staff to solicit input from interested stakeholders throughout the implementation of the PMS program.

5. Solicitation and Procurement Support Services (Optional) – DIXON can work with the City to draft an RFP specification for technology equipment and services as required. The development of technical specifications will ensure that the scope of work set forth in the selected bids will integrate with current and future parking technology software. The specification will identify solicitation objectives and prioritize deliverables with defined Service-Level Agreements (SLAs) that are supported by liquidated damages, ensuring that RFP respondents remain accountable to their performance commitments. This exercise identifies the necessary financial penalties, compliance requirements, and corrective action process to safeguard the solution and ensure system uptime, access, and revenue accountability.

In collaboration with the City, DIXON will define the phasing and evolution of the procurement process, including recommendations for schedule, submission requirements, and procurement management tools. We will clarify agreement/business terms, which will be incorporated into SLAs and/or Key Performance Indicators (KPIs), draft procurement

documents in consultation with the City, and establish a framework through which to fairly evaluate respondents.

DIXON can provide support throughout the proposal evaluation process, including coaching reviewing proposals, preparing for interviews, and coordinating various vendor technology demonstrations.

DIXON will work at the City's direction to provide implementation support and parking management services to address the City's evolving priorities and ongoing needs regarding the implementation of virtual permits, management of vendor contracts and negotiation, and extensive public outreach.

Julie Dixon, President, will serve as the main point of contact/project manager for the City and will be directly assisted by Kellie Dugdale, Associate, and other project support staff as required by the individual task.

Cost Proposal

This cost proposal is based upon a Time & Materials (T&M) approach to ensure that the project is managed in the most cost-effective and efficient manner. There is a NTE amount, and we will deliver within that budget, customizing our solution to focus on what the project needs to achieve its objectives and adapting in order to ensure that the task is completed within the agreed upon budget and timing. The budget includes all required travel or related expenses, which are based upon GSA standards and will be billed per City requirements and guidelines. Our terms are negotiable and can be customized based upon the City's priorities. The DIXON bill rate schedule for each job classification is provided below.

Classification	Labor Rate Per Hour
Principal Consultant	\$225/hour
Senior Associate	\$175/hour
Associate	\$145/hour
Junior Associate	\$105/hour

Description	Not to Exceed
Implementation Support Services	\$47,450
Solicitation and Procurement Support Services (Optional)	\$13,500 (per solicitation)



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

ATTACHMENT 3

301

May 3, 2022

CITY COUNCIL GUIDELINES AND POLICIES FOR CONSIDERATION OF INSTALLATION OR REMOVAL OF RESIDENT ONLY PERMIT PARKING

The City of Costa Mesa's Resident Permit Parking (RPP) Program was developed with the following guiding principles:

- **Equitable access:** Develop equitable programs that appropriately balance the parking needs of all residents, businesses, and visitors, while enabling the on-street parking supply to serve the community fairly, and enhance access for all.
- **Sustainable solutions:** Implement financially sustainable strategies that modernize and streamline parking program management.
- **Efficient program management:** Create an efficient and adaptable parking system that is optimized for the City's current needs, but can be incrementally updated and adjusted over time.

The RPP program is aligned with the Attorney General's opinion and develops an equitable solution that serves the needs of all Costa Mesa residents. The 2016 California Attorney General's opinion (#14-304), states ***"In issuing long-term residential parking permits, local authorities may not distinguish among residents based on the type of dwelling in which they live."***

Resident only permit parking will be limited to areas experiencing external parking demand which includes impacts from commercial areas, neighboring cities, the Orange County Fairgrounds, schools, and recreational facilities. At the onset of this RPP program, a phased renewal process will be implemented for existing residential parking permit streets from the prior RPP program (prior to 2021).

Requests for new RPP zones will be reviewed and evaluated by Transportation Services staff using the following guidelines and policies:

- Permit eligibility includes Costa Mesa residents of all housing types in compliance with the 2016 California Attorney General's opinion and removes the limitation of the program to only single family, R-1 zones.
- RPP eligibility zones are limited to areas experiencing external parking demand which includes impacts from commercial areas, neighboring cities, the Orange County Fairgrounds, schools, and recreational facilities.
- Requests for installation or removal of resident only permit parking shall be considered as a neighborhood permit zone system established with a minimum of 2,000 feet (both sides of the street included) which is about four blocks instead of on a street-by-street basis.

- When considering requests to implement resident permit parking, the City will conduct parking occupancy surveys to determine the utilization of on-street parking. A 70% parking occupancy threshold of all available on-street parking and visible off-street parking is required for consideration of new neighborhood permit zones.
- A petition signed by a majority (51% or greater) of households is required to install or remove neighborhood permit zones for resident permit parking.
 - For petitions in rental complexes, the residents, property managers, and property owners will participate in the petition survey. If the units in a multi-family property are individually owned, each owner would be included in the petitioning.
- Only one signature per household will be considered.
- Upon receipt of a valid (majority) petition for a neighborhood permit zone, the City will send notification of the resident only permit parking installation or removal request to all households in the affected neighborhood zone.
- If the Transportation Services Manager approves the install or removal of a neighborhood permit parking zone per these guidelines and policies, a recommendation will be forwarded to the City Council for final action. Once final action has been taken by the City Council, no further changes or requests for changes in resident permit parking for this neighborhood zone will be considered for a minimum period of one year.
- Resident permit parking will be implemented in accordance with the provisions of the Costa Mesa Municipal Code summarized below:
 - Replace a maximum of three (3) permits per household limit, with up to one (1) resident parking permit per eligible driver based on verification of residence and vehicle registration.
 - Permits are non-transferable and strictly associated with the vehicle's license plate number.
 - Continue to provide a maximum of one hundred (100) guest parking permits per year to each eligible household. Each guest pass is for one-time use only.
 - Parking permits are valid only for the zone in which issued.
 - An annual resident permit parking fee structure with an escalating rate structure and low cost permits for qualifying low income residents will be implemented with the amount of annual permit fees subject to change annually.

City Council Approved May 3, 2022



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-698

Meeting Date: 6/21/2022

TITLE:

APPROVAL OF AMENDMENTS TO CITYWIDE RENTAL ASSISTANCE PROGRAMS FUNDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: SUSAN PRICE, ASSISTANT CITY MANAGER
NATE ROBBINS, NEIGHBORHOOD SERVICES MANAGER

CONTACT INFORMATION: LORI KARAGUEZIAN, SENIOR MANAGEMENT ANALYST, (714) 593-5347

RECOMMENDATION:

Staff recommends the City Council:

1. Approve proposed Amendment No. 2 (Attachment 1) to the Subrecipient Agreement (SRA) with Mercy House Living Centers increasing the compensation by \$62,312, for a total Not-To-Exceed amount of \$392,633 for program administration for the City's CDBG-CV Rental Assistance Program for lower-income households without children.
2. Appropriate an allocation of \$500,000 in American Rescue Plan Act (ARPA) funds to augment the HUD funded Rental Assistance Program for Costa Mesa renters, and required ancillary services, if eligible, from this or any other Federal or City available and eligible Fund, as needed.
3. Authorize the City Manager and the City Clerk to execute any new agreements and any and all amendments to existing agreements for the augmented ARPA funding for the Rental Assistance Program to assist Costa Mesa renters to overcome housing instability.

BACKGROUND:

From March 2020 to now, the COVID-19 Pandemic has had significant economic impacts on communities. Programs designed to provide a safety net for residents have been necessary to mitigate the related impacts pertaining to food, housing and income insecurity. The information contained herein provides an update on two HUD funded rental assistance programs in the City of Costa Mesa during this period of the pandemic.

Consolidated Plan

The City of Costa Mesa, Development Services Department, submits a Consolidated Plan to HUD every five years and an Annual Action Plan every year in order to comply with HUD requirements, and continue to receive Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development.

Citywide rental assistance programs are currently funded with both CDBG-CV and HOME funding sources.

Community Development Block Grant Coronavirus (CDBG-CV)

The Coronavirus Aid, Relief and Economic Security Act of 2020 (the “Cares Act”) provided \$5 billion in Community Development Block Grant Coronavirus funding (“CDBG-CV”) to assist low-income and vulnerable Americans impacted by the Coronavirus pandemic. The U.S. Department of Housing and Urban Development (“HUD”) allocated \$2 billion of these funds to eligible jurisdictions by using the existing CDBG grant formula. The CDBG-CV program is a COVID 19 resource that was approved as a substantial amendment to the FY 2019-2020 Annual Action Plan and is not a recurring source of funding.

City Council accepted round one of CDBG-CV funds on May 26, 2020 in the amount of \$668,658 and round two of CDBG-CV funds on October 9, 2020 in the amount of \$1,168,216 for a total of \$1,836,874 in CDBG-CV funds awarded to the City.

Table 1 shows the current allocations to subrecipients under the CDBG-CV program. A total of \$842,321 is allocated to three subrecipients for the operation of CDBG-CV Rental Assistance Programs: SPIN for Families (\$457,000), Mercy House for Individuals (\$330,321), and Families Forward for Families (\$55,000). Of these amounts, a total of \$285,451 is remaining. In addition, there is a total of \$62,312 of unprogrammed CDBG CV funds that can be added to this amount to provide further assistance to needy families and individuals, for a total of \$347,763 from CDBG CV funds.

HOME Tenant Based Rental Assistance Program (TBRA)

The HOME TBRA Pilot Program was initiated as part of the 2020-2024 Consolidated Plan process with an initial allocation of \$150,000 for the program in FY 2020-2021. Families Forward was selected as the subrecipient administrator for the program in November 2020 and was subsequently allocated an additional \$150,000 in November 2021 for a total allocation of \$300,000 for the TBRA program. The agreement with Families Forward expires in November 2022 but can be extended as needed. A total of \$273,726 is remaining.

ANALYSIS:

CDBG-CV Rental Assistance Program

The City’s current CDBG-CV Rental Assistance Program subrecipient agreements include the initial program criteria set by HUD. The initial objectives and guidelines of the City’s CDBG-CV Rental Assistance Program allow for rental relief payments for residents experiencing a loss of income, directly related to COVID-19, with up to three (3) consecutive months of rental assistance, or a maximum of \$6,000 per household, whichever is less.

However, HUD revised its program guidelines to extend the period that grantees can make payments on behalf of individuals and families from three (3) consecutive months to six (6) consecutive months and authorizing the City to eliminate the maximum amount of assistance that can be provided.

Staff met with the subrecipient agencies to review the revised HUD guidelines and discuss progress with the Rental Assistance Programs. The HUD guidelines will be operationalized by the

subrecipients for the remaining duration of program, until the funds are fully expended. By increasing the rental assistance period from three months to six months, removing the \$6,000 cap to allow for assistance up to any reasonable and necessary amount, and broadening eligibility criteria to include general COVID-19 economic recovery, homelessness, and eviction prevention, the Rental Assistance Programs will become more applicable to a broader group of Costa Mesa residents and easier to administer.

Staff has also expanded outreach efforts in response to public comments in recent Council meetings by developing new flyers and targeted outreach including:

- Targeted redistribution of Spanish and English program flyers;
- Social Media Posts (i.e., Facebook, Instagram, etc.);
- Costa Mesa Minute and El Minuto de Costa Mesa episodes;
- Table at English Learner Advisory Committee (ELAC) event at Costa Mesa High School; and
- Working with community partners to get the word out about rental assistance availability (i.e., Save Our Youth, Shalimar Learning Center, Wilson Learning Center, Las Promotoras, Think Together, Melinda Hoag Smith Center for Healthy Living, NMUSD -Title 1 Campus Community Facilitators/Principals).

Throughout the pandemic, several entities administered Rental Assistance Programs that had differing eligibility criteria, documentation standards and expiration dates. The Costa Mesa providers referred eligible households to those programs, where applicable, during the contract period. The CDBG-CV programs do not expire until 2024; hence, all programs funded can be extended until the allocated funds are fully expended.

The City does not anticipate receiving any more CDBG-CV funds from HUD. The three subrecipient agencies have expended \$556,869 of the \$842,321 awarded. There is \$285,452 remaining to administer. Mercy House is the only subrecipient serving households without children and it has almost fully expended its allocation. Staff recommends that Council allocate the remaining \$62,312 of unallocated CDBG-CV funds to Mercy House, which will fully appropriate the remaining CDBG-CV program funding.

The City expects current subrecipients to expend the currently allocated funding within the next 6 to 9 months.

HOME - Tenant Based Rental Assistance (TBRA)

The initial pilot TBRA program eligibility matched the TBRA program provided by Families Forward in the City of Huntington Beach and included the following criteria:

- Assisted people experiencing homelessness or at-risk of experiencing homelessness (e.g., low income at 50% area median income (AMI) or less and fleeing domestic violence or threatened by eviction within the forthcoming 21 days);
- Provided for a maximum of 6 months of rental assistance; and
- Included a “local preference” requirement for low-income (50% AMI) /homeless families that could demonstrate 36-month prior residency in the City of Costa Mesa.

Families Forward has observed that the local residency requirement is posing a barrier to assisting

otherwise eligible families in Costa Mesa. In addition, staff noted that HUD regulations allow for rental assistance to be provided for up to 24 months and to low income families at 60% AMI. Therefore, staff is expanding the eligibility criteria to match the HUD regulations, which will broaden the group of Costa Mesa residents who are eligible for this program. Additionally, the three year residency requirement will be removed and “local preference” for families with ties to Costa Mesa will be approved on a case-by-case basis, based on more flexible criteria such as ties with family, work or school connections. Staff will continue to monitor and modify program criteria as needed to meet community need within the limits of HUD regulations. To date, Families Forward has expended \$26,274, with \$273,726 available to assist additional Costa Mesa families moving forward.

Table 2 - HOME Rental Assistance Program

HOME - TBRA	Total Award	Total Spent	Total Remaining
Families Forward	\$300,000	\$26,274	\$273,726

The following table reflects the numbers served by both rental assistance programs to date:

Table 3 - Households/Persons Assisted to Date

Rental Assistance Program	Households Assisted	Number of Persons in HH Assisted
SPIN (CDBG-CV)	45	154
Mercy House (CDBG-CV)	31	42
Families Forward (CDBG- CV)	3	12
Families Forward (HOME - TBRA)	3	8
TOTAL	82	216

The referenced revisions to both CDBG-CV and HOME-TBRA program eligibility criteria will expand the number of residents in Costa Mesa eligible for these programs. Approximately \$347,763 in CDBG -CV funds and \$273,726 in HOME-TBRA funds remain available to assist Costa Mesa individuals and families and are sufficient to fund these programs through FY 22-23.

Mercy House, the only subrecipient serving households without children, has almost fully expended its allocation.

ALTERNATIVES:

This item is administrative in nature.

FISCAL REVIEW:

Staff is recommending that the remaining \$62,312 of unallocated CDBG-CV funding be allocated to Mercy House for rental assistance to individuals.

Staff also recommends to allocate \$500,000 from the American Rescue Plan Act (ARPA) funds to augment the current Rental Assistance programs and related support services.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Diversify, Stabilize and Increase Housing to Reflect Community Needs

CONCLUSION:

Staff recommends the City Council:

1. Approve proposed Amendment No. 2 (Attachment 1) to the Subrecipient Agreement (SRA) with Mercy House Living Centers increasing the compensation by \$62,312, for a total Not-To-Exceed amount of \$392,633 for program administration for the City's CDBG-CV Rental Assistance Program for lower-income households without children;
2. Appropriate an allocation of \$500,000 in American Rescue Plan Act (ARPA) funds to augment the HUD funded Rental Assistance Program for Costa Mesa renters;
3. Authorize the City Manager and the City Clerk to execute any new agreements and any and all amendments to existing agreements for the augmented ARPA funding for the Rental Assistance Program to assist Costa Mesa renters to overcome housing instability.

**AMENDMENT NUMBER TWO
TO 2020-2021 SUBRECIPIENT AGREEMENT
AMONG THE CITY OF COSTA MESA, AS GRANTEE UNDER THE
COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS PROGRAM, THE COSTA
MESA HOUSING AUTHORITY AND MERCY HOUSE LIVING CENTERS**

This Amendment Number Two ("Amendment") is made and entered into this 21st day of June, 2022 ("Effective Date"), by and among the CITY OF COSTA MESA ("CITY"), a municipal corporation and a grantee under the U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant-Coronavirus ("CDBG-CV") Program (Catalog of Federal Domestic Assistance Number 14-218; Grant No: B-20-MW-06-0503), the COSTA MESA HOUSING AUTHORITY, a public body corporate and politic ("AUTHORITY"), and MERCY HOUSE LIVING CENTERS, a nonprofit corporation ("SUBRECIPIENT"). CITY and AUTHORITY are collectively referred to herein as "CITY."

WHEREAS, CITY and SUBRECIPIENT entered into an agreement dated October 6, 2020 for SUBRECIPIENT to provide shelter, supportive services and housing navigation services for homeless men and women (the "Agreement"); and

WHEREAS, on June 15, 2021, CITY and SUBRECIPIENT amended the Agreement and extended the term of the Agreement through June 30, 2022; and

WHEREAS, CITY and SUBRECIPIENT now desire to extend the term of the Agreement through June 30, 2023 and to amend the Agreement as set forth herein.

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

1. The term of the Agreement shall be extended through June 30, 2023.
2. Section A.4. (Amount of Grant and Quarterly Disbursement) shall be amended to read as follows:
 4. Amount of Grant and Quarterly Disbursement. The amount granted to SUBRECIPIENT shall not exceed Three Hundred Ninety-Two Thousand Six Hundred Thirty-Three Dollars (\$392,363.00) ("CDBG-CV FUNDS"). SUBRECIPIENT shall expend such funds during the term of this Agreement or any extension thereof. CITY will disburse CDBG-CV FUNDS to SUBRECIPIENT on a quarterly basis subject to and upon receipt and approval of a complete quarterly activity report from SUBRECIPIENT.
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.

[Signature page follows.]

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

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

COSTA MESA HOUSING AUTHORITY

Lori Ann Farrell Harrison
Executive Director

Date: _____

SUBRECIPIENT

MERCY HOUSE LIVING CENTERS
Federal Tax Identification No: 33-0315864
DUNS Number: 879797165

Signature

Date: _____

Name and Title

Signature

Date: _____

Name and Title

ATTEST:

Brenda Green
City Clerk/Housing Authority Secretary

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney/Housing Authority
General Counsel

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

ATTACHMENT 2

2020-2021 SUBRECIPIENT AGREEMENT AMONG THE CITY OF COSTA MESA, AS GRANTEE UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, THE COSTA MESA HOUSING AUTHORITY AND MERCY HOUSE LIVING CENTERS

Date Approved: **October 6, 2020**

Amount of Grant: **\$180,321.00**

Subrecipient: **Mercy House Living Centers**

This SUBRECIPIENT AGREEMENT ("Agreement") is entered into as of October 6, 2020 ("Effective Date") by and among the CITY OF COSTA MESA, a California municipal corporation and a grantee under the U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") Program (Catalog of Federal Domestic Assistance Number 14-218; Grant No: B-20-MC-06-0503) ("CITY"), the COSTA MESA HOUSING AUTHORITY, a public body corporate and politic ("AUTHORITY"), and MERCY HOUSE LIVING CENTERS, a nonprofit corporation ("SUBRECIPIENT"). CITY and AUTHORITY are collectively referred to herein as "CITY."

WHEREAS, the primary objective of the Housing and Community Development Act of 1974, 42 U.S.C. section 5301 et seq., as amended ("Act") and the CDBG Program is the development of viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities; principally for persons of low and moderate income; and

WHEREAS, CITY has applied for and received CDBG funds from HUD under the Act; and

WHEREAS, pursuant to Title 24, Part 570 of the Code of Federal Regulations (24 C.F.R. 570 et seq.) ("CDBG Regulations"), CITY may engage certain organizations to assist in utilizing CDBG funds pursuant to subrecipient agreements, provided that the activities funded are eligible for funding and meet a national objective; and

WHEREAS, eligible activities are set forth at 24 C.F.R. 570.201-207; and

WHEREAS, each CDBG funded activity must meet one of the following national objectives: (1) benefit low-income and moderate-income persons; (2) prevent or eliminate slums or blight; or (3) meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available to meet such needs; and

WHEREAS, CITY has determined that SUBRECIPIENT's activities are eligible for funding and meet one of the national objectives; and

WHEREAS, CITY desires to grant a portion of its CDBG allocation for the Fiscal Year 2020-2021 to SUBRECIPIENT for the purpose of administering CITY's CDBG COVID-19 rental assistance program.

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

A. SUBRECIPIENT OBLIGATIONS.

1. Scope of Services.

- (a) **Activities.** The subgranting of CDBG funds to SUBRECIPIENT shall be used to provide the specific services as described in Attachment 1 attached hereto and fully incorporated into this Agreement by this reference. Such services are summarized as follows: shelter, supportive services and housing navigation services for homeless men and women. As needed, SUBRECIPIENT will make referrals to the appropriate licensing agency. In accordance with CITY requirements, SUBRECIPIENT shall ensure that at least seventy percent (70%) of SUBRECIPIENT's clients served by the CDBG funded program be in the low-income and moderate-income categories as established by HUD.
 - (b) **National Objectives.** SUBRECIPIENT certifies that SUBRECIPIENT's activities will meet the national objective of benefitting low-income and moderate-income persons.
 - (c) **Levels of Accomplishment – Goals and Performance Measures.** SUBRECIPIENT agrees to carry out the activities set forth in this Agreement in accordance with the goals and performance measures set forth in Attachment 1.
 - (d) **Performance Monitoring.** CITY will monitor the performance of SUBRECIPIENT against the goals and performance standards set forth in Attachment 1. Substandard performance, as determined by CITY, will constitute noncompliance with this Agreement. If SUBRECIPIENT does not take action to correct such substandard performance within a reasonable period of time after being notified by CITY, CITY may initiate termination or suspension of this Agreement as set forth herein.
- 2. Non-Profit Status.** SUBRECIPIENT represents and warrants that it is a private, not-for-profit corporation, duly organized under the laws of the State of California, and whose officers are recorded in the Articles of Incorporation on file with the State of California.
- 3. Term of Agreement.** Subject to the termination provisions set forth herein, the term of this Agreement is from October 6, 2020 through June 30, 2021, except that SUBRECIPIENT shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting, data retention/data reporting, and accounting.
- 4. Amount of Grant and Quarterly Disbursement.** The amount granted to SUBRECIPIENT shall not exceed One Hundred Eighty Thousand Three Hundred Twenty One Dollars (\$180,321.00) ("CDBG FUNDS"). SUBRECIPIENT shall expend such funds within a time period not exceeding twelve (12) consecutive months following the Effective Date of this Agreement. CITY will disburse CDBG FUNDS to SUBRECIPIENT on a quarterly basis subject to and upon receipt and approval of a complete quarterly activity report from SUBRECIPIENT.

- (a) **Quarterly Reports.** SUBRECIPIENT shall cause to be prepared and submitted to CITY on or before each October 15, January 15, April 15, and July 15 of each year of this Agreement a

quarterly activity report in conformity with applicable CDBG Regulations (“Quarterly Activity Report”).

- (b) **Invoice Submittal.** Concurrently with the submittal of each quarterly report as described in subsection 4(a) above, SUBRECIPIENT shall submit both (i) an original invoice and (ii) true copies of other receipts, agreements, or other documentation supporting and evidencing how the CDBG FUNDS have been or will be expended during the applicable quarter. Drawdowns for the payment of eligible expenses will be made against the budget categories set forth in the Program Budget in Attachment 1.

For example and by way of illustration, if SUBRECIPIENT intends to expend the applicable quarterly disbursement on staff salary, then true copies of the time card(s) or other satisfactory evidence of employment of the subject staff member with the SUBRECIPIENT shall be submitted as a part of the quarterly report.

5. **Administrative Rules.** SUBRECIPIENT agrees to conduct all activities of the organization, whether funded in whole or in part by CDBG FUNDS from CITY, in accordance with the provisions contained in 2 C.F.R. Part 200.
6. **Conflicts.** SUBRECIPIENT agrees that no officer, employee, agent or assignee of CITY having direct or indirect control of any CDBG monies granted to the CITY, inclusive of the subject CDBG FUNDS, shall serve as an officer of SUBRECIPIENT. Further, any conflict or potential conflict of interest of any officer of SUBRECIPIENT shall be fully disclosed in writing prior to the execution of this Agreement; or, in the event a conflict or potential conflict of interest arises after execution of this Agreement, SUBRECIPIENT shall fully disclose the conflict or potential conflict within fifteen (15) days of becoming aware of same, and said writing shall be attached and deemed fully incorporated as a part hereof.
7. **Use of CDBG FUNDS.**
- (a) **Income Prohibited.** SUBRECIPIENT agrees that it shall not use CDBG FUNDS in any manner that provides income to SUBRECIPIENT. Any earned interest income on funds generated through the use of investment of funds received from CDBG FUNDS shall be cause, at the discretion of the CITY, for recapture of such income and/or the full amount of funds originally granted to SUBRECIPIENT.
- (b) **Program Income.** The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 C.F.R. 570.504. SUBRECIPIENT may use such income during the term of this Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. SUBRECIPIENT shall report quarterly all program income (as defined in 24 C.F.R. 570.500(a)) generated by activities carried out with CDBG FUNDS made available under this Agreement.
- (c) **Unexpended Program Income.** All unexpended program income shall be returned to the CITY at the end of the term as required by 24 C.F.R. 570.503(b)(7). Any interest earned on cash advances from the United States Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.

8. Records and Reports. The SUBRECIPIENT shall maintain all records required by the CDBG Regulations specified in 24 C.F.R. 570.206 that are pertinent to the activities to be funded under this Agreement and such records as may be required by CITY. Such records shall include but not be limited to the following:

- (a) Records providing a full description of each activity undertaken.
- (b) Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program.
- (c) Records required to determine the eligibility of activities.
- (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG FUNDS.
- (e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
- (f) Financial records as required by 24 C.F.R. 570.502. Such records shall contain documentation of expenses as identified in the Program Budget set forth in Attachment 1, including evidence of incurring the expense, invoice(s) for goods or services, all other invoices for which CDBG FUNDS were expended, and payment therefore.
- (g) Records necessary to document compliance with Subpart K or 24 C.F.R. Part 570.
- (h) Records demonstrating client eligibility for the services provided. Such records shall include data including but not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. If self-certification is used to verify CDBG eligibility, actual client eligibility documentation must be collected and analyzed for CDBG eligibility for a minimum of ten percent (10%) of total clients served each quarter. Such information shall be made available to CITY or its designees for review upon request.
- (i) Any such other related records as CITY may reasonably require or as required to be maintained pursuant to the CDBG Regulations.

SUBRECIPIENT shall, upon request of CITY, prepare such reports as may be required for CITY and/or SUBRECIPIENT to comply with the CDBG Regulations.

9. Retention of Records. All accounting records, reports, supporting documents pertaining to all costs, expenses and the CDBG FUNDS received by SUBRECIPIENT and all documents related to this Agreement shall be maintained and kept available at SUBRECIPIENT's office or place of business for the duration of the Agreement and thereafter for five (5) years after CITY submits its annual performance and evaluation report to HUD to report the activities assisted under the Agreement for the final time in conformity with the CDBG Regulations. Notwithstanding the foregoing, records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY or any other governmental agency takes exception, shall be retained beyond the five (5) years until complete resolution or disposition of such claims, litigation, appeals, or exceptions.

- 10. Audit Requirements.** If SUBRECIPIENT is granted Seven Hundred Fifty-Thousand Dollars (\$750,000.00) or more in federal funds under this Agreement, SUBRECIPIENT shall comply with and/or cause compliance with all audit requirements established by 2 C.F.R. 200.501 et seq.
- 11. Uniform Administrative Requirements.** SUBRECIPIENT shall comply with applicable uniform administrative requirements as described in 24 C.F.R. 570.502.
- 12. Separation of Accounts.** All CDBG FUNDS received by SUBRECIPIENT from CITY pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with recordkeeping of such accounts maintained pursuant to applicable requirements set forth in 2 C.F.R. 200 et seq. SUBRECIPIENT is not required to maintain separate depository accounts for CDBG FUNDS; provided, however, that SUBRECIPIENT must be able to account for receipt, obligation and expenditure of CDBG FUNDS pursuant to applicable requirements of 2 C.F.R. 200.302 et seq. and any other applicable law.
- 13. Compliance with Applicable Laws.** SUBRECIPIENT shall comply with all applicable federal, state and local laws, ordinances, regulations, and permits, including but not limited to all CDBG Regulations relating to financial and contractual procedures, and 2 C.F.R. 200 et seq. and as set forth in 24 C.F.R. 570.502(b), which are on file in the City of Costa Mesa, 77 Fair Drive, Costa Mesa, California 92626, and are fully incorporated herein by reference. If applicable, SUBRECIPIENT shall further comply with the requirements of Part 570 of Title 24 of the Code of Federal Regulations, including subpart K of Part 570, except that SUBRECIPIENT does not assume CITY's environmental responsibilities described in 24 C.F.R. 570.604 or CITY's responsibility for initiating the review process under 24 C.F.R. Part 52.
- (a) SUBRECIPIENT shall maintain all presently required permits and shall secure any new permits required by authorities herein with jurisdiction over the work, project, or services provided by SUBRECIPIENT with the CDBG FUNDS.
- (b) SUBRECIPIENT shall ensure that the requirements of the National Environmental Policy Act and California Environmental Quality Act are met for any permits, discretionary approvals, or other entitlement required to carry out the terms of this Agreement.
- 14. Non-Discrimination; Civil Rights Compliance.**
- (a) **Compliance.** SUBRECIPIENT shall comply with the Unruh Civil Rights Act, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- (b) **No Discrimination in Any Program or Activity.** In the performance of this Agreement, SUBRECIPIENT shall not under any program or activity funded in whole or in part with CDBG FUNDS on the basis of sex, race, color, religion, ancestry, national origin, ethnic group

identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation:

- (i) Subject an individual to unlawful discrimination.
 - (ii) Deny any facilities, services, financial aid or other benefits provided under the program or activity.
 - (iii) Provide any facilities, services, financial aid or other benefits that are different or are provided in a different form from that provided to others under the program or activity.
 - (iv) Segregate or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.
 - (v) Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
 - (vi) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition that the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity.
 - (vii) Deny an opportunity to participate in a program or activity as an employee.
- (c) **Non-Discrimination in Administration of Services.** SUBRECIPIENT may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, religion, or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, religion, or sex.
- (d) **Non-Discrimination in Site Selection.** SUBRECIPIENT, in determining the site or location of housing or facilities provided in whole or in part with CDBG FUNDS, may not make selections of such site or location which will have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the grounds of race, color, national origin, religion, or sex, or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Civil Rights Act of 1964 and amendments thereto.
- (e) **Overcoming Effects of Prior Discrimination.** If SUBRECIPIENT has previously discriminated against persons on the grounds of race, color, national origin, religion, or sex, SUBRECIPIENT must take affirmative action to overcome the effects of prior discrimination, as and pursuant to applicable requirements of the CDBG Regulations and other applicable federal laws and regulations.
- (i) Even in the absence of prior discrimination, SUBRECIPIENT should take affirmative action to overcome the effects of conditions which would otherwise result in limiting participation by persons of a particular race, color, national origin, religion or sex. Where previous discriminatory practice or usage tends, on the grounds of race, color, national origin, religion, or sex, to exclude individuals from participation in, to deny them the

benefits of, or to subject them to discrimination under any program or activity to which CDBG funding applies, SUBRECIPIENT shall take reasonable action to remove or overcome the consequences of the prior discriminatory practice or usage, and to accomplish the purpose of the Civil Rights Act of 1964.

- (ii) SUBRECIPIENT shall not be prohibited by this part from taking any eligible action to ameliorate an imbalance in services or facilities provided to any geographic area or specific group of persons within its jurisdiction where the purpose of such action is to overcome prior discriminatory practice or usage.
- (f) **Exceptions.** Notwithstanding the foregoing non-discrimination provisions, nothing contained herein shall be construed to prohibit SUBRECIPIENT from maintaining or constructing separate living facilities or restroom facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when only a member of the same sex can properly perform institutional or custodial services for the recipients of the services.
- (g) **Non-Discrimination in Employment.** SUBRECIPIENT shall comply with 24 C.F.R. 570.607, including the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders set forth therein.
- (i) SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that SUBRECIPIENT is an equal opportunity employer.
 - (ii) SUBRECIPIENT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by CITY's contracting officers advising the labor union or workers' representative of SUBRECIPIENT commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- (h) SUBRECIPIENT shall include the provisions of this Section 14 (Non-Discrimination; Civil Rights Compliance) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor.
- 15. Ineligibility of SUBRECIPIENT or Contractors.** SUBRECIPIENT shall not use CDBG FUNDS directly or indirectly in its operations or to employ, award contracts to, or otherwise engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status of the SUBRECIPIENT or such contractor under the provisions of the CDBG Regulations.
- 16. Conflict of Interest in Procurement.** SUBRECIPIENT shall comply with all applicable conflict of interest provisions set forth in 2 C.F.R. Part 200 and 24 C.F.R. 570.611 in the procurement of supplies, equipment, construction, and services by SUBRECIPIENT.
- 17. Condition for Religious Organization.** SUBRECIPIENT shall comply with all applicable conditions prescribed by HUD for the use of CDBG FUNDS by religious organizations if SUBRECIPIENT is a religious organization.

18. Termination of Agreement.

- (a) **Termination without Cause.** In accordance with 2 C.F.R. 200.339, this Agreement may be terminated for convenience by CITY or SUBRECIPIENT, in whole or in part, by providing thirty (30) days written notice setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, CITY may terminate the award in its entirety.
- (b) **Termination for Cause.** In accordance with 2 C.F.R. 200.338, CITY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:
- (i) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.
 - (ii) Failure, for any reason, of SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement.
 - (iii) Ineffective or improper use of funds provided under this Agreement.
 - (iv) Submission by SUBRECIPIENT to CITY reports that are incorrect or incomplete in any material respect.
- (c) **Repayment of Funds by SUBRECIPIENT.** In the event this Agreement is terminated, as provided in this section, SUBRECIPIENT shall immediately return to CITY any and all unexpended and unencumbered CDBG FUNDS. Further, SUBRECIPIENT shall comply with the provisions of the section of this Agreement relating to Reversion of Assets.
- (d) **Additional Payment after Notice of Termination at Discretion of CITY.**

In the event of early termination of the Agreement by either party without cause, at CITY's sole discretion, SUBRECIPIENT may be compensated for all services rendered through the date of notice of termination and necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously eligible for reimbursement, to the extent that CDBG funds are available from HUD.

In the event of early termination of the Agreement by CITY for cause (except when due to the non-performance or breach by SUBRECIPIENT), at CITY's sole discretion, SUBRECIPIENT may be compensated for all services rendered through the date of termination and necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously eligible for reimbursement, to the extent that CDBG funds are available from HUD.

- 19. Defaults; Remedies.** If either party materially fails to comply with any term of this Agreement, said noncompliance shall be considered a breach or default hereunder and a basis for termination for cause as provided herein.

(a) Enforcement by CITY Due to Default by SUBRECIPIENT. In the event of default by SUBRECIPIENT, in addition to any other remedies available at law or in equity, CITY may take one or more of the actions provided under CDBG Regulations, including, but not limited to, 2 C.F.R. 200.338 relating to enforcement for breach of this Agreement.

(i) The remedies available to the CITY under 2 C.F.R. 200.338 include, without limitation, temporarily withholding cash payments, disallowing non-compliant costs, wholly or partly suspending or terminating the award, and withholding future awards.

(ii) If the CITY finds that SUBRECIPIENT has violated a term or condition of this Agreement, CITY, in its sole discretion, may require the SUBRECIPIENT to:

(1) Repay all monies received from the CITY under this Agreement; and/or

(2) Transfer possession of all materials and equipment purchased with grant money to the CITY.

(b) Recapture. SUBRECIPIENT shall have the affirmative obligation to repay, and CITY shall have the affirmative right (but not the obligation) to recapture from SUBRECIPIENT, all (or any portion of) CDBG FUNDS disbursed to SUBRECIPIENT hereunder in the event of SUBRECIPIENT's default hereunder or in the event SUBRECIPIENT refuses to accept or fails to comply with any conditions which may subsequently be imposed by HUD for the operation of the CDBG Program.

20. Reversion of Assets.

(a) Unencumbered or Unexpended Funds. Upon the termination or expiration of the term of this Agreement, SUBRECIPIENT shall transfer to CITY any unexpended and unencumbered CDBG FUNDS on hand at the time of such termination or expiration and any accounts receivable attributable to the use of subject funds.

(b) Real or Personal Property Assets. Any real property or moveable or immovable personal property under SUBRECIPIENT's control or ownership that is acquired or improved in whole or in part with CDBG FUNDS disbursed under this Agreement, the original cost of which exceeds five thousand dollars (\$5,000.00), shall either be, at the election of CITY: (1) used by SUBRECIPIENT for the eligible program services meeting the purposes of the CDBG Program for a period of five (5) years after termination or expiration of this Agreement; or (2) disposed of and proceeds paid to CITY in a manner that results in CITY being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to SUBRECIPIENT's out of pocket expenditures using non-CDBG Program funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fees incurred in listing and completion of sale of such asset.

(i) In furtherance of the foregoing, if CITY selects continued use of the capital asset, then SUBRECIPIENT hereby agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. The foregoing covenant shall

survive the termination or expiration of this Agreement and shall be actionable at law or in equity by CITY against SUBRECIPIENT and its successors in interest.

- (ii) In the event CITY selects disposition of the subject real or personal property, then SUBRECIPIENT shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to CITY upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

- 21. Independent Contractor.** SUBRECIPIENT is and shall be acting at all times as an independent contractor and not as an employee or agent of CITY. Neither CITY nor any of its employees shall have any control over the conduct of SUBRECIPIENT, its agents or employees, except as set forth in this Agreement.
- 22. Licensing.** SUBRECIPIENT shall obtain and maintain all required licenses, registrations, accreditation and inspections from all agencies governing its operations. SUBRECIPIENT shall ensure that its staff shall also obtain and maintain all required licenses, registrations, accreditations, and inspections from all agencies governing SUBRECIPIENT's operations and work hereunder.
- 23. Inspection of Records.** CITY and the United States government and/or their representatives shall have access, for purposes of monitoring, auditing, and examining SUBRECIPIENT's activities and performance, to books, records, reports, documents, and papers, and the right to examine comparable records of SUBRECIPIENT's subcontractors, bookkeepers and accountants, employees and participants in regard to said program.
 - (a) Monitoring.** CITY and the United States government and/or their representatives may schedule on-site monitoring at their discretion. Monitoring activities may also include, but are not limited to, questioning employees and participants in said program and entering any premises or any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. Nothing herein shall be construed to require access to any privileged or confidential information.
 - (b) Failure to Provide Records.** In the event SUBRECIPIENT does not make the above-referenced records available within the City of Costa Mesa, California, SUBRECIPIENT shall pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.
- 24. Assignability.** SUBRECIPIENT shall not assign or transfer any interest in this Agreement, whether by assignment, delegation or novation, without the prior written consent of CITY, except that claims for money due or to become due to SUBRECIPIENT from CITY under this Agreement may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy, without such approval. Any assignment delegation or novation other than as provided above shall be void and inoperative. Written notice of any request for an assignment or transfer shall be promptly furnished to CITY and CITY shall exercise reasonable diligence in reviewing and approving or disapproving such request.

25. Prohibition on Expending CDBG FUNDS to Obtain Other Funding. SUBRECIPIENT shall not expend CDBG FUNDS granted hereunder to fund another service provider, to pay a contractor for services outside the scope of this Agreement, to apply for other public agencies' program funds, or to supplant another funding source, unless expressly approved in writing by CITY.

26. Indemnification. SUBRECIPIENT shall indemnify, defend, and hold free and harmless CITY, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, suits or other legal proceedings brought against CITY, its elected officials, officers, employees, agents and volunteers, arising out of or relating to the performance of this Agreement by SUBRECIPIENT, its officers, employees, agents, volunteers and/or subcontractors.

SUBRECIPIENT shall further indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, suits, actions or proceedings arising from or relating to any failure of SUBRECIPIENT to comply with any applicable laws or regulations.

27. Insurance.

(a) SUBRECIPIENT shall furnish to CITY insurance certificates from its workers' compensation insurance carrier certifying that it carries such insurance and that the policy shall not be canceled nor the coverage reduced except upon thirty (30) days' prior written notice to CITY at the address specified in this Agreement.

(b) SUBRECIPIENT shall obtain, at its sole cost, a comprehensive general liability insurance policy or policies insuring against liability for any and all claims and suits for damage or injuries to persons or property resulting from or arising out of operations of SUBRECIPIENT, its officers, agents, employees, or volunteers. Said policy or policies of insurance shall provide coverage for both bodily injury and property damages in not less than the following minimum amounts: One Million Dollars (\$1,000,000.00) combined single limits, or its equivalent. Said policy or policies shall also contain a provision that no termination, cancellation or change of coverage of any insured or additional insured shall be effective until thirty (30) days' notice thereof has been given in writing to CITY at the address specified in this Agreement. SUBRECIPIENT shall file with CITY prior to exercising any right or performing any obligation pursuant to this Agreement, and maintain for the period covered by this Agreement, a policy or policies of general liability insurance, or certificate of such insurance, satisfactory to the City Attorney, expressly naming the City of Costa Mesa and the Costa Mesa Housing Authority as additional insured.

(c) SUBRECIPIENT shall obtain, at its sole cost, 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. Said policy or policies shall also contain a provision that no termination, cancellation or change of coverage of any insured or additional insured shall be effective until thirty (30) days' notice thereof has been given in writing to CITY at the address specified in this Agreement. SUBRECIPIENT shall file with CITY prior to exercising any right or performing any obligation pursuant to this Agreement, and maintain for the period covered by this Agreement, a policy or policies of general liability insurance, or certificate of such insurance, satisfactory

to the City Attorney, expressly naming the City of Costa Mesa and the Costa Mesa Housing Authority as additional insured.

- (d) SUBRECIPIENT shall give CITY prompt and timely notice of any claim made or suit instituted. SUBRECIPIENT shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection in the prosecution of the work.

B. CITY OBLIGATIONS.

1. **Payment of Funds.** CITY shall disburse to SUBRECIPIENT from CDBG FUNDS, if and to the extent received from HUD, amounts expended by SUBRECIPIENT in carrying out said program pursuant to this Agreement in quarterly installments determined by CITY. Payment shall be made to SUBRECIPIENT based on the submission of quarterly invoices, in a form prescribed by CITY, detailing such expenses. Invoices must include documentation of expenses by receipts, time records, invoices, canceled checks, or other appropriate documentation that fully and completely discloses the amount(s) and nature(s) of the expenditures. CITY shall pay such invoices within forty-five (45) days after receipt thereof, provided CITY is satisfied that such expenses have been incurred and documented within the scope and provisions of this Agreement and in conformity with the CDBG Regulations and that SUBRECIPIENT is in compliance with the terms and conditions of this Agreement.
- (a) **Sole Source of Funding is CDBG Program Funds.** SUBRECIPIENT expressly acknowledges and agrees that the sole source of funding available to CITY to meet its funding obligation to SUBRECIPIENT under this Agreement is from CDBG Program funds allocated to and paid to CITY by HUD and that no other source of revenues or funding is made available, offered, or construed to be provided hereunder by CITY to SUBRECIPIENT. To the extent CITY is not allocated and/or does not receive the CDBG funds necessary to pay SUBRECIPIENT pursuant to the terms of this Agreement, then SUBRECIPIENT acknowledges and agrees there is no other funding source available or committed to meet CITY's funding described hereunder and no payment obligation of the CITY shall exist or be construed to exist.
2. **Audit of Account.** CITY will include an audit of the records and accounts maintained by SUBRECIPIENT pursuant to this Agreement in CITY's annual audit of all CDBG funds pursuant to CDBG Regulations, Title 24 of the Code of Federal Regulations, and other applicable federal laws and regulations.

C. MISCELLANEOUS PROVISIONS.

1. **Lead Based Paint Notices and Recordkeeping.** The following documents are attached hereto and incorporated herein by this reference: Attachment 3-A (Protect Your Family From Lead in Your Home) (EPA-747 K 12 001), Attachment 3-B (Sample Disclosure Format for Disclosure of Information on Lead Based Paint and/or Lead Based Paint Hazards for Residential Leases and Target Housing Sales); Attachment 3-C (Contents of Abatement and Clearance Reports); Attachment 4 (Form for Tracking Dwelling Units and Households); and Attachment 5 (LBP Information Summary). These attachments are intended as a guide to aid SUBRECIPIENT's compliance with applicable lead based paint notice and recordkeeping requirements as set forth in 24 CFR Part 570 et seq., as may be amended from time to time, and are not intended to modify or limit SUBRECIPIENT's obligations to fully comply with said regulations.

- 2. Notices.** All notices to the parties required by this Agreement shall be in writing and shall be sent by certified mail, addressed as follows:

TO CITY:

**City of Costa Mesa/Costa Mesa Housing Authority
Office of the City Manager/Executive Director
77 Fair Drive
Costa Mesa, CA 92626
Attn: Mitch Nieman, Senior Management Analyst**

TO SUBRECIPIENT:

Mercy House Living Centers
Attn: Larry Haynes, Executive Director
P.O. Box 1905
Santa Ana, CA 92702

3. **No Disposition of Assets Acquired with CDBG FUNDS.** SUBRECIPIENT shall not dispose of any real or personal property acquired in full or in part with CDBG FUNDS through sale, use or relocation without the express and prior written permission of the CITY.
4. **Disbursement Pursuant to Agreement.** SUBRECIPIENT acknowledges that the CITY shall disburse funds to SUBRECIPIENT only upon execution of this Agreement and CITY is empowered to provide funds to SUBRECIPIENT only pursuant to the provisions of this Agreement.
5. **Drug-Free Work Place Policy.** SUBRECIPIENT, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the work place, the penalties that may be imposed upon employees for drug abuse violations occurring in the work place, and the employee assistance programs available to employees. Each employee engaged in the performance of a SUBRECIPIENT contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. SUBRECIPIENT shall conform to all the requirements of CITY's Council Policy No. 100-5, attached hereto as Attachment 2. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of this Agreement by CITY.
6. **No Use of CDBG FUNDS for Lobbying.** SUBRECIPIENT shall not expend any CDBG FUNDS for the purpose of influencing or attempting to influence any officer or employee of any agency, a member of Congress, any officer or employee of Congress or any employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into of any cooperative federal agreement, and/or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

SUBRECIPIENT shall complete and submit Standard Form LLL (Disclosure of Lobbying Activities) if it expends any funds other than grant funds for the purpose of influencing or attempting to influence the persons listed in the above paragraph.

- 7. Constitutional Use of Funds.** As an express condition to this Agreement, SUBRECIPIENT agrees that the funds provided by CITY to SUBRECIPIENT hereunder shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious

belief or to fund any proselytizing activities. The parties agree the foregoing covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of CITY funds by SUBRECIPIENT with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of SUBRECIPIENT.

8. **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.
9. **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.
10. **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.
11. **Entire Agreement; Modification.** This Agreement contains the entire agreement of the parties and supersedes all other prior negotiations, understandings or agreements. This Agreement may be modified only upon mutual written agreement of the parties. Notwithstanding the foregoing, SUBRECIPIENT shall agree to any amendment necessary to conform with federal, state or local governmental regulations, guidelines or policies.

[Signatures appear on following page.]

IN WITNESS WHEREOF, CITY and SUBRECIPIENT have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

CITY OF COSTA MESA

Lori Ann Farrell Harrison

Lori Ann Farrell Harrison
City Manager

COSTA MESA HOUSING AUTHORITY

Lori Ann Farrell Harrison

Lori Ann Farrell Harrison
Executive Director

SUBRECIPIENT

MERCY HOUSE LIVING CENTERS

Federal Tax ID Number: 33-0315864

DUNS Number: 879797165

[Signature]

Signature

Larry Haynes, CEO

Name Title

Date: 11/6/20

[Signature]

Signature

Patti Long, COO

Name and Title

Date: 11/6/20

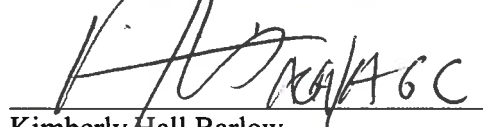
ATTEST:

Brenda Green 11/12/2020

Brenda Green
City Clerk/Housing Authority Secretary



APPROVED AS TO FORM:

Handwritten signature of Kimberly Hall Barlow in black ink, with the letters 'KHB' and 'AGC' visible.

Kimberly Hall Barlow
City Attorney/Housing Authority General Counsel

APPROVED AS TO CONTENT:

Handwritten signature of Susan Price in blue ink.

Susan Price
Assistant City Manager

APPROVED AS TO PURCHASING:

Handwritten signature of Carol Molina in black ink.

Carol Molina
Finance Director

APPROVED AS TO INSURANCE:

Handwritten signature of Ruth Wang in black ink.

Ruth Wang
Risk Management

ATTACHMENT 1 SCOPE OF WORK

CITY OF COSTA MESA/COSTA MESA HOUSING AUTHORITY 2020-2021 COVID-19 Community Development Block Grant

Subrecipient acknowledges and agrees that the services provided by Subrecipient pursuant to this Agreement shall be primarily provided to very low, low, and moderate-income families and individuals who have been unable to meet rental obligations due to the COVID-19 public health emergency.

Overview

The purpose of the Program is to mitigate and assist qualified low-income residents to maintain housing stability as a result of the COVID-19 pandemic.

The Program is intended to assist qualified residents who are suffering from a temporary financial setback due to the COVID-19 public health emergency.

Scope of Work

Program Administrator shall manage the application, verification, payment and reporting for the Program as follows:

- Determine applicant eligibility and complete intake documentation required by the Department of Housing and Urban Development (HUD) for CDBG-CV funds.
- Provide technical assistance to individuals applying for rental assistance.
- Distribute rental assistance payments. Payments will be made in the form of grants payable to the landlord/property owner up to a maximum of \$6,000 per household, or up to three months of past due, partial or full rent, whichever is lesser.
- Assess applicant eligibility and amount of assistance required based on evaluation of family or individual's financial need.
- Develop, prepare, distribute and process Program application forms, surveys and reporting materials.
- Provide outreach and circulate information of the availability of the Program in coordination with the City.
- Verify the following requirements of Program applications:
 - Household size and income;
 - Most recent rental payment made immediately preceding March 31, 2020;
 - Documented need for the Program assistance;
 - Proof of reduction or loss of income due to COVID-19; and

- Tenant and landlord/property owner self-certification (under penalty of perjury) that they are not receiving any other form of rental subsidy or assistance.
- Verify the following Program grant payment requirements with landlord/property owner:
 - Validate lease/rental agreement between tenant and landlord;
 - Obtain a landlord/property owner affidavit affirming Program terms;
 - Create and send letters to applicants confirming or denying their Program grant payment; and
 - Issue rental assistance payments directly to landlord/property owner and send an invoice to the City.
- Project close-out – the Program Administrator will be responsible for ensuring that each file is appropriately closed-out. Program files shall be stored in accordance with all applicable federal recordkeeping rules and regulations.

Distribution of Funds

Funds will be disbursed from the Program Administrator directly to the landlord/property owner for rental assistance on behalf of an approved program participant.

No funds will be disbursed to program applicants directly.

Rental relief assistance will be provided in an amount that is the lesser of:

- Tenant/Household's actual rent for maximum equivalent of three months; or
- Tenant/Household's share of the contract rent based on need up to the max assistance per household of \$6,000

Prior to the award of funds, Program Administrator shall submit the following documents to the City:

- From the Landlord/Property Owner:
 - W-9 for the Landlord/Property Owner receiving rental payment; and
 - Signed affidavit affirming that the Landlord/Property Owner has not and will not receive payment for the same month(s) rent due for the same tenant from any other rental assistance, mortgage assistance or other CARES Act program.
- From the Tenant/Household:
 - Executed Rental Assistance Agreement that includes a signed affidavit affirming that the tenant is not receiving rent from any other sources (rental assistance programs, other CARES Act rental assistance funds, sub-lessees, roommates, etc.).

Reporting Requirements

Quarterly

Program Administrator shall submit quarterly reports addressing progress of objectives identified in the Scope of Work by the 15th of the month following the close of each quarter: October 15, January 15, April 15, and July 15.

Program Administrator shall submit quarterly invoices for services provided to the City. Quarterly invoices must include back-up documentation for all costs submitted for reimbursement. Only those items in the approved budget, or an approved amendment, will be eligible for reimbursement.

Annual

Program Administrator shall provide a summary of applicants who were approved and received rental assistance to include the following:

- Name and address
- Participant eligibility
- Income level and ethnicity and race category (CDBG reporting requirements)
- Documented Reason for financial loss
- Total rental assistance payment approved including the amount paid and for what month(s)/year

Program Administrator shall provide a summary of applicants who were denied rental assistance to including the following:

- Name and address
- Reason for rental assistance program denial

Program Administrator shall provide a report of housing status of program participants six months after receiving assistance.

Program Administrator shall prepare, submit and report the results of a Client Satisfaction Survey of all program applicants to determine their satisfaction with participating in the program and working with the Program Administrator.

Program Administrator shall provide the City with an annual report containing the above-described information, within 45 days of completion of the first contract year.

If the contract between the City and Program Administrator is extended, the Program Administrator shall provide annual reports following each subsequent contract year.

The Program Administrator must comply with all federal regulations regarding eligible expenses, accounting procedures, and reporting requirements in accordance with HUD 24 CFR 570.506, and CDBG-CV regulations/guidance.

CDBG COVID-19 COSTA MESA RENTAL ASSISTANCE PROGRAM

INTRODUCTION

The CDBG COVID-19 Costa Mesa Rental Assistance Program (Program) provides residents experiencing a loss of income, directly related to COVID-19, with up to three months of rental assistance, or a maximum of \$6,000 per household, whichever is lesser. Residents with incomes at or below 80% Area Median Income (AMI) who were current with rent payments prior to March 31, 2020 and who are otherwise in good financial standing may qualify.

PROGRAM CREATION &TIMELINE

Development of the Program in response to homelessness prevention and the Substantial Amendment to the CDBG Federal Program Year 2019-20 Annual Action Plan was approved the Costa Mesa City Council on June 16, 2020.

Program funds are anticipated to be fully expended by June 30, 2021 or may potentially be reprogrammed for another eligible use.

CDBG FUNDING OBJECTIVES

- Serve low-to moderate-income residents
- Eliminate or mitigate blight
- Address an emergency need

PROGRAM OBJECTIVES

- Provide rental assistance to households experiencing an inability to pay rent due to a loss of income related to COVID-19;
- Use the City's CDBG-CV fund allocation to deliver needed services to the underrepresented and in need communities within the City; and
- Comply with all Department of Housing and Urban Development (HUD) and federal regulations regarding eligible expense, accounting procedures, and reporting requirements in accordance with 24 CFR 570.506, and CDBG-CV regulations/guidance.

PROGRAM FUNDING PROCESS & PRIORITIES

- Applicants who are able to provide financial contributions to amount of rental arrears to prevent eviction will take precedence.
- Residents may receive up to \$6,000 per household for a maximum three (3) months of partial or full rent.
- Rent reasonableness assessment may be conducted by Program Administrator as a determination of the amount of the assistance provided.

PROGRAM APPLICANT ELIGIBILITY & REQUIREMENTS

Households must demonstrate an inability to meet full rent obligations through documented reduction or loss of income related to COVID 19 impacts. To qualify for rental assistance, applicants must meet the following criteria:

- Resident of incorporated City of Costa Mesa during COVID 19 pandemic (March 2020 to December 2020)
- Have a current residential lease/rental agreement;
- Tenant is current on the rental payments due prior to March 31, 2020, and in otherwise good standing with payment and terms of their lease or rental agreement.
- Tenant must demonstrate regular monthly payments on time prior to requesting rental assistance; and
- Total household income shall not exceed Moderate Income limits (80% AMI) established by California Department of Housing and Community Development for Orange County, adjusted by household size.

See table below for 2020 50% Maximum Income Limits effective July 1, 2020

Household Size	80% AMI (Moderate)
1	\$71,750
2	\$82,000
3	\$92,250
4	\$102,450
5	\$110,650
6	\$118,850
7	\$127,050
8	\$135,250

Households must demonstrate a documented substantial decrease in household income, related to COVID-19, due to health, employment, out-of-pocket medical expenses or school/childcare closures as evidenced by the following:

- Termination Notice
- Payroll Check or Pay Stubs
- Bank Statements
- Medical Bills
- Signed Letter from Employer explaining tenant'(s) changed financial circumstances

- Unemployment Award Letter
- Self-Certification of tenant's inability to pay the next month rent

INELIGIBLE APPLICANTS

The following tenants/landlords/property owners are ineligible to participate in the Program:

- Tenants that receive rental assistance from another rental assistance program, including HUD Section 8, after March 31, 2020
- Tenants that are immediate relatives, through blood or marriage (i.e. child, parent, sister, brother, grandparent, aunt, uncle) of the property owner or landlord/owner-occupants who rent or lease two or more bedrooms of a residential unit.

FY20-21 OUTCOME MEASUREMENTS

ACTIVITY	PRIMARY OBJECTIVE	PRIMARY OUTCOME MEASUREMENT	CDBG NATIONAL OBJECTIVE
Select one from below that best describes your program	Select one from below that best describes your program	Select one from below that best describes your program	Select one from below that will be addressed by your program
<input type="checkbox"/> Senior Services <input type="checkbox"/> Youth Services <input type="checkbox"/> Homeless Services <input type="checkbox"/> Disabled Services <input checked="" type="checkbox"/> Low/Moderate Income Services <input type="checkbox"/> Fair Housing Services <input type="checkbox"/> Housing Services	<input type="checkbox"/> <u>Create a suitable living environment</u> : Activity that benefits communities, families, or individuals by addressing issues in their living environment <input checked="" type="checkbox"/> <u>Provide decent affordable housing</u> : Housing activity that meets family or community needs. This objective should not be used if the housing activity is an element of a larger effort, e.g., transitional housing. <input type="checkbox"/> <u>Create economic opportunities</u> : Activity related to economic development, commercial revitalization, and job creation.	<input checked="" type="checkbox"/> <u>Availability/Accessibility</u> : Activity that makes services, infrastructure, housing and/or shelter available and accessible. (Note: accessibility does not refer only to physical barriers.) <input type="checkbox"/> <u>Affordability</u> : Activity provides affordability in a variety of ways including the creation or maintenance of affordable housing, basic infrastructure hookups, or services (e.g., transportation or daycare) <input type="checkbox"/> <u>Sustainability</u> : Activity promotes livable or viable communities and neighborhoods by providing services or by removing slums or blighted areas.	<input checked="" type="checkbox"/> Benefit low/moderate income persons impacted by a COVID-19 public health emergency <input type="checkbox"/> Meet community development needs having a particular urgency

I. OUTPUT MEASUREMENTS

- A. Total number of low and moderate-income unduplicated clients impacted by a COVID-19 public health emergency anticipated to be served by the CDBG-CV funded program during the 12-month FY20-21 contract period (regardless of community of residence) = **30 Individuals**
- B. Number of unduplicated low and moderate-income Costa Mesa residents impacted by a COVID-19 public health emergency to be served with CDBG-CV funds during the 12-month contract period = **30 Individuals**
- C. Of the Costa Mesa residents to be assisted with CDBG-CV funds:
- How many will have new or continued access to this service or benefit? **30 Individuals**
 - How many will have improved access to this services or benefit? **0 Individuals**
 - How many will receive a service or benefit that is no longer substandard **0 Individuals**

TOTAL **30 Individuals**

II. SCHEDULE OF PERFORMANCE

Estimate the number of **unduplicated Costa Mesa** residents to be served during the 12-month FY20-21 contract period per quarter:

- Quarter 1: July 1 – September 30 0 Individuals
- Quarter 2: October 1 – December 31 15 Individuals
- Quarter 3: January 1 – March 31 10 Individuals
- Quarter 4: April 1 – June 30 5 Individuals

TOTAL **30 Individuals**

III. INVOICING SCHEDULE

Estimate the amount of grant funds to be requested during the 12-month FY20-21 contract period on a quarterly basis:

- Quarter 1: July 1 – September 30 \$0
- Quarter 2: October 1 – December 31 \$80,321
- Quarter 3: January 1 – March 31 \$50,000
- Quarter 4: April 1 – June 30 \$50,000

TOTAL **\$180,321**

IV. 2020-2021 PROGRAM BUDGET

Budget Category	Proposed use of CDBG funds	Proposed use of other program funds	Total program costs
Administration	\$ 3,654	\$	\$ 3,654
Program Costs	\$ 56,667	\$	\$ 56,667
Rental Assistance/Payments	\$ 120,000	\$	\$ 120,000
TOTAL	\$ 180,321	\$	\$ 180,321

List source of "other" program revenue already committed to program

Source of other program revenue	Amount of other program funds
NA	\$
	\$
	\$
	\$
	\$
TOTAL	\$

V. CDBG FUNDED PERSONNEL

ONLY list personnel that will be paid with CDBG funds and that have been listed as part of the FY2020-2021 Program Budget.

☐ CHECK BOX IF NOT APPLICABLE

Agency Administration

Position Title	Annual Salary	Annual Benefits	Total Compensation	CDBG Funds Requested	% of Time Position is Dedicated To CM CDBG Activity
Data Specialist	\$36,400	\$10,920	\$47,320	\$2,366	5%
HR Specialist	\$36,400	\$10,920	\$47,320	\$2,366	5%
Accounting Manager	\$79,040	\$ 23,712	\$102,752	\$ 5,138	5%

Proposed Program Staff

Position Title	Annual Salary	Annual Benefits	Total Compensation	CDBG Funds Requested	% of Time Position is Dedicated To CM CDBG Activity
Housing Stability Specialist	\$36,400	\$10,920	\$47,320	\$23,660	50%
Case Supervisor	\$40,560	\$12,168	\$52,728	\$10,546	20%
Accounting Clerk	\$36,400	\$10,920	\$47,320	\$ 9,464	20%
Administrative Manager	\$52,000	\$15,600	\$67,600	\$ 3,127	5%

Proposed Program Contract Staff

Position Title	Annual Salary	Annual Benefits	Total Compensation	CDBG Funds Requested	% of Time Position is Dedicated To CM CDBG Activity
NA	\$	\$	\$	\$	%
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%

FY 2020-2021 Costa Mesa CDBG Program Outcomes

**A minimum of one (1) program goal and outcome is required.
(If funds will be used for more than one program, then each program must have a corresponding goal and outcome.)**

Program Goal	Program Activities	Program Output	Indicator	Program Outcome	Outcome Measurement
<u><i>Goal:</i></u> The overarching objective(s) of the program.	<u><i>Activities:</i></u> Describe the tasks/activities that will be carried out in pursuit of the desired goal.	<u><i>Outputs:</i></u> List the quantifiable outputs your team will undertake in pursuit of the outcome. (e.g. # of classes held, # of participants engaged), # of meals served.	<u><i>Indicators:</i></u> Measures or benchmarks used to track how/if outcome(s) will be reached.	<u><i>Outcome:</i></u> The end result and impact on the target population as a result of the efforts (e.g. change in knowledge, behavior or community).	<u><i>Results:</i></u> What is the "success" threshold for outcomes (e.g., % of clients meeting planned outcome).
<u><i>Goal 1:</i></u> Low and moderate income households will maintain permanent housing despite physical and financial hardships resulting from COVID-19	<u><i>Activity:</i></u> Low and moderate households impacted by COVID-19 will be provided with short-term rental assistance, case management, and connections to community resources	<u><i>Output:</i></u> 30 low and moderate income households impacted by COVID-19 will be provided financial assistance and case management services	<u><i>Indicator:</i></u> Low and moderate income clients impacted by COVID-19 will engage in case management services and creation of housing stabilization plans	<u><i>Outcome:</i></u> Low and moderate income households impacted by COVID-19 will be able to stay in their homes and avoid short-term homelessness	90% of low and moderate income households impacted by COVID-19 will maintain their housing at program exit. 80% of low and moderate households <u>will not</u> enter the homeless system after receiving rental assistance
Goal 2:					
Goal 3:					

ATTACHMENT 2
COUNCIL POLICY NO. 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.

ATTACHMENT 3-A

PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

June 2017

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

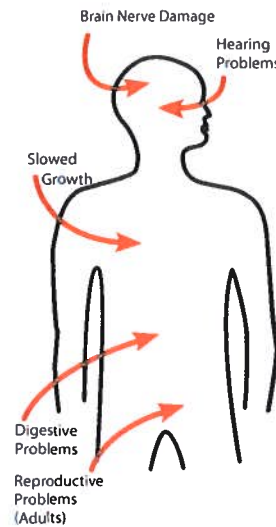
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

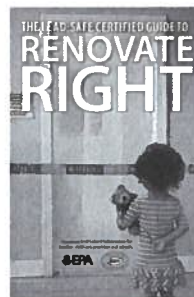
- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
June 2017

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

ATTACHMENT 3-B

**SAMPLE DISCLOSURE FORMAT FOR DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS FOR
RESIDENTIAL LEASES AND TARGET HOUSING SALES**

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- (ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

- (i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- (ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- (c) _____ Lessee has received copies of all information listed above.
- (d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

- (e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

ATTACHMENT 3-C
CONTENTS OF ABATEMENT AND CLEARANCE REPORTS

CONTENTS OF ABATEMENT AND CLEARANCE REPORTS

Clearance Report	Abatement Report
Property address.	Property address.
Clearance examination information: <input type="checkbox"/> Date of the clearance examination. <input type="checkbox"/> Name, address, and signature of each person performing the clearance examination including certification number. <input type="checkbox"/> Visual assessment results. <input type="checkbox"/> Dust sample analysis, in µg/sq.ft., by location of sample. <input type="checkbox"/> Name and address of each laboratory that conducted the dust sample analysis, including their identification number.	Clearance examination information: <input type="checkbox"/> Date of clearance testing. <input type="checkbox"/> Name, address, and signature of each certified risk assessor or inspector conducting clearance sampling. <input type="checkbox"/> Clearance testing results and all soil analyses (if applicable) and the name of each recognized laboratory that conducted the analysis.
Hazard reduction or maintenance information: <input type="checkbox"/> Start and completion dates of the hazard reduction or maintenance activity. <input type="checkbox"/> Name and address of each firm or organization conducting the hazard reduction or maintenance activity, and the name of each supervisor assigned. <input type="checkbox"/> A detailed, written description of the hazard reduction or maintenance activity, to include: <ul style="list-style-type: none"> ➤ Methods; ➤ Locations of exterior surfaces or soil; ➤ Interior rooms; ➤ Common areas; and/or ➤ Components where the hazard reduction activity occurred, and any suggested monitoring of encapsulants or enclosures. 	Abatement information: <input type="checkbox"/> Start and completion dates of abatement. <input type="checkbox"/> Name and address of each certified firm conducting the abatement, and the name of each supervisor assigned to the abatement project. <input type="checkbox"/> Occupant protection plan. <input type="checkbox"/> A detailed, written description of the abatement, to include: <ul style="list-style-type: none"> ➤ Methods used; ➤ Locations of rooms; and/or ➤ Components where abatement occurred, the reason for selecting particular abatement methods for each component, and any suggested monitoring of encapsulants or enclosures.

ATTACHMENT 4

FORM FOR TRACKING DWELLING UNITS AND HOUSEHOLDS

2020-2021 SUBRECIPIENT AGREEMENT
(with provisions relating to compliance with Title X and
24 CFR Part 35 relating to lead based paint)

CITY OF COSTA MESA, AS GRANTEE,
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

ADDRESS OF ASSISTED UNIT	HOUSEHOLD SIZE	HOUSEHOLD INCOME	DATE OF OCCUPANCY BY ASSISTED HOUSEHOLD	DATE OF END OF OCCUPANCY BY ASSISTED HOUSEHOLD	STATUS OF LBP NOTICE COMPLIANCE	STATUS OF LBP EVALUATION, REDUCTION, AND CLEARANCE WORK/CONFIRMATION

ATTACHMENT 5

LBP INFORMATION SUMMARY

1. ZERO/0 BEDROOM < (LESS THAN) 100 DAYS IN UNIT; ASSISTANCE IN HOMELESS SHELTER
 - STATUS: EXEMPT TITLE X
2. ZERO/0 BEDROOM > (MORE THAN) 100 DAYS IN UNIT
 - STATUS: OPEN ISSUE UNDER LBP REGS
 - ZERO/0 BEDROOM > (MORE THAN) 100 DAYS ASSISTANCE IN HOMELESS SHELTER
 - STATUS: OPEN ISSUE UNDER LBP REGS
 - SEE SUBPART K
 - CLEARANCE OF UNIT(S) WILL BE REQUIRED BY CITY FOR ALL HOUSING UNITS (EVEN ZERO BEDROOM) FOR WHICH OCCUPANCY OCCURS BY ASSISTED HOUSEHOLD FOR MORE THAN 100 DAYS, PENDING FURTHER INTERPRETATION/GUIDANCE FROM HUD
3. ONE OR MORE (1+) BEDROOMS OCCUPANCY < 100 DAYS IN RESIDENTIAL UNIT AND/OR OCCUPANCY IN HOMELESS SHELTER
 - EXEMPT TITLE X
4. 1+ BEDROOMS > 100 DAYS IN RESIDENTIAL UNIT
 - STATUS: SAME AS #2 ABOVE; CLEARANCE REQUIRED
 - SEE SUBPART K
5. EMERGENCY RENTAL ASSISTANCE < 100 DAYS
 - EXEMPT TITLE X
6. EMERGENCY RENTAL ASSISTANCE > TO HOUSEHOLD TO BE OCCUPANCY IN RESIDENTIAL UNIT FOR MORE THAN 100 DAYS (SUCH AS LONG TERM LEASE SIGNED AT TIME OF EMERGENCY ASSISTANCE)
 - CLEARANCE BEFORE ANY MONEY DISBURSED;
LBP COMPLIANCE: NOTIFICATION, EVALUATION, REDUCTION

THROUGH CLEARANCE REQUIRED BEFORE OCCUPANCY OF UNIT
MAY BE CONSIDERED TENANT BASED RENTAL ASSISTANCE (TBRA);
THUS HQS INSPECTION AND SUBPART M MAY APPLY

- SEE SUBPARTS K AND M
 - PENDING HUD GUIDANCE
7. TBRA < 100 DAYS
- EXEMPT TITLE X
8. TBRA > 100 DAYS OF HOME ASSISTANCE (SUCH AS WHEN TENANT ENTERS INTO LONG TERM LEASE
- SEE SUBPART M
 - CLEARANCE BEFORE ANY MONEY DISBURSED;
LBP COMPLIANCE: NOTIFICATION, EVALUATION, REDUCTION
THROUGH CLEARANCE REQUIRED BEFORE OCCUPANCY OF UNIT
 - HQS INSPECTION REQUIRED BEFORE OCCUPANCY
 - CLEARANCE BEFORE ANY MONEY DISBURSED
9. TBRA < 100 DAYS – TENANT ENTERS INTO LONG TERM LEASE, CITY GIVES LESS THAN 100 DAYS OF ASSISTANCE.
- EXEMPT TITLE X

[See HUD Interpretative Guidance: Online: Questions M4, K7, K4, for discussion]

**AMENDMENT NUMBER ONE
TO 2020-2021 SUBRECIPIENT AGREEMENT
AMONG THE CITY OF COSTA MESA, AS GRANTEE UNDER THE
COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS PROGRAM, THE COSTA
MESA HOUSING AUTHORITY AND MERCY HOUSE LIVING CENTERS**

This Amendment Number One ("Amendment") is made and entered into this 15th day of June, 2021 ("Effective Date"), by and among the CITY OF COSTA MESA ("CITY"), a municipal corporation and a grantee under the U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant-Coronavirus ("CDBG-CV") Program (Catalog of Federal Domestic Assistance Number 14-218; Grant No: B-20-MW-06-0503), the COSTA MESA HOUSING AUTHORITY, a public body corporate and politic ("AUTHORITY"), and MERCY HOUSE LIVING CENTERS, a nonprofit corporation ("SUBRECIPIENT"). CITY and AUTHORITY are collectively referred to herein as "CITY."

WHEREAS, CITY and SUBRECIPIENT entered into an agreement dated October 6, 2020 for SUBRECIPIENT to provide shelter, supportive services and housing navigation services for homeless men and women (the "Agreement"); and

WHEREAS, CITY and SUBRECIPIENT desire to amend the Agreement as set forth herein.

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

1. Section A.1. shall be amended to add a new subsection (e), to read as follows:

(e) Use of CDBG-CV Funds; Duplication of Benefits. SUBRECIPIENT acknowledges that CITY is utilizing supplemental CDBG funds allocated to City through the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), referred to as "CDBG-CV" funds, in whole or in part to fund the services set forth in this Agreement. SUBRECIPIENT understands and agrees that CDBG-CV funds may only be utilized to prevent, prepare for, and respond to the COVID-19 pandemic. SUBRECIPIENT shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by the CARES Act and/or HUD's CDBG-CV guidance. SUBRECIPIENT must comply with HUD's requirements for duplication of benefits imposed on the CITY, which are: CDBG-CV funds may not be used to pay costs if another source of financial assistance is available to pay that cost. SUBRECIPIENT further agrees to repay the CITY any assistance determined to be duplicative.

2. Section A.3. (Term of Agreement) shall be amended to read as follows:

3. Term of Agreement. Subject to the termination provisions set forth herein, the term of this Agreement is from October 6, 2020 through June 30, 2021, except that SUBRECIPIENT shall be obligated to perform such duties as would normally extend beyond the term, including, but not limited to, obligations with respect to indemnification, audits, reporting, data retention/data reporting, and accounting. The term of this Agreement may be extended by two (2) additional one (1) year

periods upon written agreement of the parties, memorialized by an amendment to this Agreement.

3. The term of the Agreement shall be extended through June 30, 2022.
4. Section A.4. (Amount of Grant and Quarterly Disbursement) shall be amended to read as follows:
 4. Amount of Grant and Quarterly Disbursement. The amount granted to SUBRECIPIENT shall not exceed Three Hundred Thirty Thousand Three Hundred Twenty-One Dollars (\$330,321.00) ("CDBG-CV FUNDS"). SUBRECIPIENT shall expend such funds during the term of this Agreement or any extension thereof. CITY will disburse CDBG-CV FUNDS to SUBRECIPIENT on a quarterly basis subject to and upon receipt and approval of a complete quarterly activity report from SUBRECIPIENT.
5. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.

[Signatures appear on following page.]

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

CITY OF COSTA MESA

Lori Ann Farrell Harrison

Lori Ann Farrell Harrison
City Manager

Date:

6/22/21

COSTA MESA HOUSING AUTHORITY

Lori Ann Farrell Harrison

Lori Ann Farrell Harrison
Executive Director

Date:

6/22/21

SUBRECIPIENT

MERCY HOUSE LIVING CENTERS

Federal Tax Identification No: 33-0315864

DUNS Number: 879797165

[Signature]

Signature

Date:

6/18/21

Larry Haynes, Chief Executive Officer
Name and Title

[Signature]

Signature

Date:

6/18/21

Patti Long, Chief Operations Officer
Name and Title


ATTEST:

Brenda Green 6/23/2021

Brenda Green
City Clerk/Housing Authority Secretary



APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney/Housing Authority
General Counsel

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-755

Meeting Date: 6/21/2022

TITLE:

FIRST READING OF AN ORDINANCE REVISING CHAPTER III OF TITLE 12 REGARDING THE PARKS, ARTS AND COMMUNITY SERVICES COMMISSION TO REMOVE ARTS FUNCTIONS, FIRST READING OF AN ORDINANCE ADDING CHAPTER IV OF TITLE 12 ESTABLISHING AN ARTS COMMISSION, AND RESULTING DISSOLUTION OF THE CULTURAL ARTS COMMITTEE

DEPARTMENT: PARKS & COMMUNITY SERVICES

PRESENTED BY: JASON MINTER, PARKS & COMMUNITY SERVICES DIRECTOR

CONTACT INFORMATION: JASON MINTER, PARKS & COMMUNITY SERVICES
DIRECTOR, (714) 754-5009

RECOMMENDATION:

Staff recommends City Council:

1. Read by title only, waive further reading and introduce Ordinance 2022-xx to rename the Parks, Arts and Community Services Commission to Parks and Community Services Commission and remove arts related language (Attachment 1).
2. Read by title only, waive further reading and introduce Ordinance 2022-xx to establish an Arts Commission that would serve as an advisory commission to the City Council in matters related to the City's Arts and Culture Master Plan (Attachment 2), and dissolve the Cultural Arts Committee accordingly.
3. Authorize a \$100.00 per month stipend for the Arts Commissioners.

BACKGROUND:

The City of Costa Mesa has long supported the development of the arts as a means of enriching the community with a variety of arts opportunities. In 1984, the City Council adopted the motto "City of the Arts" to memorialize the City's commitment to the development of the arts, including the creation of an Arts Committee (Attachment 3). Subsequently, in recognition of the value and impact of local arts and culture on the community the City Council approved Resolution 99-54 adopting modifications to the City Seal to include the "City of the Arts" motto. In 2019, the Parks and Recreation Commission was renamed the Parks, Arts and Community Services Commission, and both the arts and senior services were added to its purview.

On March 16, 2021, City Council approved and adopted the Arts and Culture Master Plan, a comprehensive plan to enhance arts policies and funding for continued growth in all arts related areas. Goal #3 of the Master Plan is to professionalize and elevate the status of the arts and culture

in city government (Attachment 4).

ANALYSIS:

The recently approved Arts and Culture Master Plan included establishing an Arts Commission to reflect the Council's desire for an ongoing policy focus, along with oversight of the City's investment in the arts. A new seven (7) member Commission (no alternate) would serve to attract those residents best qualified by virtue of knowledge and experience for the overall development of the arts, supporting City Council's goals as well as the public at large. The general ideology of the Arts Commission shall be to ensure that the City of Costa Mesa is a place where creativity can flourish; imagination, inspiration and innovation are held in high regard; arts education is essential to all; and that arts and culture promotes civic pride and enriches the daily lives of the community.

The current recommendation for the Parks, Arts and Community Services Commission would remove the Arts language and responsibilities that were added in 2019, changing the name to the Parks and Community Services Commission (formally known as the Parks and Recreation Commission). Staff would continue to promote the Arts to the Parks and Community Services Commission, especially for those events that apply to both Commissions.

The following list includes the qualities that would be ideal for Arts Commissioners:

Qualifications of Arts Commission Members:

- Resident of Costa Mesa (candidates are not selected by Council District)
- Background in the arts, either business related or participatory in the following fields: architecture, fine art, interior design, dance, video/film, photography, literary arts, music, theater, graphic design, media arts, visual arts and or arts administration.
- 4 year appointments, with 3-4 Commissioners initially taking 2 year appointments
- Need to apply and be nominated by City Council (see potential application questions below)

Pursuant to the Council-approved Arts and Culture Master Plan, the existing Cultural Arts Committee could serve in a volunteer role on cultural arts projects and events, as needed, moving forward. There are currently eight (8) voting members (one voting member vacant) and two (2) alternates of the Cultural Arts Committee. All members and alternates would be invited to apply for the Commissioner positions. Staff developed a list of questions for use during the recruitment of Arts Commissioners (Attachment 5).

ALTERNATIVES:

The City Council may choose to not revise the existing Parks, Arts and Community Services Commission or to establish a City Arts Commission and continue solely with the Cultural Arts Committee.

FISCAL REVIEW:

The cost to establish an Arts Commission for FY 2022-23 is \$8,400. This was added to the Parks and Community Services Department budget during the budget process in 2021-22 utilizing funding from the Measure Q Cannabis Sales Tax.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

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

CONCLUSION:

At this time, it is the staff recommendation that City Council:

1. Read by title only, waive further reading and introduce Ordinance 2022-xx to rename the Parks, Arts and Community Services Commission to Parks and Community Services Commission and remove arts related language (Attachment 1).
2. Read by title only, waive further reading and introduce Ordinance 2022-xx to establish an Arts Commission that would serve as an advisory commission to the City Council in matters related to the City's Arts and Culture Master Plan (Attachment 2), and dissolve the Cultural Arts Committee accordingly.
3. Authorize a \$100.00 per month stipend for the Arts Commissioners.

ORDINANCE NO. 22-23**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING CHAPTER III (PARKS, ARTS AND COMMUNITY SERVICES COMMISSION) OF TITLE 12 (PARKS AND RECREATION) OF THE COSTA MESA MUNICIPAL CODE**

WHEREAS, Chapter III (Parks Arts, and Community Services Commission) of Title 12 (Parks and Recreation) of the Costa Mesa Municipal Code establishes a Parks, Arts and Community Services Commission (“Commission”), the rules, regulations, and procedures applicable to the Commission, and the membership requirements for the Commission; and

WHEREAS, the City Council desires to amend Chapter III to rename the Commission as the Parks and Community Services Commission and to remove all duties related to the Arts of the Commission.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The title of Chapter III of Title 12 of the Costa Mesa Municipal Code is hereby amended to read as follows:

CHAPTER III. PARKS AND COMMUNITY SERVICES COMMISSION

Section 2. Section 12-71 of the Costa Mesa Municipal Code is amended, as follows:

12-71. Commission established.

There is hereby established as a part of the government of the city, a parks and community services commission, which shall:

- (a) Consider and provide advice regarding matters that may be referred to it by the City Council, the City Manager, the Director of Parks and Community Services, or the Director of Public Services;
- (b) By its own motion, conduct studies and investigations and hold public hearings as it may deem necessary for the formulation of policies, plans, and procedures relating to parks, recreation, senior programs, recreation facilities, community facilities, and parkways, or to determine the wisdom and efficacy of such policies, plans and procedures, or to determine an action plan to pursue in implementing the City’s Parks, Recreation and Open Space Master Plan and report its findings and recommendations to the City Council, the City Manager, the Director of Parks and Community Services, and/or the Director of Public Services;

- (c) Recommend to the city council approval of concept plans for development and/or modification of parks, recreation, community, and open space facilities;
- (d) Solicit to the fullest extent possible the cooperation of school authorities and other public and private agencies concerned with the parks, recreation, recreation facilities, community facilities, and parkways of the City;
- (e) Make recommendations and findings on the necessity for removal of parkway trees and the necessity for terms and conditions for retention of trees in accordance with Chapter V of Title 15 of this Code, which decisions shall be final notwithstanding section 2-303;
- (f) Set the fees to be charged to participants in recreation and community programs and classes in accordance with the guidelines adopted by the City Council;
- (g) In its discretion, review the annual budget as presented to the City Council and advise it on the current operational needs and long-range plans for capital improvements;
- (h) Periodically visit parks, recreation and community facilities in the city to review established programs and facilities, and to monitor needs in accordance with the Parks, Recreation and Open Space Master Plan;
- (i) On behalf of the city, actively encourage programs for the cultural enrichment of the community;
- (j) Solicit partnerships with senior organizations which share the common goal to serve Costa Mesa's senior population; and
- (k) Seek out and recommend to the City Council, City Manager or Director of Parks and Community Services possible public and private funding opportunities available to implement new or enhance existing senior programs and services. (Ord. No. 19-06, § 2, 4-2-19)

Section 3. Subsection (a) of Section 12-74 of the Costa Mesa Municipal Code is hereby deleted in its entirety and replaced with the following: (a) *Commission*. The Parks and Community Services Commission shall consist of seven (7) members. There shall be one (1) member from each electoral district of the city and one (1) at-large member.

Section 4. Section 12-74(c) of the Costa Mesa Municipal Code is hereby deleted in its entirety and replaced with the following:

- (c) *Residency in districts*. Except for the at-large member, each member of the commission must be a resident of the electoral district from which the member is

nominated at the time the member is nominated and appointed. If any member of the Commission ceases to be a resident of the district from which the member was appointed, that member's appointment will automatically terminate. The at-large member must be a resident of the City. If the at-large member ceases to be a resident of the city, that member's appointment will automatically terminate. The Commission secretary shall immediately inform the City Council of any such termination.

Section 5. Section 12-74(e) of the Costa Mesa Municipal Code is hereby deleted in its entirety and replaced with the following:

(e) *Senior liaison.* If the Mayor does not assign the liaison position, the members of the Commission shall designate one (1) member of the Commission to serve as the liaison for the senior center.

Section 6. Environmental Compliance. This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061(b)(3)(General Rule) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

Section 7. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

Section 8. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Costa Mesa hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 9. Effective Date. This Ordinance shall take effect thirty (30) days after its final passage.

Section 10. Certification. This City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this ____th day of _____, 2022.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City
Attorney

ORDINANCE NO. 22-24**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADDING CHAPTER IV (ARTS COMMISSION) OF TITLE 12 (PARKS AND RECREATION) OF THE COSTA MESA MUNICIPAL CODE**

WHEREAS, Chapter III (Parks and Community Services Commission) of Title 12 (Parks and Recreation) of the Costa Mesa Municipal Code was recently amended to delete responsibilities relating to the arts from the purview of the Parks and Community Services Commission (previously known as the Parks, Arts and Community Services Commission); and

WHEREAS, the City Council previously approved the City's Arts and Culture Master Plan; and

WHEREAS, in accordance with the new Arts and Culture Master Plan, the City Council desires to establish an Arts Commission to assume all duties related to the arts for the City,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter IV of Title 12 of the Costa Mesa Municipal Code is hereby added to read as follows:

CHAPTER IV. ARTS COMMISSION

12-75. Commission established.

There is hereby established as a part of the government of the City, an Arts Commission, which shall:

- (a) Consider and provide advice regarding matters that may be referred to it by the City Council, the City Manager, the Director of Parks and Community Services, or the Director of Public Services;
- (b) By its own motion, conduct studies and investigations and hold public hearings as it may deem necessary for the formulation of policies, plans, and procedures relating to arts, or to determine the wisdom and efficacy of such policies, plans and procedures, or to determine an action plan to pursue in implementing the City's Arts and Culture Master Plan and report its findings and recommendations to the City Council, the City Manager, the Director of Parks and Community Services, and/or the Director of Public Services;
- (c) Recommend to the City Council approval of concept plans for development and/or modification of arts programming, policies and services;

- (d) Solicit to the fullest extent possible the cooperation of school authorities and other public and private agencies concerned with the arts, in the City;
- (e) Make recommendations and findings on public art installations for temporary and permanent artworks and arts events and programs;
- (f) Set the fees to be charged to participants in arts programs and classes in accordance with the guidelines adopted by the City Council;
- (g) In its discretion, review the annual budget as presented to the City Council and advise it on the current operational needs and long-range plans for arts opportunities and for a community arts center facility;
- (h) On behalf of the City, actively encourage programs for the cultural and artistic enrichment of the community;
- (i) Solicit partnerships with arts organizations and artists who share the common goal to serve Costa Mesa's arts and culture landscape;
- (j) Solicit partnerships with senior organizations which share the common goal to serve Costa Mesa's senior population relating to arts; and
- (k) Seek out and recommend to the City Council, City Manager or Director of Parks and Community Services possible public and private funding opportunities available to implement new or enhance existing arts programs and services.

12-76 Rules and regulations.

The commission shall operate under the following rules and regulations:

- (a) *Chairperson, vice-chairperson:* The election of the chairperson will precede that of the vice-chairperson nominations. Elections of officers shall take place annually to coincide as closely as possible with the appointment terms of the commissioners. The commission, in event of a vacancy in either office, shall elect one (1) of its members for the unexpired term.
- (b) *Meetings:* The commission shall meet at City Hall, 77 Fair Drive, on the times and dates set forth by resolution of the City Council. In the event the regular meeting day falls on a holiday, the regular meeting shall be held on the next business day. A regular or adjourned meeting may be adjourned to a time and place specified in the order of adjournment. Special meetings may be called at any time by the chairperson, or in the absence of the chairperson, by the vice-chairperson, by the City Manager, the Mayor, or by the majority of the members of the commission, by notice delivered to each available member of the commission, at least twenty-four (24) hours previous to the meeting. A

regularly scheduled meeting may be canceled or rescheduled by a majority vote of the commission, with proper notice as required by law.

(c) *Quorum:* A majority of the members of the commission shall constitute a quorum for the transaction of business. No action shall be taken by the commission unless it is concurred in and adopted by the affirmative vote of at least a majority of the members present. The powers conferred to the commission shall be exercised by motion of resolution and recorded in the minutes. Upon request of any member of the commission a roll call of the vote shall be conducted, and the results thereof recorded in the minutes.

(d) *Secretary:* The secretary shall be designated by the Director of Parks and Community Services. The secretary shall record the minutes of the commission and shall maintain the records of its proceedings and transactions.

12-77. Procedures.

(a) All meetings of the Commission shall be open to the public.

(b) Matters brought before the Commission by the public, Director of Parks and Community Services, or their designee, shall be considered by the Commission and it shall report its actions, findings and recommendations to the City Council, the City Manager, or the Director of Parks and Community Services.

12-78. Membership.

(a) *Commission.* The Arts Commission shall consist of seven (7) members.

(b) *Appointment and removal of commissioners.* Each Council member elected by district shall appoint a Commission member who may or may not be a resident of his or her district, subject to approval by a majority vote of the entire City Council. The Mayor shall appoint a Commission member, subject to approval by a majority vote of the entire City Council. Commission members appointed shall be for a term of four (4) years, except as otherwise provided in this section. The Commissioner appointed by the Mayor shall be for a two (2) year term, except as otherwise provided in this section. Commissioners serve at the pleasure of the City Council. A member may be removed prior to the expiration of his or her term by a majority vote of the entire City Council. Additional details for the appointment procedures and member qualifications, terms and compensation may be set by City Council policy. For the initial appointments only, members appointed by the representatives of the first, second and sixth districts shall initially serve a two (2) year term.

(c) *Residency in the City.* Each member of the Commission must be a resident of the City at the time the member is nominated and appointed. If any member of the Commission ceases to be a resident of the City, that member's appointment will

automatically terminate. The secretary of the Arts Commission shall immediately inform the City Council of any such termination.

(d) *Term.* The term of each Commission member shall expire on the date on which the second regular meeting in January is held immediately following expiration of the term of the Council member or Mayor who appointed that member, or until he or she is reappointed or replaced.

Section 2. Environmental Compliance. This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061(b)(3)(General Rule) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

Section 3. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Costa Mesa hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after its final passage.

Section 6. Certification. This City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this ____th day of _____, 2022.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City
Attorney

DRAFT

REGULAR MEETING OF THE CITY COUNCIL
CITY OF COSTA MESA

AUGUST 20, 1984

The City Council of the City of Costa Mesa, met in regular session on August 20, 1984, at 6:30 p.m., in the Council Chambers of City Hall, 77 Fair Drive, Costa Mesa, California. The meeting was called to order by the Mayor, followed by the Pledge of Allegiance to the Flag, and Invocation by the Reverend Denis Lyons, St. John the Baptist Catholic Church.

ROLL CALL	<p>Council Members Present: Hall, Johnson, Hertzog, McFarland, Schafer</p> <p>Council Members Absent: None</p> <p>Officials Present: City Manager, City Attorney, Development Services Director, Director of Public Services, Deputy City Clerk</p>
MINUTES August 6, 1984	<p>On motion by Councilwoman Schafer, seconded by Vice Mayor Johnson, and carried 5-0, the minutes of the regular meeting of August 6, 1984, were approved as distributed and posted.</p>
ORDINANCES	<p>A motion was made by Vice Mayor Johnson, seconded by Councilwoman Hertzog, and carried 5-0, to read all ordinances by title only.</p>
CONSENT CALENDAR	<p>On motion by Vice Mayor Johnson, seconded by Councilwoman Hertzog, all Consent Calendar items were approved in one motion by the following roll call vote:</p> <p>AYES: COUNCIL MEMBERS: Hall, Johnson, Hertzog, McFarland, Schafer</p> <p>NOES: COUNCIL MEMBERS: None</p> <p>ABSENT: COUNCIL MEMBERS: None</p>
WRITTEN COMMUNICATIONS	<p>On motion by Vice Mayor Johnson, seconded by Councilwoman Hertzog, Resolution 84-105, being A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, RECOGNIZING AND COMMENDING THE STAFF OF SOUTH COAST REPERTORY ON THEIR 20TH ANNIVERSARY, was adopted by the following roll call vote:</p> <p>AYES: COUNCIL MEMBERS: Hall, Johnson, Hertzog, McFarland, Schafer</p> <p>NOES: COUNCIL MEMBERS: None</p> <p>ABSENT: COUNCIL MEMBERS: None</p>
SCR's 20th Anniversary	
MOTION Resolution 84-105 Adopted	
Chamber of Commerce Arts Committee	<p>The Deputy City Clerk presented the request from the Chamber of Commerce Arts Committee to adopt the slogan "City of the Arts."</p> <p>The City Manager summarized his memorandum dated August 14, 1984, recommending the following:</p> <ol style="list-style-type: none"> (1) Adopt only the motto "City of the Arts" and not alter the City Seal. (2) Authorize payment of the deficit for displaying of "Arts Month" banners (estimated to be approximately \$5,000.00). (3) Appoint a nine-member arts committee whose primary purpose will be to make recommendations to the City Council on the establishment of a

goal statement as it concerns all aspects of cultural arts in Costa Mesa; the coordination of the activities of the arts community in Costa Mesa; and establishment of a criteria by which arts organizations in Costa Mesa may apply for special funds set aside annually and recommend to the City Council those local arts organizations which should be considered for funding.

The City Manager also recommended that the committee be comprised of at least one City Council Member and one staff member, with the other members being from the community.

- (4) Authorize the City Manager's office to proceed with the third annual grant of \$10,000.00 to South Coast Repertory Theatre and withhold any other funding pending review by the proposed arts committee.

Nate Reade, Executive Director, Costa Mesa Chamber of Commerce, stated that they were not requesting to change the City Seal, but asking the City to adopt the motto, "City of the Arts."

Mayor Hall proclaimed the month of September to be "Arts Month in Costa Mesa."

MOTION
Slogan
Adopted

A motion was made by Councilman McFarland, seconded by Councilwoman Schafer, and carried 5-0, to adopt the motto "City of the Arts", and to use the motto where appropriate.

Larry Granger, South Coast Symphony, supported the formation of an arts committee.

MOTION
Committee
Authorized

A motion was made by Councilwoman Hertzog, seconded by Vice Mayor Johnson, and carried 5-0, to initiate a nine-member arts committee.

MOTION
Funding
Authorized

A motion was made by Councilman McFarland, seconded by Councilwoman Schafer, and carried 5-0, to donate \$10,000.00 to South Coast Repertory and to direct the arts committee to make recommendations for other funding by December 1, 1984.



Community-created mural by Friends of Brentwood Park

OBJECTIVE 3.3: ESTABLISH A CITY ARTS COMMISSION AND RETAIN THE CITY'S CULTURAL ARTS COMMITTEE IN A NEW ROLE.

Costa Mesa has an 11-member Cultural Arts Committee that functions with a dual purpose: primarily, hands-on volunteer coordination in support of city sponsored events and, secondarily, if only periodically, consideration of arts related policies and practices. Few Committee members have professional arts experience or public policy expertise.

In California, Committees typically meet as needed and are advisory bodies, whereas Commissions meet more often and make decisions that are final, absent successful appeals to Council. City Commissions, because effectively they are delegated legislative authority, are broadly viewed as more prestigious, i.e., as compared with City Committees.

Effectively engaging the public ensures broad participation in both City sponsored programs and development of public policy. Bifurcating the twin functions of the Cultural Arts Committee would serve to better advance both functions. Each warrants a singular focus by the citizens best suited to the respective dynamics and challenges at hand.

Establishing an independent Commission would reflect the Council's desire for an ongoing policy focus, along with vigilant oversight of City investments in the arts. A new Commission would serve to attract those residents best qualified by virtue of knowledge and experience, which in turn would redound to the benefit of Council and the public at large.

11 cities in Orange County have Arts Commissions—none with a motto of “City of the Arts.” This would be a statement to the world that Costa Mesa holds in highest regard the vital role of the arts in its community.

We recommend:

- **Action 3.3.1:** Establish an Arts Commission comprised of seven members appointed by Council who have some combination of deep knowledge of and/or professional experience in the cultural arts.
- **Action 3.3.2:** Retain a Committee with a new mission of building public awareness and providing volunteer coordination for City arts events.

“SIMPLY PUT, IT DEMONSTRATES A HIGHER COMMITMENT TO THE ARTS.”

—Key stakeholder comment

Example Arts Commission Application Questions

1. Full Name:
2. Address:
3. Mobile Phone:
4. Home Phone:
5. Email:
6. Current or Most Recent Employer:
7. Current or Most Recent Job Title:
8. Key Accomplishments:
9. Please share you background and experience or knowledge of the arts (visual and performing), arts education, arts administration and community outreach/engagement:
10. Why are you applying to be an Arts Commissioner for the city of Costa Mesa?
11. Please share you vision for the arts in Costa Mesa:
12. Please share your experience in producing and or participating in arts and multicultural programming:
13. Please share any other relevant work experience, volunteer work, community activities or memberships:
14. How did you hear about this opportunity?
15. Attach a resume:
16. Signature:



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-759

Meeting Date: 6/21/2022

TITLE:

PROFESSIONAL SERVICES AGREEMENT WITH TCCG TECH COAST CONSULTING GROUP LLC TO PREPARE AN ECONOMIC DEVELOPMENT STRATEGIC PLAN FOR THE CITY OF COSTA MESA

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/ PLANNING DIVISION

PRESENTED BY: DANIEL INLOES, ACTING PRINCIPAL PLANNER / ECONOMIC DEVELOPMENT ADMINISTRATOR

CONTACT INFORMATION: DANIEL INLOES, AICP, ACTING PRINCIPAL PLANNER / ECONOMIC DEVELOPMENT ADMINISTRATOR, (714) 754-5088

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and authorize the City Manager and City Clerk to execute an agreement with TCCG Tech Coast Consulting Group LLC (TCCG), for a not-to-exceed amount of \$200,000 for the term of one year with an additional four one-year renewal options, in substantially the form as attached, and in such final form as approved by the City Attorney.
2. Authorize the City Manager and City Clerk to approve future amendments to the agreement with TCCG including potential increases in compensation so long as such amendments are within the annual budget.

BACKGROUND:

As the market has become more competitive and the economic landscape less predictable, revenue sources for local governments have become more limited and complex over time. Within this context over the last several years, the City has begun to take a more proactive and innovative approach to cultivating a thriving local economy including creating new revenue sources and increase existing revenue sources to fund the wide variety of infrastructure and community services Costa Mesa residents and businesses expect. With finite resources, a built-out City, and an infinite number of potential opportunities and actions, identifying a clear vision for economic prosperity is paramount. Just like a sports team needs a playbook to act decisively and quickly, Economic Development Strategic Plan will establish a clear vision, strategy, and action items to ensure Costa Mesa continues to thrive economically.

In 2021, the City Council established its first set of Council Goals and Objectives and included “Achieve long-term fiscal sustainability” as a key goal and a related objective, “Develop the scope of work for the Economic Development planning consulting contract and present to the City Council”.

Staff developed a scope of work based on the current economic climate, requests and direction from the City Council, best practices/case studies, and feedback gathered from hundreds of interviews with local business leaders, educational institutions, and non-profits throughout the City. The scope of work was approved by the City Council on August 3, 2021 on a 6-1 vote and the Council directed staff to release a Request for Proposals (RFP). The link to that report is below.

<http://ftp.costamesaca.gov/costamesaca/council/agenda/2021/2021-08-03/NB-2.pdf>

ANALYSIS:

RFP and Selection Process

The City released the RFP for the Economic Development Strategic Plan on April 5, 2022 and proposals were due on May 3, 2022. The evaluation committee consisted of two internal evaluators and one external evaluator. The committee evaluated the proposals based on the criteria established in the RFP and interviewed the top three prospective firms. The evaluation committee selected TCCG Tech Coast Consulting Group as the most qualified consulting firm for this project. TCCG committed to the requested scope of work and have developed a team with the appropriate experience to complete all aspects of the work for a not-to-exceed cost of \$200,000. The draft agreement is provided as an attachment.

Recommended Consultant - TCCG

TCCG Tech Coast Consulting Group LLC (TCCG) is an economic development, strategic planning and economic research firm based locally in Orange County. The consulting group has 22 years of experience which includes assisting in the development of Orange County’s Comprehensive Economic Development Strategy (CEDS). The managing partner Wallace Walrod Ph.D., will be the project manager for the City’s Economic Development Strategic Plan. Mr. Walrod is the Chief Economic Advisor for the Southern California Association of Governments, Orange County Business Council, the Draper Hero Institute, and ESRI. He consults with local, regional and state government agencies as well as world-class financial organizations, including JP Morgan Chase and Merrill Lynch. His knowledge of the local economy is well recognized, and his passion for the economic success for Orange County has been witnessed by hundreds every year at the Economic Development Summit in Los Angeles when he provides economic professionals with an update to the Orange County economy. TCCG is not only dedicating its firm’s resources to this work effort but has assembled a team that provides the expertise necessary to successfully complete the City’s full scope of work.

This team includes three other experts and their associated firms:

- Robert Kleinhenz, Ph.D., Kleinhenz Economics - Mr. Kleinhenz has over 30 years of experience in conducting economic research as a Chief Economist for the Los Angeles County Development Corporation, Executive Director of Research for Beacon Economics, and Founder for Kleinhenz Economics. Coupling his practical experience with an extensive knowledge of our region and

expertise in sharing complex economic principals with the public, he makes for a strong Lead Consultant;

- Benjamin Palmer, SEED Consulting - Mr. Palmer has over 11 years of economic development and experience in the Orange County area and specific experience in actionable strategies. Mr. Palmer was born and raised in Orange County and purchased his first home in Costa Mesa's Mesa Del Mar neighborhood. While he is trained at evaluating the economic characteristics of a community, he also can draw from his daily experiences living in Costa Mesa.
- Rebecca Alvarez, Nonprofit Strategies - Ms. Alvarez has over 17 years of experience in community outreach and is the principal for Nonprofit Strategies, a firm which specializes in assisting nonprofit agencies in community outreach. Ms. Alvarez and her firm have assisted over 100 organizations including; American Red Cross, San Diego County, THINK Together, and Project Hope Alliance. She is also bilingual which will assist substantially in the outreach process.

Scope of Work

If approved, TCCG will immediately begin work on the City's Economic Development Strategic Plan summarized in the following work efforts:

1. Studies & Analysis - establish a clear economic baseline;
2. Vision & Goal Setting - identify a vision and economic development goals to be implemented over the next several years;
3. Develop Action Plan & Priorities - establish a menu of action items that meet community goals and improve the City's economic prosperity;
4. Develop Tools, Metrics, Models, and Evaluate Resources - provide tools for staff to execute the action plan after its completion, and develop indicators and metrics for ongoing evaluation of economic prosperity and the success of the City's implementation actions moving forward;
5. Provide Materials & Branding - provide materials and branding for ongoing implementation and identify the next steps to move the plan forward.

This work effort includes community outreach throughout the process. Staff is planning for a series of town hall meetings, targeted outreach to Costa Mesa's business community and economic enclaves, City Council Study Sessions at key points in the process, and the establishment of a Blue Ribbon Panel made up of Costa Mesa business and community leaders to work in partnership with staff to guide the work effort.

Timeline

TCCG's proposal commits to completing the strategic plan work effort within nine months. If the City Council approves the professional services agreement, City staff will finalize the agreement and will finalize the schedule to ensure delivery of a high-quality Economic Development Strategic Plan in a timely manner.

ALTERNATIVES:

The City Council could modify the scope of work, request an alternative consultant, or opt to not develop an economic development strategic plan. Staff does not recommend these alternatives. While this will be the first time the City has created an economic development strategic plan, it has become salient and best practice for local governments to develop a clear strategy as to how the City will navigate international, regional, sub regional, and e-commerce pressures that will determine the path of the City's economic future.

FISCAL REVIEW:

The contract with TCCG is for a not-to-exceed amount of \$200,000. Funds are available in the Development Services Department's FY 2022-23 budget.

LEGAL REVIEW:

The City Attorney's office has prepared the attached draft agreement and approved this report as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Achieve Long-Term Fiscal Sustainability

CONCLUSION:

Staff recommends the City Council:

1. Approve and authorize the City Manager and City Clerk to execute an agreement with TCCG Tech Coast Consulting Group LLC, for a not-to-exceed amount of \$200,000 for the term of one year with an additional four one-year renewal options, in substantially the form as attached, and in such final form as approved by the City Attorney.
2. Authorize the City Manager and City Clerk to approve future amendments to the agreement with TCCG including potential increases in compensation so long as such amendments are within the annual budget.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
TCCG TECH COAST CONSULTING GROUP, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 21st day of June, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and TCCG TECH COAST CONSULTING GROUP, LLC, a Delaware limited liability company ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide consulting services in connection with the creation of the City's Economic Development Strategic Plan, 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 Exhibits "A" and "B" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit B. Consultant's total compensation shall not exceed Two Hundred Thousand Dollars (\$200,000.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Consultant shall commence providing services on July 1, 2022 ("Service Commencement Date"). Said services shall be performed in strict compliance with the Project Schedule set forth in Exhibit B. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, 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 one (1) year from the Service Commencement Date, ending on June 30, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by four (4) additional one (1) year periods upon mutual written agreement of both parties.

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

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), 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.

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:

TCCG Tech Coast Consulting Group, LLC
7545 Irvine Center Drive #200
Irvine, CA 92618
Tel: (949) 280-5492
Attn: Dr. Wallace Walrod

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5088
Attn: Dan Inloes

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 "C" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

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

complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

any reasonable assistance and cooperation which City might require.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Daniel Inloes
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Jennifer Le
Economic and Development Services
Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
SCOPE OF WORK

Scope of Work for Costa Mesa's Economic Development Strategic Plan RFP

Introduction

The City of Costa Mesa, California, is looking for a partner to create the City's first economic development strategic plan. The strategic plan will consist of two main components: the City's strategic vision and the action plan. Costa Mesa's strategic vision document will establish an economic baseline, market context, and a clear vision including overarching economic goals and objectives. The action plan will outline the immediate actions necessary to implement the strategic vision. Both plan components will be based upon quantitative evidence from data portals available to the Consultant and the City and focused analytical studies by the Consultant, as well as qualitative data gathered from community outreach efforts, SWOT analysis, and case studies. Costa Mesa's action plan will provide the means by which programs, projects, and tasks that push the vision and goals of the strategic vision forward can be tracked, measured, and evaluated. While the strategic vision will have a five-to-seven-year outlook, the action plan will focus on the immediate actions that must take place within the next few years.

Project Overview and Objectives

Intent

The City of Costa Mesa serves its residents, businesses, and visitors by promoting a vibrant and prosperous community. To that end, the City of Costa Mesa prioritizes committing the resources necessary to create a responsive economy that nurtures a competitive workforce and generates a thriving economic market that is prosperous and resilient. The successful bidder will articulate a successful strategy and proposal to accomplish this mission and will provide the tools and actions necessary for the City to measure success and deliver on the strategic plan goals that are set.

Purpose: Beyond Just A Return on Investment

While the strategic vision must be designed to increase the City's tax base and expand the economic opportunities of its businesses & residents in an equitable manner, it is also meant to improve the economic vibrancy of all economic enclaves within the City (a map of Costa Mesa's economic enclaves is included at the end of Scope of Work). Its goals, objectives, and policies should prioritize actions that will increase human, social, fiscal, manufacturing, and natural capital. While all tasks, programs, and projects should be aimed at elevating the City's overall brand and attracting new business to the City, a prosperous community is safe, accessible, occupied, transactionally efficient, resilient, sustainable, and engaging to all people. The City is seeking more than GDP growth but a thoughtful plan that responds to market failure, responsibly develops common goods, and responsibly seeks to encourage and incentivize the type of development that will support existing businesses, improve the City's economic resiliency, and seeks growth that has a holistic economic benefit.

Scope of Work

All prospective consultants are required to articulate and address the approach to implementing each phase of the economic development strategic plan. While the City accepts proposals and even encourages proposals that include sub-consultants to assist with some of the required tasks, a primary consulting firm must oversee and coordinate all activities and work products prepared by sub-consultants and ensure deliverables are provided on time and in accordance with the direction of the City. The City has identified eight phases to the development of a strategic plan and action plan:

- | | |
|--|---|
| 1. Economic Context
An Analysis of Costa Mesa | 5. Resource Assessment
Recommendations for resources |
| 2. A Vibrant Strategic Vision
Strategic vision document | 6. Implementation and Assessment Tools
Identify tools/indicators |
| 3. Exploration of Key Economic Studies
Development of key actions/programs | 7. Comprehensive Action Plan List
Costa Mesa-specific action list |
| 4. Economic Best Practices
Development of best practices | 8. Prosperity Action Plan
Draft and final action plan |

Community Mobilization

The City of Costa Mesa is highly sensitive as businesses have recently been impacted by eighteen months of restrictions and limitations due to the COVID-19 pandemic. As COVID-19 restrictions lift and our community turns toward reopening and recovery, companies are mobilizing and have limited time to track or participate in this effort. Thus, the mobilization necessary for developing and implementing this plan will require deference to participants by first being clear, respectful, and engaging and, second, objective and evidence based. Community outreach meetings must be short and efficient. The benefits of this endeavor must be transparent to the businesses that are engaged. Announcements or notifications to businesses must be clear, direct, and visually interesting to garner their attention. As part of the proposal, the City requests a sample of an outreach notification sent for a similar project. Decisions regarding goals, policies, objectives, and actions must be based on unbiased empirical evidence and professionally accepted concepts. All goals, policies, objectives, or prioritized actions must be shown to have a significant economic benefit and ensure community resiliency. For each recommendation, an analysis and justification must be provided.

City of Art's Artist Collaboration

The City requests engaging and dynamic infographics and visuals as a part of the strategic vision and action plan. The City is seeking visuals and information that encapsulate the results of the studies, analysis, and outreach, and indicate a branding for the vision so it is easy to share. Visuals that are informative but effective because they are creative and fun are highly desired. The mediums sharing the vision and action plan should be engaging and should draw in the reader and rely on visuals whenever possible. For this

purpose, the City requests that the Consultant identify a local artist that they would partner with to help produce the visuals for the report. The City will work with the Consultant to help identify the information or visuals that can be used toward branding, marketing, and community buy-in. The City maintains an artist directory online for reference. While your team should budget for this expense and make it a part of your proposal, the artist does not need to be selected prior to the submittal of your proposal; however, the proposal must address how this requirement will be addressed.

Tasks

PHASE 1: Economic Context – An Analysis of Costa Mesa

The Context section is the deep dive into understanding macro and micro economic structures that exist in the City. The Consultant must provide a methodology, which allows data to be processed and contextualized for the City of Costa Mesa.

The Consultant will also review economic development related information, reports, and studies the City has already generated. The Consultant will review in this section other planning documents which affect the economic vitality of the City including but not limited to SCAG's SCS, Costa Mesa's General Plan and Area Plans, Orange Coast College Master Plan, Airport Land Use Plan, OC Fair and Event Center Master Plan, and more.

The Consultant will conduct a demographic, socioeconomic, and psychographic analysis which tracks all age cohorts for the last ten years; looking specifically at income, wealth and credit levels, home ownership, poverty, education levels, commute time, skills, underemployment, and race. The Consultant will prioritize use of 2020 US Census Data. The Consultant will provide the trends and forecasts associated with these datasets and identify potential indicators for implementation metrics in the future.

The Consultant will evaluate the maturity of all industries within the City and determine the top seven industries within Costa Mesa for each of the following: 1) produces the most tax revenue, 2) hires the most people, 3) has the largest number of distinct businesses, and 4) identifies those industries with the most diverse distribution within the various types of uses that support an industry (office, headquarters, research and development, retail, manufacturing).

The Consultant will assess non-residential building stock to identify the distribution of building stock and existing availability for the potential to allow for all levels of a business's life cycle, i.e. incubator space, launch, growth, shake-out, maturity, and re-envisioning. The building stock's productivity will be assessed by looking at the revenue and economic benefit by square foot of each non-residential building in Costa Mesa.

The Consultant will identify potential markets that are currently growing and evaluate the most lucrative market's needs for any growth potential in Costa Mesa. This will include assessing the potential growth within the hospitality and tourism sector, specifically, the number of keys that could be supported within Costa Mesa. This is a detailed market analysis. The Consultant will assess the potential for crucial capital improvement projects that can have a significant economic benefit. The Consultant will meet with staff from the various departments to assess potential projects with high economic development potential.

Community outreach for this effort will be critical. Since there are seven economic enclaves, there will be a minimum of eight onsite community engagement meetings with at least one of those community

engagement meetings conducted in Spanish. There will also be monthly e-meetings with the business community throughout this process that can be used to collaborate with focus groups, gather insights, information, or provide updates. Besides the community outreach mentioned above and internal meetings as needed throughout the project, the consultant should anticipate three public hearings, with additional meetings as necessary. The consultant will be responsible for attending these meetings, providing the staff that can conduct the meeting in Spanish, and providing materials needed for the meeting to City staff prior per an agreed upon schedule.

The Consultant shall provide the data, analysis, and final conclusions for each component outlined above as well as six separate stand-alone reports identified below. Each report shall provide an executive summary meant to be consumed by the public and a detailed report for Costa Mesa's economic development team to review. These reports are listed below.

1. Projections on E-commerce impacts specifically for Costa Mesa

The Consultant will provide insights on e-commerce for the specific markets within Costa Mesa and those markets which are remaining fairly e-commerce resilient. The e-commerce analysis will share what segments are seeing general growth and which ones are witnessing more cannibalism of physical market space. Review the impact of e-commerce and provide a breakdown on which goods and services are seeing strong growth or substantial market share being collected from e-commerce.

2. Contextual Analysis

Identify the roles in supply and demand met by each economic enclave within Costa Mesa and Costa Mesa in general relative to its sub-regional markets, regional markets, national markets, and the international market. This comes with projections or forecasts of how much demand there is for retail, industrial, and specifically what type of housing is in most demand based on jobs.

3. Market & Industry Cluster Analysis

The Industry Cluster Analysis portion of the strategy is intended to identify the economic sectors in which Costa Mesa is currently or is capable of becoming highly competitive at the national and global scale. Following identification of target industries, this portion of the plan should lay out action-oriented strategies for building upon and growing these sectors to create a diverse, sustainable and resilient economy that is sufficient to support the needs of the City and its population. Risks associated with their stability and growth shall be included in this part of the analysis. In addition to identifying industry sectors at the global scale in which Costa Mesa is competitive, a second objective is to identify the local industry clusters or strengths that enable the City to stand out within the region and prescribe strategies for growing and sustaining them.

4. Economic Site Value Index to identify Key Nodes

The City of Costa Mesa has to plan for the development of 11,760 additional housing units as part of its Housing Element. For this to be possible, some non-residentially zoned sites must be rezoned. To ensure that the areas converted to residential are going to provide minimal economic impact to the City, the consultant will evaluate all non-residentially zoned properties based on its current value, future commercial or industrial development potential, its uniqueness in the

development type, and geographic location, and other characteristics the consultants recommend. The Consultant will work with the City to generate an economic value index that will give each property a score. This index will help identify which commercial and industrial properties within the City are the most strategically important or valuable.

5. SWOT Analysis and Competitive Assessment

SWOT analysis to identify significant strengths, weaknesses, opportunities, and threats in the market, particularly as they compare to similar, competitive (or emerging competitive) markets. SWOT analysis includes identifying and evaluating exposure to systemic risks or 'shocks,' including those identified in the City's resilience strategy.

The SWOT analysis must also include a competitive assessment focused on comparing Costa Mesa to two competitor cities determined to be most similar to Costa Mesa in size, accessibility, proximity to tourism, age of development, business make-up, and any other socioeconomic indicators the consultants recommend. The competitive assessment may identify programs and projects that have been implemented in the comparison cities that would also benefit Costa Mesa.

6. Economic Benefit Scoring System

Since the City is a public agency with most of its goods/assets in its control due to market failure or regulation, that City's perspective on economic prosperity includes fiscal sustainability for the City and positive fiscal externalities to the business community. However, it is more than this as it captures ecological, social, and resiliency impacts as well. The City is a steward of the 16.5 square miles that makes up the City, its natural amenities, and resources. Social capital is a significant part of why current industries call Costa Mesa home. While some institutions in Costa Mesa predate the City, cities typically have the most extended shelf life and will be around longer than any one business. To ensure that City decisions only increase resiliency is critical. The consultant must develop a scoring system for any goal, policy, objective, or prioritized action to be given a score that reflects these considerations. This objective scoring system will allow all considerations to be accounted for simultaneously and goals, policies, objectives, or prioritized actions to be shared in a simplified and more complete manner.

PHASE 2: A Vibrant Strategic Vision

The Vibrant Strategic Vision must have four critical sections:

- First, it needs to provide a clear vision of what economic prosperity means to Costa Mesa and what components is the City choosing to focus on.
- Second, it needs to give a clear and accurate baseline to measure against for all relevant geographic levels (from international down to each Costa Mesa economic enclave).
- Third, it needs to pull from various existing reports, datasets and required additional studies itemized in this scope of work to produce the most critical goals, policies, and objectives the City would need to focus on for the next 5 to 7 years. These goals should be specific enough to guide decision-making but salient and fundamental enough not to fluctuate with market pressures.
- Fourth, since the document is meant to last 5 to 7 years, it must anticipate goals, policies, and objectives for each phase of the economic cycle. The vibrant strategic vision will also articulate how the City measures success and develop indicators for specific goals.

The Consultant shall work with the City to accurately assess the semi-permanent economic attributes of the City of Costa Mesa. The Consultant will identify in this section the other planning documents which affect the economic vitality of the City, including but not limited to SCAG's SCS, Costa Mesa's General Plan and area plans, Orange Coast College Master Plan, Airport Land Use Plan, OC Fair and Event Center Master Plan, and more. The Consultant shall provide a summarized permanent condition of the City of Costa Mesa, which determines the geographic attributes of the City. This includes analyzing the collection of public property, vacant land, traffic volumes, and the extent of smart City applications.

The Consultant will establish a base year that will be used for projections, forecasting, implementation, and success metrics moving forward. This base year will be critical for community outreach discussions as well.

The Consultant will collaborate with City staff in developing and reviewing the Vision document. They will be responsible for drafting the document, managing the requested revisions, and keeping track of the authoritative version. The majority of document review will be electronic, but print copies will be requested for public hearings and some final versions published as a resource for leadership. The document should be able to be printed in black in white without any limitation to the legibility of the document. Furthermore, a more website and digital friendly version of the document will be requested to be uploaded to the City's website in a searchable and interactive manner.

PHASE 3: Exploration of Key Economic Studies

The Consultant will produce standalone reports that include the data, analysis, and results of each of these concepts. The reports will include a detailed approach that implements each of these concepts and necessary actions for their launch.

1. Incentivizing development through intensity bonus programs

The City of Costa Mesa is 98% built out, and the State of California is pushing for additional housing. As the City continues to review how it might achieve its RHNA allocation, it is apparent that this may result in traditional commercial and industrial space transitioning to residential. At the same time, the vacancy rate for non-residential uses is well below average, and demand has persisted through COVID-19 due to the City's location and accessibility. To preserve the potential for non-residential development and use the subsidized residential market to its fullest potential, the consultant will explore the idea of creating a development opportunity reserve. The consultant will help identify the most beneficial structure of this program, establish a framework, and assess its impact. An example is the City could bank lost non-residential square footage that future projects could leverage based on the proposed project's economic benefit and quality in design. The Consultant will analyze the agreed upon program for its benefit based on existing versus projected demand of non-residential development and the potential development projects that may benefit from greater intensity. This type of incentive program may encourage potential residential projects to be mixed-use or provide growing businesses opportunity to expand in their current location without having to relocate.

2. Shop Local Incentive Program

The City would like to continue to encourage the long-term success of small businesses. As a City with a good number of small businesses, the City would like to find opportunities to continue to encourage these businesses through incentive programs. The ideal would be to not only support local businesses but encourage local shopping practices and strengthen the relationship between City businesses, non-profits, and local patrons. While City staff drafted a contract with a white label application from Colu, the Consultant will provide recommendations as to how it might be implemented or provide recommendations on other small business incentive projects, programs, or policies that can be initiated as well that can have as good or greater of an impact.

3. Next Steps for the Costa Mesa BAC

The consultant will evaluate and recommend actions for the further development and management of the Costa Mesa Business Assistance Collaborative (BAC). The BAC was created in response to COVID-19 to merge resources from the Chamber, Travel Costa Mesa, South Coast Metro Alliance, and the City to help businesses and get the word out to the business community of the resources that are available to them. The BAC, as part of the coordinated efforts the City took in helping businesses through COVID-19, received recognition from the Los Angeles Times and received a Golden Hub Award. All participants want to continue working with the BAC, especially since, in the process, the City has developed a microsite for business development. It provides resources, guidance, and a platform for all licensed businesses within the City.

4. City-wide Fiber

The City has been approached in the past about city-wide fiber. While this a substantial infrastructure project, it would cost millions of dollars. The City knows that there is a significant economic benefit for this type of infrastructure project. Potential economic benefits include direct revenue, from leasing the lines to ISPs, generation of market competition, which drives down the price for local clients, faster internet speeds, which support and draws higher-paying jobs, cost savings from negotiating a reduced rate for the City's internet service, and the development of a smart city network, which will generate cost savings from additional efficiencies and attract tech-friendly businesses. The City consultant will provide a complete financial review of a City-wide fiber installation capital improvement project and a recommendation on how it could be funded and completed. The Consultant will calculate the estimated economic benefit to the market and directly to the City through a financial pro forma.

5. Project Specific Economic Benefit Model and Policy

The consultant will generate an editable or filterable project-specific economic effect model and economic impact review policy. The model would evaluate the positive and negative economic effects of a given development. It should be a site-specific analysis that includes all significant factors. This includes both the direct cost and benefit as well as the positive and negative externalities of a given project. The consultant will also develop an accompanying policy document that would propose how and when this model would be used. The policy would also

include recommended exceptions to be considered by the City for development that addressed a significantly economic indicator which is substantially underrepresented within the City of Costa Mesa. Once the final model and policy are established the consultant would evaluate this program's economic development benefit.

PHASE 4: Economic Best Practices

The City would require the consultant to provide insight into best practices that create economic prosperity and available information as to how other Cities are implementing them. The consultant will provide City tailored options for best practices as itemized below in Costa Mesa and others recommended programs, projects, or actions by the Consultant that have a better economic benefit. Each concept, action, or project will be tailored for Costa Mesa, assessed based on overall economic benefit. If it has an economic benefit, it will be included in the potential projections or actions list. The consultant will provide at least one concept or idea that addresses each of the listed tasks or themes below or provide a replacement they share that has a proven greater economic benefit. The themes are:

- Develop & Retain Human Capital
- Decrease Economic Leakage
- Encourage Maturation and Growth of Existing Industries
- Prioritize Capital Improvement Projects
- Leverage the Benefits of having Two Census Tracts Identified As Opportunities Zones
- Establishing and Administration of Fiscal Incentive Programs
- Branding and Marketing Techniques that Work
- Diversification of the City's business portfolio
- Develop balance of businesses that thrive during different phases of the economic cycle
- Encourage environmental sustainability while supporting economic prosperity
- Support all phases of a businesses life cycle, especially incubators or start-ups
- Preparation and response to current legislation
- Workforce Housing
- Develop sense of place and destination
- Increased City service efficiencies

PHASE 5: Resource Assessment

The Consultant will produce a comprehensive resource assessment that will develop a recommendation on immediate and long-term staffing, networking, and budgeting needs. This report will include the following three sections.

Staffing

The City of Costa Mesa currently has one staff dedicated to economic development within the City, and this has not been sufficient to meet the City's current needs within this field, let alone additional tasks and projects that may be identified as part of this action plan. The consultant will recommend a staffing structure necessary for a successful implementation of the Vibrant Strategic Vision and three action plan options (low, medium, and high) with increased intensity or number of action items planned at each level. As part of this task, the consultant will provide a comparative analysis to other Cities within Orange County, and cities with similar service size, business make-up, square footage set aside for commercial

and industrial uses, development maturity, and City budget. These recommendations will be based on what would be necessary to successfully execute the action items within a two-year timeframe.

Recommended Partnerships and Data Access

The consultant will provide recommendations on the growth and development of partnerships and the acquisition of data. This section will include recommendations on the prioritization, viability, and form of partnerships that generate specialized groups like business improvement associations or opportunity investment and collaboration with entities that provide grants, training, or support. The consultant will also provide a list of the City's data needs and recommendations in order to provide for more accurate and precise indicators for economic success of the City as a whole as well as assessing each economic action. This section should also provide clarity on the most efficient format of business assistance the City can provide and the best structure that would serve the business community the best.

Budget & Grant Recommendations

The City currently has no line-item in the City Budget for economic development-related tasks and projects. Currently, the City has three contracts for Economic Development related services focused more on providing the City access to economic development businesses with comparative analytics or site selection tools. The consultant will estimate the budget necessary for the prioritized tasks established in Phase 4 and the goals set in Phase 2. The Consultant must also provide recommendations on how this budget can be phased into the General Budget, including potential grant programs the City should be aware of and should apply for based on some of the tasks being identified within the project. This will include a list of prioritized grants or financial programs the Consultant recommends the City apply for to implement its economic development actions plan or goals.

PHASE 6: Implementation and Assessment Tools

The success or failure of this plan cannot be anecdotal. This Consultant will be expected to provide a system of assessment tools that will allow for the City to have a solid structure of metrics and measurements to track, review, and help City staff determine the level of success of a given project.

The Consultant will draft the metrics and modify them based on City review. The metrics will be collected and used to update the overall economic vitality of the City and each of the economic enclaves each year.

PHASE 7: Comprehensive Action List

Based on all of the information gathered, the scoring of all potential projects and programs will be assessed based on the scoring system developed in Phase 1's Economic Benefit Scoring System. The City will work with the Consultant to identify the collection of projects or programs that can give the most significant benefit. A critical deliverable for the City is the list of all beneficial programs identified during this process, their score, other critical considerations, and a citation to any more detailed analysis conducted or found. The collection of projects will be determined based on level of benefit, comprehensiveness in addressing the established goals of the vision document, the duration it will take to implement the project, and its resource consumption. The Consultant will develop specific actions or markers for each program, project, or independent action with clear and precise metrics to match each one.

PHASE 8: Prosperity Action Plan

The Consultant will draft an easy-to-understand visual and branded final Prosperity Action Plan. The document will include a (maximum 11 x 17) poster highlighting the action items set to be completed within the following few years. It will identify the action that must take place and the metrics that determine its level of success. This document will also include general economic metrics, benchmarks, and indicators for the City and the individual economic enclaves that were assessed in the initial evaluations and must continue to be tracked to assess success and progress on goals, objectives, policies, and the selected programs and projects.

The reporting template to be created by the Consultant; one for the City-wide assessment and the other for the economic enclaves.

The City is also looking for implementation measurements that would assess the level of success for each action plan item and the ones that remain on the list submitted to the City in Phase 4.

Project Schedule

This project must be completed within 9 months. The Economic Development Administrator and the consultant will determine the exact schedule for the public outreach meetings and the dates of key deliverables in the kick-off meeting(s). While the consultant will not be working onsite, the expectation is that meetings will be held in person unless otherwise requested by the City if they include members of the public, business community, or Executive leadership. Regular check-in meetings can be conducted remotely. The schedule must consider the economic cycle. Therefore, after initial studies are concluded and a vibrant strategic vision is established, the remaining section must be completed as quickly as possible since fluctuations in the economy can alter analysis results within those phases.

Deliverables by Phase

1. Economic Context – An Analysis of Costa Mesa

Comprehensive analysis of the economic markets which make up Costa Mesa, review the documents which regulate the City or large properties near or within the City, detailed studies and reports which look at e-commerce, contextual analysis, market cluster analysis, a GIS based economic site value index to identify highest value nodes, a SWOT analysis, and an economic benefit scoring system to evaluate all potential actions for an unbiased assessment. This phase will also have a responsible community outreach component.

Deliverables:

- Separate and stand-alone studies on overall economic context for Costa Mesa, e-commerce's effect on Costa Mesa economy, a market and industry cluster analysis, trends and opportunities from economic site value index, SWOT analysis, and results and explanation of methodology for economic benefit scoring system.
- GIS layers reflecting the economic site value index results and the other applicable studies.
- Economic benefit scoring system.
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes. This includes a briefing memo to the City on this phase.

2. A Vibrant Strategic Vision

The consultant will generate Costa Mesa's Vibrant Strategic Vision

Deliverables:

- Draft and Final Vibrant Strategic Vision
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes. This includes a briefing memo to the City on this phase.

3. Key Economic Studies

The Consultant will produce standalone reports that include the data, analysis, and recommendations surrounding key concepts including: cap and trade program for development intensity (transfer of development rights program), growth of shop local incentive programs, development of the Costa Mesa BAC, implementation of a City-wide fiber project, and the development of a project specific economic benefit model and accompanying economic benefit policy for development projects.

Deliverables:

- Separate and stand-alone studies on: Cap and Trade of Development Intensity, Growth Strategy of Shop Local Incentive Program, Growth Strategy for Outreach, Branding, and Collaboration, Fiscal benefit analysis of implementation options for a city-wide fiber project, Study on cost benefit analysis of an Economic Benefit Policy and Model.
- A Project Specific Economic Benefit Model.
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes. This includes a briefing memo to the City on this phase.

4. Economic Best Practices

The Consultant will review major economic themes provided by the City and provide a potential best practice, project, program, or action for each of them.

Deliverables:

- Separate and stand-alone study that provides the City with at least ten programs, projects, or actions that would have the highest economic benefit to Costa Mesa. There must be at least one recommended action that speaks to each of the most critical economic themes identified in the scope of work.
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes. This includes a briefing memo to the City on this phase.

5. Resource Assessment

The Consultant will assess the staffing, networking, and budget needs to implement the recommended action plan and identify potential funding sources available for identified projects.

Deliverables:

- A stand-alone report which reviews current staffing, partnerships, tools, and budget as well as provides recommended actions for each based on three levels of alternatives.
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes. This includes a briefing memo to the City on this phase.

6. Implementation and Assessment Tools

Evaluate and identify specific indicators and metrics to be used to assess progress and success for each proposed action.

Deliverables:

- A stand-alone report which matches objectives with best measurable indicators and establishes metrics for success or sustainability for each of those goals, policies, objectives, or specific actions.
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes. This includes a briefing memo to the City on this phase.

7. Comprehensive Action List

The Consultant will create a complete list of recommended projects, programs, and actions necessary to implement the strategic vision. The consultant will evaluate each based on the Action's Economic Benefit scoring system, then determine the prioritization of the listed actions and their associated indicators or metrics.

Deliverables:

- A prioritized recommended action list with associated economic benefit score, indicators, and metrics.
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes. This includes a briefing memo to the City on this phase.

8. Prosperity Action Plan

Generate the Prosperity Action Plan.

Deliverables:

- Draft and Final Prosperity Action Plan
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes.
- Attendance and preparation for public outreach meetings, presentation materials, and detailed minutes. This includes a briefing memo to the City on this phase.

Adoption Plan

A successful adoption of this Economic Development Strategic Plan involves: community support throughout the development process and buy-in; a successful review and recommendation from Planning

Commission; approval of the Economic Development Strategic Plan from City Council; visuals and marketing components uploaded to costamesabac.com and the City Website; and a dynamic ESRI story map that explains the goals and objectives of the Vibrant Strategic Vision and the list of prioritized actions within the Prosperity Action Plan; resources for the annual evaluation of the Economic Development Strategic Plan; and instructions and clear methodology on the use and parameters of the models requested as part of this deliverable with training and support for each during their initial use by staff.

Project Management

Structure of Contract

The City is seeking to partner with an Economic Development Consulting firm or collection of firms that have extensive experience with developing an economic development strategic plan for a local government agency, conducting sophisticated spatial economic analysis, and collaborating with a City's business community. The City seeks to build a partnership with the Consulting firm and take a collaborative and tailored approach to create a vibrant, and innovative strategic plan unique to Costa Mesa. Due to the number of documents and phases required for this effort, the City is seeking a deliverables-based contract. While the City has established the individual deliverables, approach and order of tasks listed in the contract will be mutually agreed upon by the City and the Consultant. All deliverables will be approved by either the Economic Development Administrator (EDA) or the Economic & Development Services Director (EDSD). It is anticipated that some deliverables will be first provided in a draft format only and final approval given once additional phases are complete so the product can be analyzed as a whole. The consultant will be coordinating all efforts with the EDA and therefore any scope change, adjustments, or support will come through the EDA. All research materials, models, GIS layers, and draft/final documents will belong to the City and will be provided in a curated format during and especially at the end of the project. Project completion is requested within nine months of the first kick-off meeting and proposals should provide a detailed schedule detailing how that deadline would be achieved.

Success Criteria and Approval

The success of this project is measured by first the successful completion of all deliverables, second the approval of each from the EDA or EDSD, third the adoption by City Council of a final Economic Development Strategic Plan, for the successful implementation of the findings, goals, objectives, and prioritized actions, and fifth the circulation and shared communal knowledge of those goals through successful branding and marketing materials, and presentation on digital media.

Evidence of Success

The Consultant will provide two references of Cities that they have worked with to develop an economic development strategic plan who can demonstrate measurable success in the implementation of that plan.

Costa Mesa's Economic Enclaves

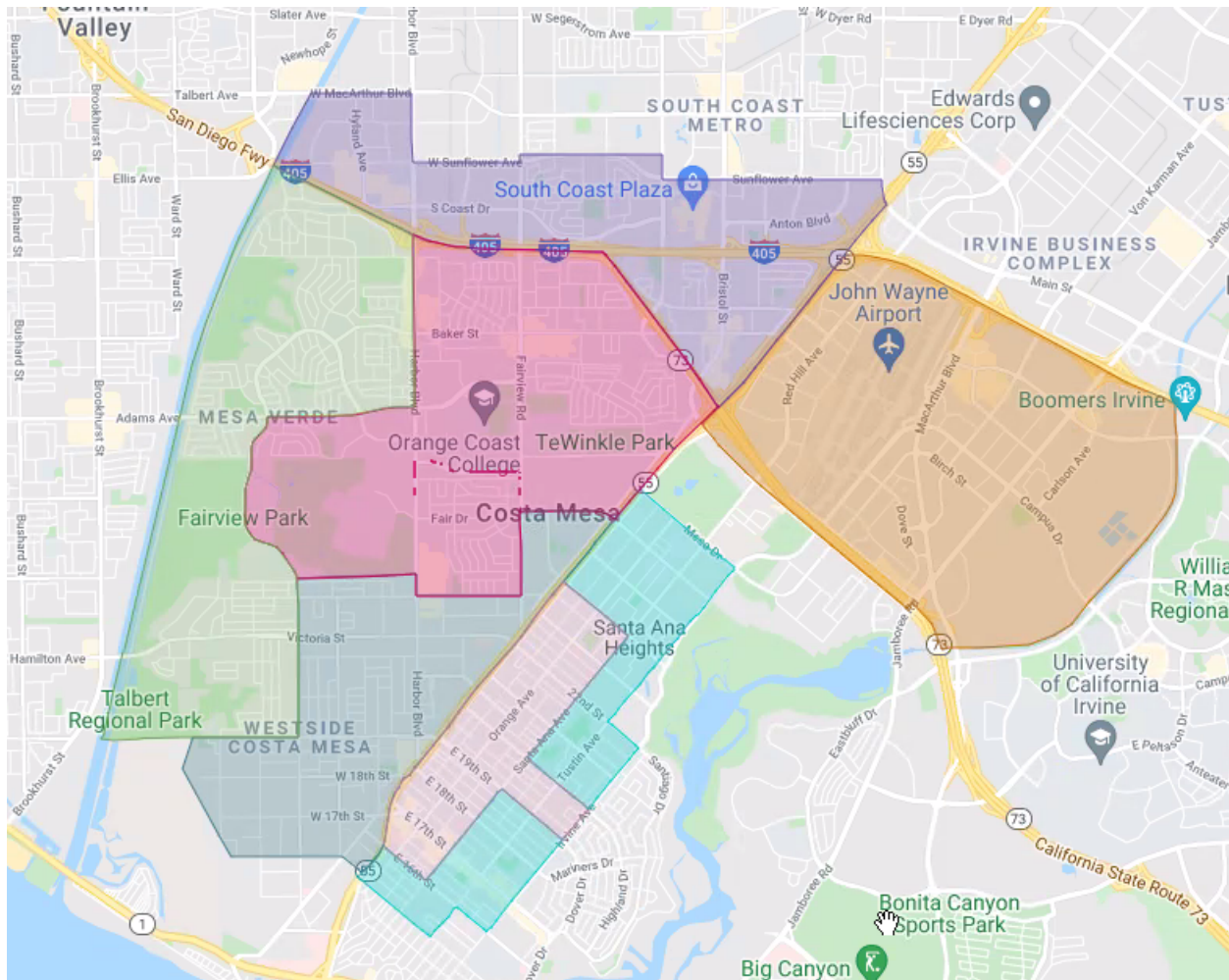


EXHIBIT B
CONSULTANT'S PROPOSAL

Proposal Review Committee
City of Costa Mesa, Development Services Department



REQUEST FOR PROPOSAL (RFP) #22-02:
City of Costa Mesa Economic Development Strategic Plan
77 Fair Drive
Costa Mesa, CA 92626

Submitted on May 3, 2022 by:

TCCG
Tech
Coast
Consulting
Group

Irvine, California

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Cover Letter

The creation and adoption of the City of Costa Mesa's first ever Economic Development Strategic Plan provides a crucial roadmap for accelerating economic growth and improving residents' quality of life. The roadmap that TCCG creates will reflect the economic, demographic, and social opportunities currently presenting themselves that will ensure that the city can leverage its competitive advantages to further advance growth for its businesses and residents. Costa Mesa has its own set of unique strengths and weaknesses which, if properly studied and analyzed, can be leveraged to ensure equitable economic growth throughout the city.

Located in the heart of Southern California and in one of the nation's largest counties, Costa Mesa is an incredible location for both individuals and businesses alike that attracts residents and tourists from all over the world. It boasts South Coast Plaza, one of the nation's highest grossing shopping centers per square foot and the innovative open retail developments The Lab and the Camp – popular among young professionals and families – as well as the Orange County Fair and the beautiful Upper Newport Bay Nature Preserve. Costa Mesa, in other words, offers residents a multitude of attractive amenities while also providing access to a broad range of industry sectors and innovative businesses. It also has another key advantage, a highly educated workforce. The percentage of Costa Mesa residents 25 and older with a Bachelor's degree from 37.5 percent in 2015 to 41.1 percent in 2020

Despite the attractive labor market and amenities offered by the city, it faces challenges common to many communities: a lack of affordable housing for lower-income residents, young professionals, and young families; an aging workforce putting into question the future of the labor market; and a skills mismatch between employer needs and employee qualifications. Solving many of these problems, especially the skills gap, will require collaborative efforts between private industry, academia, and trade schools that can quickly and effectively respond to business needs. Doing so will ensure that businesses can find qualified, local workers helping to reinforce economic activity and spending in the region while simultaneously attracting new businesses and workers into the region.

Global, national, and regional economies are all in a transitional period due to the COVID-19 pandemic, rapidly rising inflation and the armed conflict between Russia and Ukraine. Because Costa Mesa's economy is affected by these macro-level changes as well as more local demographic trends and affordability concerns, this economic development strategy will assess how all of these trends could impact local competitive advantages and other facets of the local economy.

Due to strong regional differences in economic, demographic, and social structures in cities across the U.S. and California, a one-size-fits-all approach to the economic recovery is unlikely to be successful or efficient or be a good fit for Costa Mesa. That is why a local team like ours is so important for understanding Costa Mesa's unique context. Therefore, it is imperative for local and regional economies to perform in-depth analyses of their economic, demographic, and social structures in order to craft unique, actionable strategies tailored to their current economic environment and individual goals. We applaud Costa Mesa for taking this important step forward at this crucial time.

In order to provide the most comprehensive analysis of Costa Mesa, the Project Team will include OCBC's Chief Economic Advisor, Dr. Wallace Walrod, and subcontractors Principle Economist Dr. Robert Kleinhenz from Kleinhenz Economics, Benjamin Palmer from SEED Consulting, and Community Outreach/Engagement Consultant Rebecca Alvarez. Our team will draw on its decades of expertise, familiarity with the region, and deep relationships with private industries, academia, and regional stakeholders.

The majority of the Project team are centrally located in Orange County and thus uniquely positioned to undertake the Economic Development Strategic Plan due to deep experience and extensive history in the region. Dr. Walrod has lived and worked in Orange County for over 30 years, experience that has given him an unparalleled knowledge of local and regional standings and trends, leading to his reputation as a respected leader on economic development matters. Thanks to his long work history in the region, Dr. Walrod is also extremely familiar with local and regional industry groups and private industry leaders as well as local government leaders.

This knowledge extends to Costa Mesa, as he has frequently given economic presentations to local organizations, including the Costa Mesa Chamber of Commerce. Dr. Walrod also conducted a Business Economic Impact Analysis for the Orange County Transportation Authority which detailed the potential impacts to local businesses if the 55 freeway was to be extended in an attempt to reduce traffic congestion. As part of this study, all businesses along the 55 freeway/Newport Boulevard corridor in Costa Mesa were catalogued and many surveyed and interviewed regarding their dependence on traffic and how that might impact their businesses.

Dr. Robert Kleinhenz, who currently resides in Long Beach, also has significant work experience in Southern California and Orange County, specifically at California State University, Long Beach where he serves as the Associate Director of Economic Research and Adjunct Professor. Robert has also worked extensively with California State University, Fullerton and has presented a number of economic outlook and update reports to organizations across Southern California. Robert previously worked as the Chief Economist for the Los Angeles Economic Development Corporation (LAEDC), a professor at California State University, Fullerton's College of Business Administration and Economics teaching a range of courses from urban and regional economics

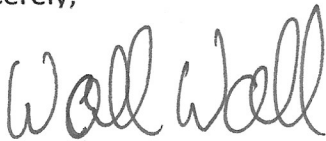
to transportation and land use issues, and Director at the Center for Economic Education at California State University, Fullerton where he ran professional development and continuing education programs to promote economic literacy.

Benjamin Palmer of SEED Consulting was born and raised in Orange County returned to the area after completing his undergraduate education, living in Huntington Beach, Orange and Newport Beach before purchasing his first home in Costa Mesa's Mesa Del Mar neighborhood. Starting his professional career at the Orange County Business Council, Ben performed a variety of economic analysis including significant contributions to the Business Economic Impact Analysis of the 55 Freeway Extension as well as an economic impact analysis of Orange County's John Wayne Airport. While Ben currently lives in Massachusetts, he lived in Costa Mesa from 2013 to 2020 and in that time gained a deep understanding of the region and its residents, one rooted both in economic analysis and daily experiences and conversations with local residents and businesses.

Rebecca Alvarez, Principal of NP Strategies, has significant experience in consulting for both nonprofits and businesses providing a range of services including outreach an engagement, strategic planning, market research and organization changes aimed at driving performance and regional impacts. She has also facilitated cross-sector collaboratives, leadership teams, boards, and other groups toward developing and executing shared visions. Prior to NP Strategies, Rebecca Alvarez served as Manager of Consulting at Bainbridge where she led large project teams on research and strategy projects as well as client relationship management and sales for the firms Fortune 1000 client base. Rebecca Alvarez currently resides in San Clemente, CA providing her with a refined understanding of local and regional trends and concerns.

Final thoughts -- the TCCG team is excited to propose on this meaningful project and looks forward to working with the Costa Mesa economic development team.

Sincerely,

A handwritten signature in dark ink, appearing to read "Wall Walrod". The signature is fluid and cursive, with the first name "Wall" and last name "Walrod" clearly distinguishable.

Dr. Wallace Walrod, Managing Partner, TCCG Tech Coast Consulting Group LLC

Contractor's Office Nearest to Costa Mesa and office from which Project will be managed:

Phone: (949) 280-5492

Address: 7545 Irvine Center Drive #200, Irvine, CA, 92618

Section 1 – Organizational Information

TCCG Tech Coast Consulting Group LLC (TCCG) is an economic development management consulting, strategic planning, and economic research firm based in Orange County that serves corporate, government, foundations, and non-profit clients. Dr. Wallace Walrod, TCCG's Managing Partner, is a leading voice on economics, housing, labor markets, business climate, economic development, workforce development, and a variety of economic and public policy research and data analytics topics of interest in the Southern California region and statewide. Established in 2000, TCCG's work includes designing innovative research, strategy, and policy solutions for the private sector and government.

TCCG is one of California's leading research organizations with substantial economic, workforce development, housing, and infrastructure research capabilities and expertise. Dr. Wallace Walrod will be the Project Manager for this project, is available 100% time for this project. Dr. Walrod has the capability to reallocate resources as needed to meet the city of Costa Mesa's Economic Development Strategy schedule.

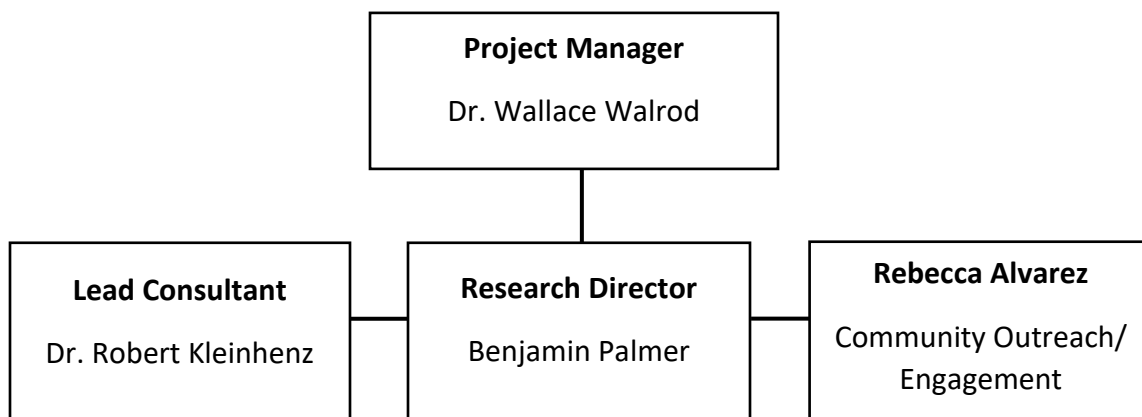
TCCG is one of the most highly regarded research organizations in California and has developed a stellar reputation throughout the region regarding infrastructure, economic development, and housing issues. With a long history of involvement with transportation, infrastructure, and local and regional economic development issues, TCCG is exceptionally well positioned to provide in-depth assessments of Costa Mesa. TCCG's research arm has developed a stellar reputation regionally and statewide as a cutting-edge provider of impartial, credible, and objective research to a wide variety of top-tier organizations throughout California.

TCCG operates in Irvine but has obtained a statewide reputation as one of the most active and influential research organizations in California. TCCG's success is integrally connected to its ability to represent all policy opinions dispassionately with only the most solid research objectivity. The organization adheres to the highest professional research standards, a true commitment to client impact, and broad relevant experience and expertise in the public policy arena representing the foundation of any research services provided.

TCCG possesses substantial experience as a liaison between the public and private sectors, including a long history and track record in transportation and infrastructure economic research and policy. TCCG's core research areas include economic, infrastructure, workforce and economic development, and workforce housing policy and impacts. TCCG aspires to become a true partner in research consulting by helping our clients address complex business, organizational, public policy, and strategic challenges. Our clients achieve significant and sustained improvements in their performance.

For 30 years, Dr. Wallace Walrod and TCCG have been studying and applying research analysis, demographics, and economic thought to economic and workforce development issues in Orange County and throughout Southern California. Dr. Walrod has developed the research methodology and project plan for each TCCG project and has taken leading roles in TCCG’s research on workforce development, infrastructure policy, housing, and economic development. His work includes designing innovative program, strategy, and policy solutions for private industry, government, and private foundations, including the annual *Orange County Community Indicators*, *Workforce Housing Scorecard*, *Workforce Housing Toolkit*, *Public Officials 101*, annual *Workforce Indicators*, and *Orange County Comprehensive Economic Development Strategy (CEDS)*, and *Sustainable Communities Strategy*. This work includes managing the work of research associates to ensure successful completion of each research effort, conducting much of the analysis, writing reports, and presenting results to clients and stakeholder groups.

Organizational Chart



Project Team – Key Personnel

Project Manager – Dr. Wallace Walrod

Lead Consultant – Dr. Robert Kleinhenz

Research Director – Benjamin Palmer

Community Outreach Consultant – Rebecca Alvarez

Resumes

Dr. Wallace Walrod

7545 Irvine Center Drive #200, Irvine, CA, 92618(949) 280-5492; wallace@tccg.llc

Managing Partner and Chief Economic Advisor, Tech Coast Consulting Group LLC

Chief Economic Advisor, OCBC, SCAG, and Draper Innovation Index

Dr. Wallace Walrod is Chief Economic Advisor for the Southern California Association of Governments (SCAG), the nation's largest Metropolitan Planning Organization (MPO), Orange County Business Council (OCBC) and the Draper Hero Institute (San Mateo). He is also a strategic research advisor to OCTANE and Visionary Venture Fund, an Executive Consultant with Esri, a Strategic Advisor to EdTech Capital (Texas), and an Expert in Residence at UC Irvine's Institute for Applied Innovation.

Dr. Walrod has led strategic projects with world-class organizations including JP Morgan Chase, Allergan, the Draper Hero Institute, Toshiba America Information Systems, Hitachi Chemical, Merrill Lynch, Balanced Business Advisors (New York, NY) the Irvine Company, First American Corp, Citizens Business Bank, Bank of America, Esri, Wexford Capital, Pacific Life Foundation, and the James Irvine Foundation, among others and many public sector agencies such as County of Orange, OCTA, Anaheim, Santa Ana, Irvine, and Huntington Beach

Dr. Walrod played a key role as part of the SCAG team that developed SCAG's **Inclusive Economic Recovery Strategy (IERS)**. The IERS plan includes specific recommendations in four focus areas – housing, transportation, growth sectors and human capital – and identifies opportunities to promote equity-oriented industry growth, job creation, entrepreneurship, and small business success.

Among the key recommendations included in the Inclusive Economic Recovery Strategy:

- Develop a Broadband Action Plan to lead and support regional efforts in bridging the digital divide.
- Develop a regional blueprint for zero-emissions medium- and heavy-duty truck charging infrastructure.
- Identify priority transportation and infrastructure projects across the region that will invest in and directly benefit low-income and communities of color.
- Join the state in advocating for a federal jobs guarantee.
- Work with transit agencies to facilitate the adoption of the U.S. Employment Plan to create local jobs through future equipment and supply procurement.

Dr. Walrod also played a key role in the development of SCAG's recently launched **Regional Data Platform (RDP)**. SCAG's RDP is a collaborative data sharing and planning system designed to facilitate better planning for cities and counties of all levels across the region as a whole, streamline the process of collecting and integrating data from member agencies to SCAG, and to facilitate transparency and collaboration, locally and regionally, to drive more democratic and sustainable planning

The RDP is a signature element of SCAG's Future Communities Initiative – a work program adopted to accelerate SCAG's leadership in technology and big/open data to promote a smarter and more connected region. As one of SCAG's largest and most transformative projects to-date, the RDP focuses on using data to help solve our common challenges.

The RDP standardizes regionally significant datasets, provides opportunities for local partners to update their data in real-time, and draws insights from local trends by monitoring transportation, land development trends, housing and economic growth, and sustainability conditions. The platform also features a data-driven collaboration hub for local jurisdictions to engage with stakeholders for individual projects, such as local and regional land use planning, active transportation planning, greenhouse gas reduction strategies and development impact assessments.

In his role as Chief Economic Advisor to the Draper Hero Institute, founded by legendary Silicon Valley venture capitalist and entrepreneur Timothy C. Draper, Dr. Walrod has led development of both the **Draper Innovation Index – Global (DII Global)** and **Draper Innovation Index – US (DII US)**. In October 2021, the Draper Hero Institute (DHI) announced the Draper Innovation Index Global 2.0, which is the first index of its kind to be updated monthly to reflect the most current state of the ever-evolving state of economic opportunities, economic freedom for innovators, entrepreneurs, and investors around the globe.

Dr. Walrod is also the Founding President of the **Center for a New California**, which plays a key role in shaping the state's economic future by focusing on emerging economic trends such Future of Work, which studies the impacts of automation, robotics, AI, and other advanced technologies on the California economy. Dr. Walrod graduated with a PhD in Regional Economics from UC Irvine. His dissertation studied successful strategic management practices in high-tech firms, including advanced electronics and biotechnology. He has published three papers co-authored with Luis Suarez-Villa in *Disasters*, *Journal of International Biotechnology*, and *Urban Studies* (Donald Robertson Memorial Prize winner). He recently published *Dimensions of Defensibility*, a national study on the Future of Work. He is quoted frequently in the Los Angeles Times, Orange County Register, Wall Street Journal, The Economist, Entrepreneur, and other publications on economic and business matters.

Dr. Robert A. Kleinhenz

Kleinhenz Economics; Robert@KleinhenzEconomics.com; 213.925.0221

Over 30 years of experience in conducting economic research and analysis as well as strategic planning in private and academic sectors, and as consultant to public and private sector clients:

- Regularly participates in media coverage of economy, including the labor market and housing industry. Conducted over 2,000 interviews with numerous local, state, and national media outlets including the Wall Street Journal, CNBC, Bloomberg News, the Los Angeles Times, the Los Angeles Daily News, the San Francisco Chronicle, NPR, radio stations in across California and the U.S. Authored or co-authored several hundred publications, including over 200 in-depth economic research studies on the economy, its industries, and the real estate/housing market.
- Specialty in regional economics with an emphasis on land use, transportation, business location, and real estate. Experienced in application of general economic analysis, forecasting and other statistical methods, regional economic models including economic impact analysis, and survey research methods.

EXPERIENCE

PRINCIPAL ECONOMIST/FOUNDER: *Kleinhenz Economics, 2019-Present.* Private economic consulting practice, involving economic analysis/public policy research conducted on behalf of clients as well as public speaking engagements.

- Recent/current clients: Inland Empire Economic Partnership, Los Angeles Orange County Regional Consortium of Community Colleges, Downtown Long Beach Alliance, California Association of School Business Officials, California Association of Realtors, City of Long Beach

LECTURER/ASSOCIATE DIRECTOR OF RESEARCH: *California State University, Long Beach, January 2020-Present.*

- Associate Director, Office of Economic Research: Conducts applied economic research and analysis, delivers talks on national, state, and local economy.
- Courses taught: Fundamentals of Economics (Econ 300 survey course), Forecasting (Econ 420), International Finance (Econ 471), Urban Economics (Econ 437).

ECONOMIST/EXECUTIVE DIRECTOR OF RESEARCH: *Beacon Economics, 2016-2019.* Oversaw research activities and client products/services; as a leading spokesperson for the company, provided regular commentary on the economy in the media; delivered talks to a variety of groups; member of organization's Executive Management Team.

- Delivered presentations on national, state, and local economies to groups across California and the U.S. Presented economic forecasts and the outlook for industries, including the real estate sector to audiences that range in size from corporate boards of directors to large chambers of commerce and industry.

- Directed Beacon client research practice, which gathers data, conducts analysis and forecasting, produces reports, provides litigation services, and public policy research.
- Frequent contributor to media coverage on Southern California, California, and national economy, labor market and key industries, including both residential and nonresidential real estate.

CHIEF ECONOMIST: *Los Angeles County Economic Development Corporation (LAEDC), 2012-2016.* Head of Kyser Center for Economic Research, playing a leading role in Southern California in analyzing economic and industry trends, producing economic forecasts, and providing regular commentary in the media; member of organization's Management Team.

- Delivered speech presentations annually on national, state, and local economies and housing markets to variety of audiences.
- Directed LAEDC Kyser Center research team, which included gathering data, conducting analysis, and producing reports such as semi-annual economic forecasts, international trade outlook, and detailed industry studies.

DEPUTY CHIEF ECONOMIST/SENIOR ECONOMIST: *California Association of REALTORS® (C.A.R.).* Directed Research & Economics Department, which gathers and publishes information on the California housing market and economy, and also conducts survey research of consumers and C.A.R. members; member of organization's Management Team and staff coordinator of organization's Strategic Planning and Finance function.

- Frequent contributor to media coverage of housing market stories, particularly those associated with C.A.R. housing market statistics and forecasts. Wrote articles for C.A.R. magazine, newsletters, and website.
- Delivered speech presentations annually on national, state, and local economies and housing markets to real estate groups, mainly throughout California but also elsewhere in the U.S.
- Directed primary data collection and analysis of housing market data, directed survey research/primary data collection of consumers and members. Author or co-author of reports based on survey results.

DIRECTOR: *Center for Economic Education, California State University, Fullerton.* Ran professional development/continuing education programs for college and high school instructors and programs to promote economic literacy.

ASSISTANT DIRECTOR/RESEARCH ASSOCIATE: *Institute for Economic and Environmental Studies, California State University, Fullerton.*

EDUCATION

Ph.D. in ECONOMICS: *University of Southern California.* Major Field: Urban & Regional Economics.

M.A. in ECONOMICS: *University of Southern California.*

B.A. in ECONOMICS: *University of Michigan.*

Benjamin J. Palmer

69 Malden Street, West Boylston, MA 01583; SEEDConsulting@outlook.com; 714.393.0487

EXPERIENCE

FOUNDER/CEO • SEED Consulting • Worcester, MA • April 2020 - Present: Founded a new social, economic, employment, and demographic consulting firm focused on providing private, public, and municipal organizations with in-depth research and analysis along with actionable strategies for furthering economic development and growth.

- Worked alongside industry leading economists providing a variety of consulting services including research and development of economic impact reports including a study on emerging and existing industry clusters in Mendocino County and broader 4-county region.
- Co-authored several economic reports including the 2019-2023 Orange County Comprehensive Economic Development Strategy Report (CEDS).

RESEARCH ASSOCIATE/CONSULTANT • ORANGE COUNTY BUSINESS COUNCIL • Irvine, California • March 2015 – April 2020:

Acted as lead and key personnel for several annual economic, demographic, and housing-related reports focused on the local region, state and nation as well as creating reports assessing the local economic impact of major locally-based organizations and industries.

- Lead author for the following documents including but not limited to: Orange County (OC) Comprehensive Economic Development Strategy Report, OC Housing Scoreboard, OC Community Indicators Reports, OC Workforce Indicators Reports.
- Analyzed and reported on the direct, indirect, and induced economic impacts associated with major industry clusters and key employers such as Allergan.

RESEARCH ANALYST • THE IRVINE COMPANY • Irvine, California • December 2011 – April 2013:

Key member of a cross-divisional research department that provides demographic, economic and financial research analyses used to assess correlating effects in the financial and real estate markets.

- Provided financial and organizational information of current and potential customers to the Chairman, board members, senior staff and leasing directors.
- Created various targeted customer lists for leasing directors based on location, number of employees, revenue growth, lease expiration and industry.

EDUCATION

- M.B.A., - The University of California, Irvine (Irvine, California), June 2017
- B.S., Regional Development – The University of Arizona (Tucson, Arizona), May 2009
- LEED Green Associate Level Certification – Green Building Certification Institute (Los Angeles, California)

Rebecca Alvarez

124 W Avenida Valencia, San Clemente, CA 92672; ralvarez@npstrategies.org

EXPERIENCE

NP Strategies, San Diego, CA (2005-Present) CO-FOUNDER & PRINCIPAL

Successfully launched nonprofit strategy consulting organization more than 15 years ago focused on serving nonprofits, foundations, and other mission-driven organizations in Southern California. Lead business development and manage all day-to-day operations. Client experience includes healthcare, education, arts, community and economic development, youth development, scientific research, and philanthropic organizations. Conduct thorough research and analysis, work collaboratively with clients, facilitate focus groups and planning sessions, manage quality across all NP Strategies' deliverables.

Bainbridge, Inc., San Diego, CA (2001 – 2005)

CONSULTING MANAGER

Principally responsible for managing projects and providing project oversight/training to project managers and business analysts. Acted as quality control manager for all consulting engagements, ensuring that research, analysis and recommendations met client objectives. Led internal improvement initiatives, recruiting efforts, client feedback sessions, performance appraisals, and mentor program. Participated in business development efforts including proposal writing. Accomplishments include:

- Developed and implemented a company-wide improvement initiative aimed at increasing customer loyalty and employee retention.
- Increased client satisfaction rates and repeat client engagements.

PROJECT MANAGER

Managed client relationships and analyst teams from project start to finish ensuring client expectations were exceeded. Organized teams, planned project deliverables and presented to clients. Led research and analysis efforts—providing recommendations that enabled clients (often directors of marketing or market research) to make informed business decisions regarding positioning and sales/marketing strategy. Participated in business development efforts. Accomplishments include:

- Maintained long-term client relationships with leading search technology providers and conducted projects that involved research and analyses of market trends, competitor positioning and new product innovations.

SENIOR BUSINESS ANALYST

Conducted primary and secondary source research for Fortune 1000 client base. Gathered and analyzed data and created client presentations for a variety of projects, including strategy development, merger and acquisition searches, customer analyses, and benchmarking studies. Presented research and recommendations to clients.

EDUCATION

- Masters in International Management; University of California, San Diego
- Bachelor of Arts in Spanish and International Relations; University of Delaware

Section 2 – Project Approach and Timeline/Schedule

Project Approach

TCCG has significant experience in researching, analyzing, and reporting on the economic, demographic, and social trends which transform cities' labor markets, economic growth, and overall economic development. The team's wealth of experience at the local Orange County level highlights our overall approach – we understand Orange County and we understand Costa Mesa from decades of experience. The team's work on *Orange County's 2019-2023 Comprehensive Economic Development Strategy* not only highlights this experience but provides a baseline roadmap for the City of Costa Mesa's First Economic Development Strategic Plan.

Phase 1 – Economic Context – A Comprehensive Analysis of Costa Mesa

Using the best available proprietary and government data sources, the first phase of this Economic Development Strategic Plan will involve the creation of a data repository where a variety of economic, demographic, and social metrics will be aggregated and analyzed. Detailed demographic breakdowns will provide measures of populations by age, educational attainment, income levels, homeownership rates, rental prices, home values, and building permit activity. Industry and occupational employment and wages trend will shed light on unemployment trends, localized industry clusters, and specializations which can be better leveraged or supported. An assessment of current workforce skills and occupational demand will be conducted through the analysis of job postings, which will show the most in-demand skills, qualifications, educational attainment, and occupations.

Reflecting statewide affordability concerns, special attention will be placed on cost-of-living trends in the region including housing costs and population migration trends to help determine how rising prices are impacting the region and subsequently serving to attract or push out young professionals and families. Additionally, an assessment of the COVID-19 pandemic and how it has impacted the region will be provided. Combined, these aggregated data and analyses will provide the economic context for Costa Mesa and serve as the backbone for the Vibrant Strategic Vision.

Community outreach and engagement will be a key success factor for this project, and Dr. Walrod, Dr. Kleinhenz, Ben Palmer, and Rebecca Alvarez have experience across a wide range of public and business community outreach and engagement projects. Dr. Walrod especially has deep experience in working successfully with the local business community.

In order to help guide the Project Team and to gain additional insights into local trends, issues or concerns, a minimum of eight onsite community engagement meetings will be undertaken (one at each economic enclave in Costa Mesa) with at least one of these meetings conducted in Spanish. The importance of these meetings cannot be understated as they will help further

ground the study in current economic, demographic, and social realities as well as provide unique points-of-view from residents or local business leaders that the Project Team might not otherwise take into account. To ensure these community engagement meetings are run efficiently and produce valuable insights, Dr. Walrod and Rebecca Alvarez will oversee and attend these meetings. Rebecca Alvarez, Co-Founder and Principal of NP Strategies and a San Clemente local, has deep experience in organizing and conducting public and community outreach meetings, having facilitated a number of cross-sector collaboratives and leadership teams in developing and executing shared visions. Rebecca Alvarez also earned her Bachelors of Arts in Spanish and International Relations, giving her a unique advantage and experience in conducting one of the community outreach and engagement meetings in Spanish.

In order to ensure all possible facets of Costa Mesa are accounted for in the Vibrant Strategic Vision, the Project Team will first draft up the six stand-alone reports requested in the RFP. Experience from one previous project, *Inside Orange County's Retail E-Volution* – a comprehensive 2018 research report that analyzed the impact of e-commerce on Orange County's retail sector, land use, sales tax revenue, and labor force – gives the project team unique insights into local e-commerce and brick-and-mortar retail trends. The continued, accelerating growth of e-commerce makes it imperative that Costa Mesa understands its competitive advantages so that it may better support local economic activity and growth.

It is also important to understand each of Costa Mesa's 7 economic enclaves, especially their economic performance relative to each other and the broader city, county, state, and nation. Each Costa Mesa enclave has its own strengths and weaknesses, which will require individualized economic strategies drawing on a detailed understanding of each enclave, its population, leading industries, largest employers, and income levels. Due to current affordability concerns, special attention will be placed on the projected demand for specific land use types based on projected job and industry growth.

The third stand-alone report to be provided as part of the Costa Mesa Economic Development Strategic Plan will be an Economic Site Value Index. This Index will assign 'property scores' to various properties throughout Costa Mesa including retail, industrial and commercial properties, scores that reflect each property's future commercial or industrial development potential, geographic location, uniqueness, and other metrics. These scores, which draw on the team's previous experience on *Inside Orange County's Retail E-Volution*, help city officials, developers, and local stakeholders determine which properties are best suited to be converted into mixed-use or residential uses.

A SWOT (Strength, Weaknesses, Opportunities, Threats) analysis of the data gathered during this first Phase will determine any potential systemic risks or opportunities that the Costa Mesa could plan for or leverage. Alongside this SWOT analysis, two comparable, competitor cities will be

chosen based on size, accessibility, businesses, industries, income levels and a variety of other socioeconomic metrics.

The final stand-alone report will be the Economic Benefit Scoring System, which will score the broad impacts of any policy or action in a complete but accessible way. Considering the number of goals, strategies and objectives presented to city leaders and stakeholders, it is imperative to fully understand and comprehend the impacts these goals or policies will have; this Economic Benefit Scoring System will aid in providing city leaders and stakeholders with a quick assessment of policy impacts so that they can easily compare policy impacts with one another to determine the best course of action.

Phase 2 – A Vibrant Strategic Vision

A clear, concise Vibrant Strategic Vision will be based on the data, trends, and insights gained during Phase 1 of this Economic Development Strategic Plan as well as input from Costa Mesa staff. It will serve as the roadmap for how Costa Mesa can drive economic prosperity for both its businesses and residents.

The first step in creating the Vibrant Strategic Vision will be to assess and review insights, trends, recommendations, and conclusions found in existing local and regional reports. These documents include but are not limited to the Southern California Association of Governments' (SCAG's) *Sustainable Communities Strategy (SCS)*; Costa Mesa's General Plan; Orange Coast College Master Plan; Airport Land Use Plan; and OC Fair and Event Center Master Plan. Analysis of these reports will help the creation and guidance of the most critical goals, policies, and objectives Costa Mesa should focus on in the next 5 to 7 years as well as shedding light on the effectiveness of past policies and strategies.

The Vibrant Strategic Vision will clearly indicate how Costa Mesa measures economic prosperity, which components have been chosen and why, and provide a baseline for growth so that Costa Mesa can measure progress, not only over time, but also in comparison to other neighboring or peer cities and regions. Because we've all seen how much has changed during the past 2 years, this report will attempt to future market shifts and provide guidance, strategies, or policies for the 5-7 year time frame.

The Vibrant Strategic Vision will help to provide an assessment of the current state or condition of Costa Mesa. In doing so, the Project Team will create a foundation for future data metrics, which will help track Costa Mesa's continued economic development. These metrics – and the strategic Vision itself – will be chosen through a collaborative effort between Costa Mesa and the Project Team to ensure the Vision correctly communicates the overarching goals of the Economic Development Strategic Plan.

Phase 3 – Exploration of Key Economic Studies / Development of Action Plan

Alongside the six stand-alone reports communicated in the First Phase, five additional stand-alone reports will be created in this phase, touching on five important concepts. The first stand-

alone report will be an assessment of how to incentivize development in Costa Mesa through an 'intensity bonus program.' Costa Mesa is largely built-out but still experiences high real estate demand, which makes it increasingly important to determine how much value existing, non-residential properties currently have and how to convert these properties into better, value-generating assets. This report will build off the insights gained during the creation of the Economic Benefit Scoring System and help to assess a project's existing or potential benefit to the region. This will also include the creation of a 'development opportunity reserve' from which Project Team will determine the economic benefits of different programs so that the best course of action can be followed.

The importance of shopping locally was a major highlight of the COVID-19 pandemic. While major retailers leveraged online delivery services to ensure consumers could still purchase their goods, smaller organizations who lack that infrastructure and were forced to halt in-person shopping saw their sales plummet and many were forced to close their doors. The benefits of shopping locally can be dramatic, with multiplicative economic impacts as money between employers and employees and businesses and consumers change hands. Therefore, another stand-alone report will be created to assess the success or failure of any current incentive programs while also providing recommendations on other small business incentives programs or policies measured or observed in different cities which may increase or accelerate shopping locally.

Working off the findings of the Shop Locally Incentive Program analysis, a stand-alone report evaluating and providing an action plan for the Costa Mesa Business Assistance Collaborative (BAC) will be created. Considering the success of the BAC and its evolution into a microsite for business development, it is imperative that successful programs like this continue. The Project Team will assess the program's current strengths and weaknesses to better understand the services which businesses use the most and which can be replaced with more effective products and services. Considering small businesses make up the majority of businesses in Costa Mesa, the county, state, and nation, and with small businesses largely seeing the biggest brunt of the COVID-19 pandemic, it is imperative that support and services be made available to these job creators.

With high-speed internet access becoming one of the most important utilities for businesses and consumers alike, the implementation of a city-wide fiber network might be one of the best uses of municipal budgets. While the associated costs with deploying such a large fiber network are high, the benefits they bring, including business and resident attraction and retention, the support of higher-paying jobs, cost efficiencies, and faster internet speeds can dramatically offset that initial cost, especially in the long-term. As such, one of the stand-alone reports created will be a cost-benefit analysis of deploying a city-wide fiber network in Costa Mesa.

The last stand-alone report to be created by the Project Team will be a Project Specific Economic Benefit Model and Policy. Rather than looking specifically at the economic benefit of properties in Costa Mesa, the Project Specific Economic Benefit Model would create a similar scoring system but for specific projects Costa Mesa is considering. Providing additional detail to city staff, this

benefit model would be accompanied by policies which indicated how or when this project would be implemented. This editable or filterable report will evaluate the positive and negative effects of potential projects.

Phase 4 – Assessment and Development of Economic Best Practices

TCCG's Dr. Wallace Walrod and all subcontractors strictly follow best practices when creating economic assessments of different regions; they all have deep experience in conducting a broad variety of economic analyses and reports on a number of different topics and facets of local and regional economies. Following best practices not only ensures the accuracy of data and metrics but also ensures that policies or strategies can be implemented effectively. Looking specifically at the concepts and themes highlighted in the RFP, the Project Team has the experience and expertise to provide detailed recommendations and best practices on how to address these ideas.

This expertise comes from years of data and policy analysis as well as relationships and observable results from other cities and regions who have implemented best practices. Extensive labor force analysis will determine strategies to attract and retain qualified workers in in-demand fields, while an assessment of industry demand and gross regional products will help determine any economic leakage. Analyses of location quotients and industry specializations will help highlight important industries and guide policies or incentive programs. An extensive assessment of projects, programs or policies will help to determine how Costa Mesa can maximize its economic benefits while minimizing potential weaknesses, ensuring it leverages its current competitive advantages, such as having two Opportunity Zones.

Finally, the Project Team will draw on its decades of experience to identify best practices such as the best marketing and branding techniques which best reach both local residents and businesses; reducing exposure to economic disruptions through industry diversification; reducing economic volatility experienced during economic cycle; encouraging sustainability; supporting start-ups; increasing workforce housing; and improving city efficiencies and anticipating regulations.

Identifying

Phase 5 – Resource Assessment Recommendations

In order to ensure that Costa Mesa is able to follow through with the Economic Development Strategic Plan and continues to properly serve its businesses and residents, the Project Team will produce a comprehensive assessment of current and projected staffing, networking, and budgeting needs.

In order to ensure Costa Mesa can continue to effectively promote economic development, the Project Team will indicate preferred staffing arrangements for the implementation of the Economic Development Strategic Plan with three different intensity levels – low, medium, and high. These staffing recommendations will indicate action items and roles of staffing members

with examples of different cities, regions or municipalities with a similar size, industry base, budget, and goal.

Thanks to decades of experience in the field of data analysis and economics, the Project Team has deep knowledge of data platforms available to private, public and government institutions. Thus, this phase will not only include recommendations to industry-leading data platforms but will also include recommendations of potential relationships or partnerships to develop with important industry trade groups, academic institutions, private businesses, or individuals. With an already deep set of existing ties between a significant number of businesses and governments in the region, the Project Team is uniquely placed to help form important, long-lasting relationships between Costa Mesa outside groups.

Additional recommendations will be provided regarding the necessary budget to implement the stated tasks and reports as well as recommendations on potential grant programs Costa Mesa should pursue and how the budget for the Economic Development Strategic Plan can be phased into Costa Mesa's General Budget.

Phase 6 – Implementation and Assessment Tools

Based on the data, trends, and analysis performed in Phase 1 of this proposal and in collaboration with City staff, a set matrix of economic and demographic metrics which can be continually updated in order to help the City in tracking, reviewing, and determining the level of success of certain projects or policies. These metrics are to be updated on an ongoing basis so that local economic vitality can be continuously evaluated and better supported if these metrics begin to decline.

Phase 7 – Comprehensive Action Plan List for Costa Mesa

Using the information, data, trend, insights, and assessments in Phase 1, alongside the Economic Benefit Scoring System, potential projects and programs in Costa Mesa will be given scores and aggregated into a Comprehensive Action List, allowing Costa Mesa to prioritize projects and programs on which can provide the largest economic benefit. Each project or program will be evaluated for specific actions needed and assigned scores allowing city staff to easily compared projects and programs to one another and pick those which stand to benefit residents and businesses the most.

Phase 8 – Prosperity Final Action Plan

In order to best market the City's economic development strategies and to maximize understanding of these strategies and their impacts, an infographic-style poster highlighting the most effective strategies, plans and programs to be completed or realized over the next several years will be created. This infographic style poster will be completed in collaboration with a local artist from Costa Mesa, satisfying the "City of Art's Artist Collaboration" requirement. The Project Team sees significant value in hiring and collaborating with an artist local to Costa Mesa as it will bring further uniqueness and local flavor to the final product. Additionally, hiring local workers

and artists not only helps to drive economic activity in the region but helps to amplify artists' voices and exposure. Costa Mesa has an extremely vibrant and innovative art community with unique styles and atmospheres exemplified in developments such as The OC SOCO Mix, the LAB, and the Camp as well as Costa Mesa's Art Walk, which features over 20 pieces for free public art to view around the city. The Project Team looks forward to collaborating with Costa Mesa artists.

Project Timeline/Schedule

City of Costa Mesa's First Economic Development Strategic Plan								
	Project Phases							
	1	2	3	4	5	6	7	8
Week 1								
Week 2								
Week 3								
Week 4								
Week 5								
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Section 3 – Local Preference

The Project Team has significant, deep ties to Costa Mesa and Orange County. Dr. Wallace Walrod has both lived and worked in Irvine for over 25 years and in that time has developed crucial relationships with industry-leading businesses, academic institutions, city and county leaders, and long-time residents. Dr. Robert Kleinhenz currently resides in nearby Long Beach and also has an extensive work history and relationships in the region, including his time as a professor at Cal State Fullerton. Benjamin Palmer was born and raised in Orange County and, despite currently living out-of-state, purchased a home and lived in Costa Mesa’s Mesa Del Mar neighborhood from 2013 to 2020, providing a significant understanding of the city, its many attractions and amenities, as well as some of its weaknesses and pitfalls. Rebecca Alvarez was born and raised in Orange County and currently resides in San Clemente.

Section 4 – Identification of Subcontractors

1) Subcontractor Name: Kleinhenz Economics

Contact Person: Dr. Robert Kleinhenz

Contact Address: P.O. Box 41214, Long Beach CA 90853

Contact Phone Number: 213.925.0221

Contact Email: robert@kleinhenzeconomics.com

2) Subcontractor Name: SEED Consulting

Contact Person: Benjamin Palmer

Contact Address: 69 Malden Street, West Boylston, MA, 01583

Contact Phone Number: 714-393-0487

Contact Email: SEEDConsulting@outlook.com

3) Subcontractor Name: NP Strategies

Contact Person: Rebecca Alvarez

Contact Address: 124 W. Avenida Valencia, San Clemente, CA 92672

Contact Phone Number: (858) 414-7203

Contact Email: ralvarez@npstrategies.org

Section 5 – Insurance

Tech Coast Consulting Group (TCCG) and Dr. Wallace Walrod currently have all the required insurance as outlined in Section 2 of General Instructions and Provisions of the RFP.

Section 6 – Financial Capacity

TCCG's finances are sound with significant reserves, and there is no expectation of future financial conditions such as bankruptcy, litigation, office closures, or mergers. There are no known conditions that will impede TCCG's ability to complete the proposed project.

Section 7 – Disclosure

Nothing to disclose.

Section 8 – Professional Service Agreement

All consultants agree to the terms of the Professional Service Agreement outlined in Appendix B.

APPENDIX C FORMS

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



**VENDOR APPLICATION FORM
FOR
RFP No. 22-02 Economic Development Strategic Plan**

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

EXCEPTIONS TO THE PROFESSIONAL SERVICES AGREEMENT: ☐ Yes ☒ No

Legal Contractual Name of Corporation: TCCG Tech Coast Consulting Group LLC

Contact Person for Agreement: Dr. Wallace Walrod

Title: Managing Partner

E-Mail Address: wallace@tccg.llc

Business Telephone: (949) 280-5492

Business Fax:

Corporate Mailing Address: 7545 Irvine Center Drive #200

City, State and Zip Code: Irvine, CA, 92618

Contact Person for Proposals: Dr. Wallace Walrod

Title: Managing Partner

E-Mail Address: wallace@tccg.llc

Business Telephone: (949) 280-5492

Business Fax:

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

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

Names & Titles of Corporate Board Members

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

Names	Title	Phone
<u>Dr. Wallace Walrod</u>	<u>Managing Partner</u>	<u>(949) 280-5492</u>
<u>Christine Petersen</u>	<u>Chief Administrator</u>	<u>(949) 280-3924</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
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Federal Tax Identification Number: 33-0932336

City of Costa Mesa Business License Number: Will be obtained upon award

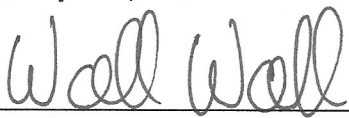
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

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 RFP **22-02 Economic Development Strategic Plan** at any time after **April 5, 2022**.



Signature

Date: 5/2/2022_____

Dr. Wallace Walrod

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: TCCG Tech Coast Consulting Group LLC

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

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

Business Address: 7545 Irvine Center Drive #200, Irvine, CA 92618

Website Address:

Telephone Number: (949) 280-5492

Facsimile Number:

Email Address: wallace@tccg.llc

Length of time the firm has been in business: 25 Years

Length of time at current location: 2 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: 33-0932336

Regular Business Hours: 8:00AM – 5:00PM, Monday through Friday

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation: Dr. Wallace Walrod

Telephone Number: (949) 280-5492

Facsimile Number:

Email Address: wallace@tccg.llc

Contact person for accounts payable: Dr. Wallace Walrod

Telephone Number: (949) 280-5492

Facsimile Number:

Email Address: wallace@tccg.llc

Name of Project Manager: Dr. Wallace Walrod

Telephone Number: (949) 280-5492

Facsimile Number:

Email Address: wallace@tccg.llc

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: County of Orange, Orange County Workforce Development Board, OC Community Services, Community Investment Division, Orange County Business Council

Contact Name: Jesse Ben-Ron, Vice President, Workforce and Economic Development, Board Member, Orange County Development Board

Contract Amount: Various totaling over \$200,000

Email: jbenron@ocbc.org

Address: 2 Park Plaza, Suite 100, Irvine, CA 92614

Brief Contract Description: As designated by the Board of Supervisors, the Orange County Community Services Division (OCCS) developed the 2019-2023 Orange County Comprehensive Economic Development Strategy (CEDS), which provides important information regarding Orange County's current economic state, demographics, social landscape, and potential strategies to further drive economic growth and activity in the region. It should be noted that Dr. Wallace Walrod, also worked extensively on the previous CEDS reports including the 2008-2013 Orange County CEDS and 2013-2018 Orange County CEDS further highlighting his deep history and experience not only in economic development strategies but also deep history and experience in the region as well.

Company Name: Southern California Association of Governments (SCAG)

Telephone Number: (213) 236-1800

Contact Name: Darin Chidsey, Chief Operating Officer

Contract Amount: \$331,375

Email: Chidsey@scag.ca.gov

Address: 900 Wilshire Blvd, Ste 1700, Los Angeles, CA 90017

Brief Contract Description: SCAG's RDP is a collaborative data sharing and planning system designed to facilitate better planning for cities and counties of all levels across the region as a whole, streamline the process of collecting and integrating data from member agencies to SCAG, and to facilitate transparency and collaboration, locally and regionally, to drive more democratic and sustainable planning. Alongside the SCAG RDP, a number of economic assessment and analysis reports have been produced for SCAG providing them with valuable insights on local, regional, state and national trends and how they may impact the SCAG region.

Company Name: First 5 OC, OC United Way, TCCG, OC Community Foundation, CalOptima

Telephone Number: (949) 553-4202

Contact Name: Shelley Hoss, President and CEO, OC Community Foundation

Contract Amount: \$75,000

Email: shoss@oc-cf.org

Address: 4041 MacArthur Blvd # 510, Newport Beach, CA 92660

Brief Contract Description: The OC Community Indicators report, first published in 2000, annually tracks and measures Orange County's performance in a variety of areas, from population growth to demographics, household income, economy and employment, education, crime and public safety, and health and wellbeing. The 2021-2022 report gave a portrait of a diverse, thriving county with a high quality of life that makes it a globally desirable destination.

Company Name: Orange County Business Council

Telephone Number: (949) 794-7221

Contact Name: Jesse Ben-Ron, Vice President, Workforce and Economic Development

Contract Amount: \$45,000

Email: jbenron@ocbc.org

Address: 2 Park Plaza, Suite 100, Irvine, CA 92614

Brief Contract Description: Dr. Walrod created the Orange County Business Council's Inside Orange County's Retail Evolution, published in 2018 which examines the spreading e-commerce revolutions effects on the region's retail sector, land use practices, workforce composition, and sales tax base. This report analyzed the current retail industry in the county, the growing e-commerce industry, consumer how various retail technologies have impacted the workforce, how some retail uses have become obsolete, and how to replace those obsolete retail stores and centers with more innovative, mixed-use projects which help to increase workforce housing while maximizing economic benefits.

Company Name: Southern California Partnership for Jobs

Telephone Number: (562) 483-2044

Contact Name: John Hakel, Executive Director

Contract Amount: \$70,000

Email: jhakel@socalworks.org

Address: 2400 E Katella Ave., Ste 570, Anaheim, CA 92806

Brief Contract Description: The Southern California Partnership for Jobs Southern California Construction 2020-2024 Employment Forecast was created by Dr. Walrod and TCCG in collaboration with the Southern California Partnership for Jobs Going beyond Orange County, it examines the past present and future of Construction in the 10-county Southern California region, with an emphasis on the future.

Company Name: MOVE 2030 Steering Committee

Telephone Number: (714) 348-9844

Contact Name: Paul Garza, Jr., Chairman of the Board

Contract Amount: \$20,000

Email: pgarza@garzaconsulting.com

Address: 345 N. Franklin St. Fort Bragg CA 95437

Brief Contract Description: Dr. Wallace Walrod and his team were contracted to identify and analyze industry clusters and potential drivers of economic growth and development within Mendocino County and the four-county region including Mendocino, Sonoma, Humboldt, and Trinity counties. Presented to the MOVE2030 Steering Committee in September 2020, the findings included the identification of detailed industry sectors which could serve to better drive economic growth in the region.

Company Name: City of Huntington Beach

Telephone Number: (714) 536-5271

Contact Name: Ursula Luna-Reynosa, Director of Community Development

Contract Amount: \$25,000

Email: Ursula.lun-reynosa@surfcity-hb.org

Address: 2000 Main Street, Huntington Beach, CA, 92648

Brief Contract Description: Dr. Wallace Walrod and his team were brought on to develop accurate economic and workforce development data, data analytics, indicators and an editable database which provides an assessment of major industry clusters in Huntington Beach. Clusters are regional concentrations of related industries which often provide a number of regional benefits including increased employment growth, strong supply chains, increased investment, and a number of other economic opportunities. As part of this study, local industry clusters were identified using Location Quotients to determine their overall concentration in the region compared to the nation. This analysis helped to better define and understand local and regional specializations and innovative sectors so that they may be better supported and help to further drive economic activity and growth in Huntington Beach.

Company Name: Los Angeles/Orange County Regional Consortium of Community Colleges

Telephone Number: (714) 564-5211

Contact Name: Dr. Jesse Crete, Director

Contract Amount: \$25,000

Email: crete_jesse@rscdd.edu

Address: 2323 N. Broadway, Room 328, Santa Ana, CA 92706

Brief Contract Description: The *OC Strong: Economic and Occupation Projections for Orange County, 2021-2025* was created by Dr. Robert Kleinhenz and Kleinhenz Economics to comprehensively analyze the recent state of the Orange County economy, to develop forecasts of the county's industries, and to identify opportunities for its current and future workforce. The study also provides essential background on the current state of the U.S., California, and Orange County economies, including the impact of the COVID-19 pandemic. OC Strong complements the LAOCRC's four-year Strong Workforce Program Regional Plan for the Orange County community colleges. It also equips the LAOCRC to coordinate more effectively with other regional workforce planning initiatives, particularly those developed by the three Workforce Development Boards in Orange County. Most importantly, it informs community college efforts to successfully plan and implement career education programs to provide the county economy with a capable workforce that is trained for the 21st Century.



**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
NA	NA	NA	NA	NA
		NONE		

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

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

Wall Wall

Bidder/Applicant/Proposer

5/2/2022

Date

Cost Proposal

Task	Description	Cost Per Deliverable
1.	Economic Context: An Analysis of Costa Mesa	\$70,000
	a. Overall Analysis	\$20,000
	b. Projections on E-commerce impacts specifically for Costa Mesa	\$5,000
	c. Contextual Analysis	\$5,000
	d. Market & Industry Cluster Analysis	\$15,000
	e. Economic Site Value Index to identify Key Nodes	\$10,000
	f. SWOT Analysis and Competitive Assessment	\$10,000
	g. Economic Benefit Scoring System	\$5,000
2.	A Vibrant Strategic Vision: Strategic vision document	\$20,000
3.	Exploration of Key Economic Studies: Development of key actions/programs	\$30,000
	a. Incentivizing development through intensity bonus programs	\$5,000
	b. Shop Local Incentive Program	\$5,000
	c. Next Steps for the Costa Mesa BAC	\$5,000
	d. City-wide Fiber	\$5,000
	e. Project Specific Economic Benefit Model and Policy	\$10,000
4.	Recommended Economic Best Practices: Development of best practices	\$10,000
5.	Resource Assessment: Recommendations for resources	\$10,000

6.	Implementation and Assessment Tools: Identify tools/indicators	\$10,000
7.	Comprehensive Action Plan List: Costa Mesa-specific action list	\$10,000
8.	Prosperity Action Plan: Draft and final action plan	\$15,000
9.	Outreach, Public Hearings, and Meetings	\$20,000
10.	Artist Collaboration	\$5,000
11.	Travel Cost	\$0
TOTAL		\$200,000

EXHIBIT C
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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