



# **CITY COUNCIL AGENDA REPORT**

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MEETING DATE: MARCH 6, 2007

ITEM NUMBER:

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH VERONICA TAM AND ASSOCIATES FOR THE HOUSING ELEMENT UPDATE**

**DATE: FEBRUARY 20, 2007**

**FROM: DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION**

**PRESENTATION BY: DONALD D. LAMM, DEPUTY CITY MGR./DEV. SVS. DIRECTOR**

**FOR FURTHER INFORMATION CONTACT: HILDA VETURIS, MANAGEMENT ANALYST  
(714) 754-5608**

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## **RECOMMENDATION:**

1. Award a consulting contract to Veronica Tam and Associates at 107 S. Fair Oaks Avenue, Suite 213, Pasadena, California in the amount of \$59,650.
2. Authorize the Mayor to sign the Professional Services Agreement.

## **BACKGROUND:**

Pursuant to State of California Government Code Sections 65580-65589.8, all communities in California are required to update their Housing Elements for certification by the State Department of Housing and Community Development (HCD). The City of Costa Mesa is within the Southern California Association of Governments (SCAG) region for which Housing Element updates must be completed by June 30, 2008.

## **ANALYSIS:**

In working toward compliance of this task, a Request for Proposals (RFP) was sent to four planning/community development consulting firms. Two responses were received. Staff analyzed the two bids and determined that although the second bid proposed a lesser amount, Veronica Tam and Associates demonstrated more experience, knowledge and expertise in the area specifically related to Housing Elements.

Veronica Tam, Principal of Veronica Tam and Associates, has nearly 17 years of housing and community development experience and has prepared more than 60 Housing Elements for cities throughout California. In addition, she has been a speaker at various Planning Conferences regarding Housing Element requirements, and the League of California Cities has scheduled her to conduct a session on Housing Element updates at the Planner's Institute Conference in March 2007. In addition to Ms. Tam, the firm is made up of professionals who possess a multitude of talents and are familiar with a multi-disciplinary team approach, demanding schedules, and writing reports to withstand agency, public, and legal scrutiny. Their experience in community planning and expertise in housing related issues qualifies them to prepare the update of the Housing Element.

**ALTERNATIVES CONSIDERED:**

1. Authorize Mayor to sign Professional Services Agreement. The contract award would allow the consultant to proceed immediately with the Housing Element update.
2. The alternative to this Council action would be to reject the proposal. If this proposal is rejected, the City is required to reinstate the RFP process. This would delay the preparation of the Housing Element update, in which timing is critical, and could potentially cause the City of Costa Mesa to miss the state-mandated submittal date of June 30, 2008.

**FISCAL REVIEW:**

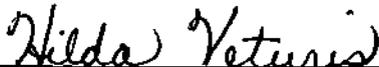
In anticipation of the need to fulfill this State requirement, funds were approved by Council in June 2006 in the 2006-07 budget and are available for the update of the Housing Element.

**LEGAL REVIEW:**

The City Attorney's office has reviewed and approved the attached Professional Services Agreement as to form.

**CONCLUSION:**

Staff recommends that Veronica Tam and Associates be awarded the consulting contract for the preparation of the Housing Element update. Staff believes this firm is qualified to complete the work in a comprehensive and timely manner, based on their relevant experience and technical expertise.



HILDA VETURIS  
Management Analyst



DONALD D. LAMM, AICP  
Deputy City Mgr./Dev. Svs. Director

- DISTRIBUTION:
- City Manager
  - Asst. City Manager
  - City Attorney
  - Public Services Director
  - City Clerk (2)
  - Staff (4)
  - File (2)

Veronica Tam  
Veronica Tam and Associates  
107 S. Fair Oaks Avenue, Suite 213  
Pasadena, CA 91105

ATTACHMENT: 1. Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT FOR  
HOUSING ELEMENT UPDATE**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and VERONICA TAM & ASSOCIATES, a Limited Liability Partnership (“Consultant”).

**WITNESSETH:**

- A. WHEREAS, City proposes to have Consultant update the 2008 Housing Element as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

1.3. 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.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. 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.

1.6. 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.

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Fifty-Nine Thousand Six Hundred Fifty Dollars (\$59,650.00).

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

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. 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 and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on March 6, 2009, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to 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 and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) 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 and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (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. 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 comprehensive general liability insurance 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, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. 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.

5.4. 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 designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

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

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

**IF TO CONSULTANT:**

Veronica Tam & Associates  
107 South Fair Oaks Avenue, #213  
Pasadena, CA 91105  
Tel: 626-304-0440  
Fax: 626-304-0005  
Attn: Veronica Tam

**IF TO CITY:**

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: 714-754-5608  
Fax: 714-754-5330  
Attn: Hilda Veturis

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

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

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

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

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

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 secure, at his 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.

6.11. 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.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that 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, 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.

6.13. 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.

6.14. Prohibited Employment: Consultant 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 the RFP or the Response, 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 both the Response and the RFP and the Response shall govern over the RFP.

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. 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.

6.18. 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.

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

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

6.21. 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.

6.22. 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 as 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.

6.23. 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.

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

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

CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
Mayor of the City of Costa Mesa

Date: \_\_\_\_\_

VERONICA TAM & ASSOCIATES

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

*Kimberly Hare Barlow*  
City Attorney

APPROVED AS TO INSURANCE:

*Jim Flynn*  
Risk Management

APPROVED AS TO CONTENT:

*Nilda Veturis*  
Project Manager

Date: \_\_\_\_\_

Date: 2-15-07

Date: 2/21/07

Date: 2/21/07

**EXHIBIT A**  
**CITY'S REQUEST FOR PROPOSAL**



# CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92626-1200

DEVELOPMENT SERVICES DEPARTMENT

## REQUEST FOR PROPOSALS FOR PROFESSIONAL CONSULTING SERVICES CITY OF COSTA MESA YEAR 2008 HOUSING ELEMENT UPDATE

### I. INTRODUCTION

The City of Costa Mesa is preparing to comprehensively revise its current Housing Element pursuant to State law requirements. Emphasis will be placed on developing a clear, concise and legally defensible Housing Element that meets the varied housing needs of the community, and which is ultimately certified by the State Department of Housing and Community Development.

### II. INFORMATION ABOUT THE CITY OF COSTA MESA

The City of Costa Mesa, incorporated since 1953, is located in central Orange County and encompasses 16 square miles. With an estimated population of 113,135 in 2006, Costa Mesa is approximately 37 miles southeast of Los Angeles and 88 miles north of San Diego. The City is bounded by Newport Beach to the south and east, Huntington Beach and Fountain Valley to the west, Santa Ana to the north, and Irvine to the northeast.

Census 2000 Demographic Profile Highlights indicate that the community's population was 56.8% White, 31.8% Hispanic, 7.4% Asian, 1.2% African American, and other races at 2.8%. (See attached summary of the City's population characteristics.) The community is almost entirely developed with a current trend towards land recycling and redevelopment. Land use designations established in 2000 include 48% for residential development, 13% for commercial development, 14% for industrial development, and 25% for public/semi-public development.

### III. HOUSING ELEMENT SCOPE OF WORK

The consultant shall update the existing Housing Element pursuant to the State of California Government Code Sections 65580-65589.8 and at a minimum, the consultant shall accomplish the following tasks:

1. Develop a project time schedule of project milestones for certification of the Housing Element by the State Department of Housing and Community Development (HCD) by June 30, 2008.

2. Update housing, population, and employment projections to coincide with recent Orange County Projections and federal census information.
3. Incorporate the Regional Housing Needs Assessment figures as provided by the Southern California Association of Governments (SCAG).
4. Review effectiveness of previous programs in the Housing Element.
5. Assess housing conditions and immediate needs, including special housing needs.
6. Identify and analyze potential sites for future housing.
7. Identify actual and potential constraints on the maintenance, improvement, and development of housing for all income levels.
8. Assess all City housing programs for the elderly, disabled, female-head of households, the homeless, and low and moderate income groups, to determine success and future recommendations.
9. Conduct one workshop with the community, Planning Commission, and City Council to receive input.
10. Attend Housing Task Force meetings, should City Council appoint an ad hoc committee.
11. If the City receives comments from HCD, prepare responses to HCD in collaboration with City staff. The information will be presented in a report to the Planning Commission and City Council.
12. Maintain on-going communication with HCD until the Housing Element is certified.
13. Provide HCD any requested supplemental data or explanations for proposed programs and/or policies.
14. Obtain HCD certification of the Housing Element by June 30, 2008.

#### IV. HOUSING ELEMENT WORK PRODUCTS

Reproducible copies of all final documents shall be supplied to the City upon completion of the project. The final Housing Element and its maps shall also be submitted on digitized storage medium compatible with the City's computer hardware and software.

All data, documents, and other products used or developed during this project shall become the property of the City of Costa Mesa.

1. Project Schedule - 10 copies
2. Draft Housing Element - 50 copies, one reproducible original, and one digital file.
3. Full-color, Final Housing Element - 50 copies, one reproducible original, one digital file.

#### V. MEETINGS

The consultant shall work as an extension of City staff and shall be prepared to attend a minimum of 5 meetings with Development Services staff, a

community workshop, one Planning Commission study session, one Planning Commission public hearing, and one City Council public hearing.

Please note that the City Council may decide to create a Housing Task Force ad hoc committee. Should this occur, the consultant will be required to attend up to 12 Housing Task Force meetings, therefore, please include this as an optional line item in your proposal.

## VI. PROPOSAL SUBMISSION REQUIREMENTS

The following information shall be included in the proposal to meet the City's minimum criteria for consideration.

1. A letter of introduction briefly describing the firm (maximum of 5 pages). The name, address, and phone number of the contact person. The letter shall be signed by an officer of the firm authorized to bind the firm to all commitments made in the proposal.
2. A proposal shall include a list of subcontractors who will be hired by the consultant. A copy of their experience and qualifications shall be included.
3. The proposal shall outline an approach to preparing the Housing Element Update
4. The proposal shall include a task list and time frame in which to complete the project.
5. An organization chart shall be included identifying the project manager and personnel for all key tasks. Resumes for the project manager and key personnel are to be included.
6. A summary of firm experience and references for similar projects (include phone numbers) shall be included.
7. The proposal shall include the provision for monthly written and verbal progress reports to the City.
8. Include a copy of a recently completed Housing Element completed by your firm.
9. Proposal should include a "Total, not to exceed costs."
10. Five bound copies of the proposal, plus one reproducible copy of the proposal must be received at Costa Mesa City Hall, Development Services Department, no later than 5:00 p.m., Friday, January 26, 2007. Mailed proposals must be received by the deadline and should be addressed as follows:

Hilda Veturis  
City of Costa Mesa  
Development Services Department  
P.O. Box 1200  
Costa Mesa, CA 92628  
RE: Housing Element Update

## VII. CONTRACT REQUIREMENTS

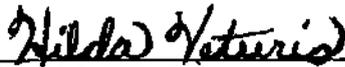
In addition should the City award your firm this contract, the City will include the following requirements in the contract:

1. The City requires \$1,000,000 minimum for each of the following coverages: comprehensive general liability, automobile liability, and errors and omissions. The City must be named as an additional insured.
2. The City must be notified in writing, if and when key personnel are changed. The consultant shall not change subcontractors without prior written approval from the City. The City reserves the right to negotiate the proposed agreement for these services if any key personnel or subcontractor changes.

If you have any questions, please call Hilda Veturis at (714) 754-5608.

A copy of the City of Costa Mesa's 2000 Housing Element is available on-line for your review at [www.ci.costa-mesa.ca.us](http://www.ci.costa-mesa.ca.us). It is located within the City's 2000 General Plan, which is listed under Department/Development Svcs/Planning.

Thank you for your time and effort in assisting the City of Costa Mesa. We look forward to receiving your proposal.



HILDA VETURIS  
Management Analyst



DONALD D. LAMM, AICP  
Deputy City Manager - Development Services Director

Date: December 21, 2006

Attachment: Population Characteristics Summary  
2006 Community Economic Profile



# COSTA MESA

77 FAIR DRIVE  
P.O. BOX 1200  
COSTA MESA, CA 92628

INCORPORATED: 1963  
AREA: 15.5 square miles  
TELEPHONE: (714) 754-5225  
WEBSITE: www.ci.costa-mesa.ca.us

Mayor: Allan Mansoor  
Mayor Pro Tem: Eric Bever  
Council Members: Linda W. Dixon  
Katrina Foley  
Gary Monahan

City Manager: (714) 754-5328  
Community Development: 754-5635  
City Council: 754-5285  
Parks & Recreation: 754-5300  
Fire Department: 754-5106  
Police Department: 754-5387

## Population Characteristics

Year	Population (#)
1950:	#
1960:	37,550 (*1)
1970:	72,660 (*1)
1980:	82,562 (*1)
1990:	96,357 (*1)
2000:	108,724 (*1)
1995:	102,095 (*2)
1996:	102,344 (*2)
1997:	103,274 (*2)
1998:	104,704 (*2)
1999:	106,103 (*2)
2000:	108,724 (*2)
2001:	109,768 (*6)
2002:	110,871 (*6)
2003:	111,665 (*6)
2004:	113,101 (*6)
2005:	113,042 (*6)
2006:	113,134 (*6)

Race	Number	%
White	61,778	56.8%
Hispanic	34,523	31.8%
Asian & Pacific Islander	8,022	7.4%
Black	1,313	1.2%
All Other Races	3,088	2.8%
<b>Total Population:</b>	<b>108,724</b>	<b>100.0%</b>

Year	Population (#)
2010	117,492
2015	122,301
2020	125,952
2025	128,483
2030	129,098

	2000	2001	2002
Total Births	1,781	1,773	1,734
Birth Rate*	16.4	16.2	15.7
Total Deaths	624	629	634
Death Rate*	5.7	5.7	5.7

Age Group	Total	%
0-4	7,735	7.1%
5-9	7,687	7.1%
10-14	6,370	5.9%
15-19	6,439	5.9%
20-24	9,254	8.5%
25-34	23,363	21.5%
35-44	19,051	17.5%
45-54	12,531	11.5%
55-59	4,060	3.7%
60-64	3,052	2.8%
65-74	4,957	4.6%
75-84	3,150	2.9%
85+	1,075	1.0%
<b>Total:</b>	<b>108,724</b>	<b>100.0%</b>
<b>Median Age:</b>	<b>32.0</b>	
<b>Percent of County:</b>		<b>3.8%</b>

Democratic	15,679	Natural Law	98
Republican	25,053	Misc	385
Independent	1,408	Decline To State	11,192
Green	597		
Libertarian	663	<b>Total:</b>	<b>55,075</b>

# City not incorporated at this date.  
Sources: (\*1) April Decennial Census of Population, U.S. Census Bureau.  
(\*2) January Revised Estimate, State Dept. of Finance.  
(\*3) Center for Demographic Research, CSUF.

(\*4) Orange County Health Care Agency  
\*Rates per 1,000 population.  
(\*5) OC Registrar of Voters, February 2006.  
(\*6) E-5 Released May 2006, State Dept. of Finance.

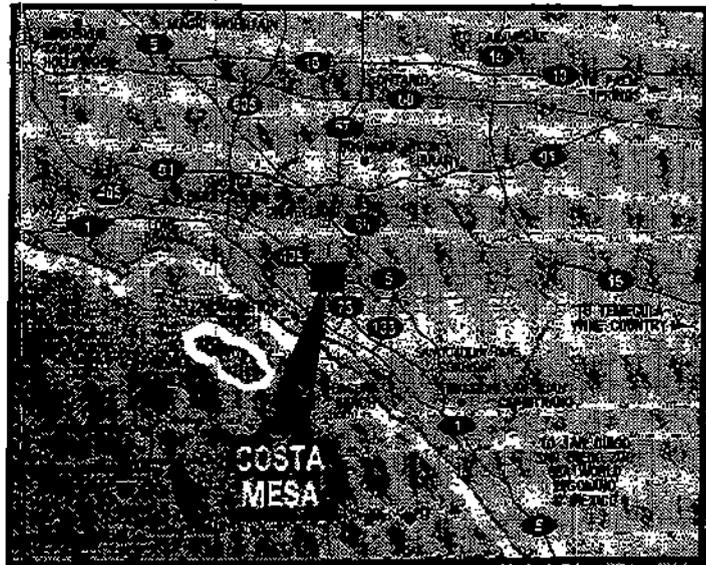
# Costa Mesa



## 2006 Community Economic Profile

### LOCATION

The City of Costa Mesa is located in central Orange County and encompasses 16.8 square miles. It is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley, and Irvine. The City is approximately 37 miles southeast of Los Angeles, 88 miles north of San Diego, and 475 miles south of San Francisco. Costa Mesa is accessible from the San Diego Freeway (I-405), the Costa Mesa Freeway (SR-55), and the Corona del Mar Freeway (SR-73).



### CLIMATE

The climate is characterized by mild winters, warm summers, moderate rainfall, and generally year-round sunshine.

Average temperature: January high 69°, low 41°  
July high 81°, low 60°

Average rainfall: 14.5 inches, humidity- 71%

### CITY HALL

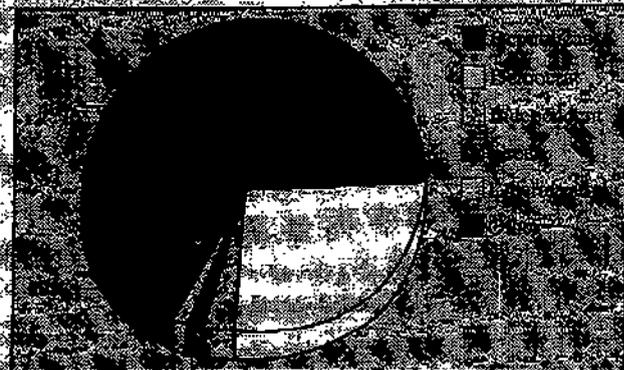
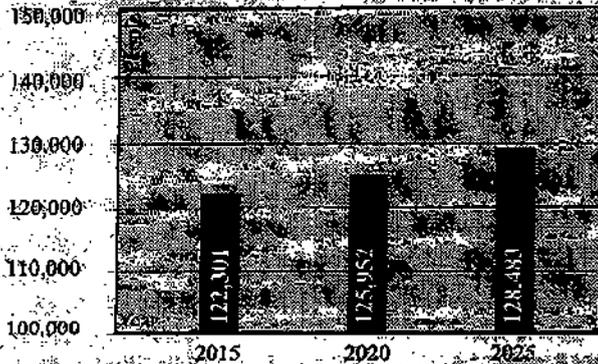
Incorporated in June, 1953, Costa Mesa has a Council/City Manager form of government. The 9.5 acre Civic Center is located at 77 Fair Drive. City Hall is a five-story building where the primary City administrative functions are conducted. The Civic Center complex also includes the Council Chambers, the Police Facility, the Communications Building and Fire Station No. 5.

## Population Characteristics

### POPULATION PROJECTIONS

2005 Population:	113,440
Median Age:	32
Average Household Size:	2.77
Average Family Size:	3.34

### VOTER REGISTRATION



**Growth and Trends**

	1990	1999	2004	2005	2021
Population Orange County	2,632,000	2,886,969	3,147,276	3,402,903	3,686,129
Population Costa Mesa	52,349	60,765	67,343	67,301	72,932
Costa Mesa Retail Sales Tax Revenue	\$ 2 million	\$ 3.6 million	\$ 4 million		
Source: Demographic Research, Inc. (2005) City of Orange Planning Department (2005)					

**Land Use**

A diversity of land uses exists within the City. Approximately 48% of all incorporated land is designated for residential use, 14% is designated for commercial uses, 14% is set aside for industrial uses, and 24% is allocated for public and semi-public uses.<sup>3</sup>

3. Costa Mesa General Plan (2000)

**Home Sales Price in Costa Mesa<sup>1</sup>**

on the market (week ending March 1, 2005)

Costa Mesa - 92626

Homes Listed	37
Highest	\$ 1,193,000
Lowest	\$ 599,000
Median	\$ 695,000
Condos Listed	15
Highest	\$ 520,000
Lowest	\$ 325,000
Median	\$ 402,000

Costa Mesa - 92627

Homes Listed	23
Highest	\$ 1,340,000
Lowest	\$ 588,000
Median	\$ 835,000
Condos Listed	11
Highest	\$ 695,950
Lowest	\$ 439,000
Median	\$ 500,000

<sup>1</sup> Troni Realty

**2000 Housing Units Distribution**

	Units	%
Single Detached	15,347	38.0%
Single Attached	4,116	10.2%
2 to 4 units structure	5,854	14.5%
5+ units structure	10,869	26.3%
Mobile homes	1,141	2.8%
Other	72	.2%
<b>Total housing units</b>	<b>40,359</b>	<b>100.0%</b>
Occupied units	39,138	97.0%
Vacant units	1,211	3%
Person per unit	2.77	

<sup>2</sup> Center for Demographic Research (2005)

**Orange County Fair Market Rental Rates**

Studio apartments	\$ 970
One bedroom apartments	\$ 1,098
Two bedroom apartments	\$ 1,317

<sup>3</sup> Department of Housing and Urban Development

**2000 Households**

	Units	%
Owner occupied	15,811	46%
Renter occupied	23,377	60%

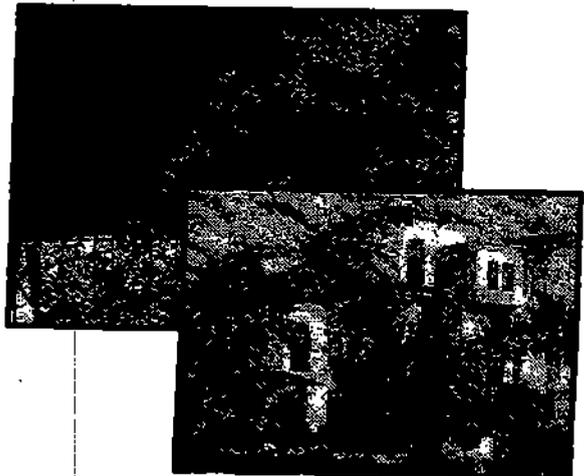
<sup>4</sup> Center for Demographic Research (2005)

**Property Valuation**

In 2005, the total assessed property valuation for the City was \$299.3 billion. The total valuation for the City may be broken down into the following categories<sup>1</sup>.

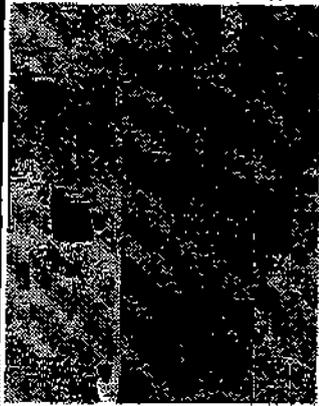
Single family	\$ 223.7 billion
Multi-family	\$ 25.2 billion
Commercial	\$ 52.6 billion
Industrial	\$ 22.3 billion

<sup>1</sup> County Assessor's Office



## Employment

The major industries in the City are services and trade followed by manufacturing. The projection of future employment within the City is a total of 97,192 jobs in Year 2010, increasing to a total of 99,743 jobs in Year 2020<sup>1</sup>. Wages, rates, extent of unionization, fringe benefits and related information for specific industries and job classifications may be obtained from the State Employment Development Department at (714) 558-6406. General information for the State of California is available at (916) 445-8008.



### 2000 Income

Median Household Income: \$75,710  
Income Distribution:

\$15,000 - \$19,999	10.1%
\$20,000 - \$24,999	10.1%
\$25,000 - \$29,999	10.1%
\$30,000 - \$34,999	10.1%
\$35,000 - \$39,999	10.1%
\$40,000 - \$44,999	10.1%
\$45,000 - \$49,999	10.1%
\$50,000 - \$54,999	10.1%
\$55,000 - \$59,999	10.1%
\$60,000 - \$64,999	10.1%
\$65,000 - \$69,999	10.1%
\$70,000 - \$74,999	10.1%
\$75,000 - \$79,999	10.1%
\$80,000 - \$84,999	10.1%
\$85,000 - \$89,999	10.1%
\$90,000 - \$94,999	10.1%
\$95,000 - \$99,999	10.1%
\$100,000 - \$104,999	10.1%
\$105,000 - \$109,999	10.1%
\$110,000 - \$114,999	10.1%
\$115,000 - \$119,999	10.1%
\$120,000 - \$124,999	10.1%
\$125,000 - \$129,999	10.1%
\$130,000 - \$134,999	10.1%
\$135,000 - \$139,999	10.1%
\$140,000 - \$144,999	10.1%
\$145,000 - \$149,999	10.1%
\$150,000 - \$154,999	10.1%
\$155,000 - \$159,999	10.1%
\$160,000 - \$164,999	10.1%
\$165,000 - \$169,999	10.1%
\$170,000 - \$174,999	10.1%
\$175,000 - \$179,999	10.1%
\$180,000 - \$184,999	10.1%
\$185,000 - \$189,999	10.1%
\$190,000 - \$194,999	10.1%
\$195,000 - \$199,999	10.1%
\$200,000 - \$204,999	10.1%
\$205,000 - \$209,999	10.1%
\$210,000 - \$214,999	10.1%
\$215,000 - \$219,999	10.1%
\$220,000 - \$224,999	10.1%
\$225,000 - \$229,999	10.1%
\$230,000 - \$234,999	10.1%
\$235,000 - \$239,999	10.1%
\$240,000 - \$244,999	10.1%
\$245,000 - \$249,999	10.1%
\$250,000 - \$254,999	10.1%
\$255,000 - \$259,999	10.1%
\$260,000 - \$264,999	10.1%
\$265,000 - \$269,999	10.1%
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\$310,000 - \$314,999	10.1%
\$315,000 - \$319,999	10.1%
\$320,000 - \$324,999	10.1%
\$325,000 - \$329,999	10.1%
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\$370,000 - \$374,999	10.1%
\$375,000 - \$379,999	10.1%
\$380,000 - \$384,999	10.1%
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\$395,000 - \$399,999	10.1%
\$400,000 - \$404,999	10.1%
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\$495,000 - \$499,999	10.1%
\$500,000 - \$504,999	10.1%
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\$510,000 - \$514,999	10.1%
\$515,000 - \$519,999	10.1%
\$520,000 - \$524,999	10.1%
\$525,000 - \$529,999	10.1%
\$530,000 - \$534,999	10.1%
\$535,000 - \$539,999	10.1%
\$540,000 - \$544,999	10.1%
\$545,000 - \$549,999	10.1%
\$550,000 - \$554,999	10.1%
\$555,000 - \$559,999	10.1%
\$560,000 - \$564,999	10.1%
\$565,000 - \$569,999	10.1%
\$570,000 - \$574,999	10.1%
\$575,000 - \$579,999	10.1%
\$580,000 - \$584,999	10.1%
\$585,000 - \$589,999	10.1%
\$590,000 - \$594,999	10.1%
\$595,000 - \$599,999	10.1%
\$600,000 - \$604,999	10.1%
\$605,000 - \$609,999	10.1%
\$610,000 - \$614,999	10.1%
\$615,000 - \$619,999	10.1%
\$620,000 - \$624,999	10.1%
\$625,000 - \$629,999	10.1%
\$630,000 - \$634,999	10.1%
\$635,000 - \$639,999	10.1%
\$640,000 - \$644,999	10.1%
\$645,000 - \$649,999	10.1%
\$650,000 - \$654,999	10.1%
\$655,000 - \$659,999	10.1%
\$660,000 - \$664,999	10.1%
\$665,000 - \$669,999	10.1%
\$670,000 - \$674,999	10.1%
\$675,000 - \$679,999	10.1%
\$680,000 - \$684,999	10.1%
\$685,000 - \$689,999	10.1%
\$690,000 - \$694,999	10.1%
\$695,000 - \$699,999	10.1%
\$700,000 - \$704,999	10.1%
\$705,000 - \$709,999	10.1%
\$710,000 - \$714,999	10.1%
\$715,000 - \$719,999	10.1%
\$720,000 - \$724,999	10.1%
\$725,000 - \$729,999	10.1%
\$730,000 - \$734,999	10.1%
\$735,000 - \$739,999	10.1%
\$740,000 - \$744,999	10.1%
\$745,000 - \$749,999	10.1%
\$750,000 - \$754,999	10.1%
\$755,000 - \$759,999	10.1%
\$760,000 - \$764,999	10.1%
\$765,000 - \$769,999	10.1%
\$770,000 - \$774,999	10.1%
\$775,000 - \$779,999	10.1%
\$780,000 - \$784,999	10.1%
\$785,000 - \$789,999	10.1%
\$790,000 - \$794,999	10.1%
\$795,000 - \$799,999	10.1%
\$800,000 - \$804,999	10.1%
\$805,000 - \$809,999	10.1%
\$810,000 - \$814,999	10.1%
\$815,000 - \$819,999	10.1%
\$820,000 - \$824,999	10.1%
\$825,000 - \$829,999	10.1%
\$830,000 - \$834,999	10.1%
\$835,000 - \$839,999	10.1%
\$840,000 - \$844,999	10.1%
\$845,000 - \$849,999	10.1%
\$850,000 - \$854,999	10.1%
\$855,000 - \$859,999	10.1%
\$860,000 - \$864,999	10.1%
\$865,000 - \$869,999	10.1%
\$870,000 - \$874,999	10.1%
\$875,000 - \$879,999	10.1%
\$880,000 - \$884,999	10.1%
\$885,000 - \$889,999	10.1%
\$890,000 - \$894,999	10.1%
\$895,000 - \$899,999	10.1%
\$900,000 - \$904,999	10.1%
\$905,000 - \$909,999	10.1%
\$910,000 - \$914,999	10.1%
\$915,000 - \$919,999	10.1%
\$920,000 - \$924,999	10.1%
\$925,000 - \$929,999	10.1%
\$930,000 - \$934,999	10.1%
\$935,000 - \$939,999	10.1%
\$940,000 - \$944,999	10.1%
\$945,000 - \$949,999	10.1%
\$950,000 - \$954,999	10.1%
\$955,000 - \$959,999	10.1%
\$960,000 - \$964,999	10.1%
\$965,000 - \$969,999	10.1%
\$970,000 - \$974,999	10.1%
\$975,000 - \$979,999	10.1%
\$980,000 - \$984,999	10.1%
\$985,000 - \$989,999	10.1%
\$990,000 - \$994,999	10.1%
\$995,000 - \$999,999	10.1%

## Major Employers

Name of Company	Estimated Employees
Auto Club of Southern California	5,000
Fairview Developmental Center	1,800
Dntech.com	1,200
Experian Information Solutions	1,200
First Team Real Estate	1,200

Source: California Employment Development Department (2005)

	Number	Percent of Total
Employed	65,500	96.7%
Unemployed	2,200	3.3%
Total Labor Force	67,500	100%

Source: California Employment Development Department (2005)

## Major Development Projects/Areas

**Harbor Gateway (78 acres)** - north of Sunflower Ave., east of Hyland Ave., and west of Harbor Blvd.

**Automobile Club of Southern California (39 acres)** - 3333 Fairview Road.

**Segerstrom Home Ranch (93 acres)** - north of I-405, east of Harbor Blvd., west of Fairview Road, and south of Sunflower Ave.

**Metro Pointe (50 acres)** - 901-907 South Coast Drive.

**South Coast Plaza (115 acres)** - 3333 Bristol Street and 3333 Bear Street

**South Coast Plaza Town Center (54 acres)** - east of Bristol Street, south of Sunflower Ave., north of I-405, and west of Avenue of the Arts.

**South Coast Metro Center/ Experian Solutions (45 acres)** - 475-595 Anton Blvd.

**Sakioka Farms Lot 1<sup>st</sup> (40 acres)** - east of Sakioka Dr., north of Anton Blvd., and south of Sunflower Ave.

**Sakioka Farms Lot 2<sup>nd</sup> (33 acres)** - north of I-405, west of Main Street and SR-55, east of Experian Solutions, and south of Sunflower Ave.

**1901 Newport Plaza (8 acres)** - 1901 Newport Blvd.

5. Major Undeveloped Areas



## Major Medical Facilities

**Fairview Developmental Center (714) 957-5000**  
2501 Harbor Blvd

**Hoag Health Center (714) 668-2550**  
1190 Baker Street

**College Hospital of Costa Mesa (714) 642-2734**  
301 Victoria Street

# City Budget

... for all funds used for the fiscal year 2006-2007.  
... General Fund portion of the budget is \$131,670,477.  
... apply to the City from July 1, 2006 through June 30, 2007.

# Transportation

# Utilities

- Electric
- Natural Gas
- Telephone
- Water
- Sewer

# Other Offices/Contacts



This brochure was prepared by the City of Costa Mesa Planning Division  
Visit our Website at [www.ci.costa-mesa.ca.us](http://www.ci.costa-mesa.ca.us)

# City Offices

- Public Services
  - Emergency: (714) 754-5252
  - Police Information: (714) 754-5211
  - Animal Control: (714) 754-5211
- Fire Services
  - Emergency: 911
  - Administration: (714) 754-5100
- City Council: (714) 754-5254
- City Manager: (714) 754-5256
- City Clerk: (714) 754-5223
- Business Assistance Hotline: (714) 754-5013
- Development Services
  - Administration: (714) 754-5278
  - Public Work and Grants: (714) 754-5278
  - Inspection: (714) 754-5278
  - Planning: (714) 754-5295
  - Environmental: (714) 754-5278
- Business Licenses: (714) 754-5254
- Public Services
  - Disaster: (714) 754-5293
  - Information: (714) 754-5211
- Administrative Services
  - Recruitment: (714) 754-5200
  - Real Estate: (714) 754-5200

**EXHIBIT B**  
**RESPONSE AND SCOPE OF SERVICES**



# **CITY OF COSTA MESA**

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92626-1200

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DEVELOPMENT SERVICES DEPARTMENT

**FOR ATTACHMENTS NOT INCLUDED IN THIS REPORT,**

**PLEASE CONTACT THE CITY CLERK'S OFFICE AT**

**(714) 754-5121**