



Initiative to Give Costa Mesans Control of Their Future

aka the “Smart Growth Initiative”

MythBusters

Myth: *The initiative is “no growth” and will stop all projects and business coming to Costa Mesa.*

Fact: The initiative permits all development that is allowable under the current General Plan and zoning code. The initiative still allows flexibility for projects to exceed the General Plan within certain limitations before requiring a vote of the residents. This allows for new businesses to open and projects to be built, and even if the projects must go to a vote of the people, there is still an opportunity for proponents to reach out to the residents to take steps to achieve approval. Similar initiatives have not stopped growth or a loss of revenue for other cities.

Myth: *The initiative takes away the power of the City Council and Planning Commission.*

Fact: The initiative would require the City Council and Planning Commission to approve a project before it goes to the voters for approval. The Council and Planning Commission will still have the ability to grant variances, administrative adjustments, etc., and approve projects that don't require a General Plan Amendment or zoning change.

Myth: *The initiative will prevent the redevelopment of aging properties in the city.*

Fact: Redevelopment Projects that follow the current General Plan will continue to be allowed without voter approval. However, the initiative allows voters to decide if certain large projects that require changes to the General Plan are appropriate given the impact on the surrounding area.

Myth: *The City will be sued if the initiative passes.*

Fact: No one can prevent the filing of a lawsuit, but since this initiative borrowed concepts and language from another initiative that has been upheld in a court, we are confident that this initiative will be too.

Myth: *The initiative will drive away developers and business because they won't be able to get projects approved as quickly.*

Fact: Only certain projects will require voter approval. Other cities that have similar ordinances have new projects and businesses coming to them. Most large projects take between 18 and 22 months to get the City approvals and permits needed to start a business or commence construction. Since developers will know they need voter approval before they begin the approval process with the City, they can plan accordingly.

Myth: *Property owners will lose their property rights.*

Fact: No property owner will lose any right they currently have under the General Plan or zoning code. If a property owner wishes to exceed its current rights, by law it would need to seek approval from the City, and perhaps invoke a vote of the residents.

Myth: *Every project in Costa Mesa will require voter approval to go forward.*

Fact: Only certain large projects requiring a General Plan Amendment or zoning change and that exceed the thresholds set forth in the initiative will be voted on. Any project, small or large, that does not require a General Plan amendment or zoning change will not require voter approval.

Myth: *Counting three ton vehicles as two trips when calculating "Average Daily Trips" for a proposed project will require all businesses to have voter approval.*

Fact: Average daily trips are calculated using the Trip Generation Manual of the Institute of Transportation Engineers which specifies the trips generated by different types of projects. Trip fees are one time fees charged to the development to fund the traffic infrastructure in the city. The reason for counting three ton vehicles as two trips is to allow traffic engineers to adjust the estimated trip count when assessing a project that may involve many heavy vehicles, such as delivery trucks.

Myth: *This initiative is just like the Malibu initiative that was overturned.*

Fact: This initiative was written after reviewing many initiatives that had been upheld in court. We chose not to fashion our initiative after the Malibu initiative because we recognized flaws and also because its subject matter did not apply to Costa Mesa.

Myth: *Businesses with customers who drive SUVs will be penalized because their vehicles are heavy enough to affect the calculation of "Average Daily Trips" in the initiative, thus requiring all new business to have voter approval. Residents will pay the cost for driving SUVs.*

Fact: Trip fees are one time charges that are paid by developers, not residents, and are used to offset the impacts of vehicles to infrastructure in the city. The fees are calculated using the Trip Generation Manual of the Institute of Transportation Engineers, which specifies the trips generated by different types of projects. Traffic engineers can modify the trips they estimate for a proposed project based on what type of vehicle typically comes and goes from that type of project. No one will be sitting near a project doing a traffic count, nor will there be tracking devices attached to residents' vehicles. This provision only instructs the City's traffic engineers to adjust for large delivery trucks at places such as a factory, warehouse, or big-box store.

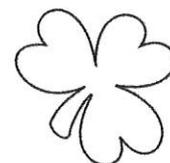
For More Information, Visit Costamesa1st.com



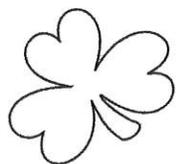
Costa Mesa First (FPPC 1332564) is a group of concerned Costa Mesa residents and encourages the adoption and implementation of smart growth policies. Please contact Costa Mesa First at P.O. Box 2282, Costa Mesa, CA 92628 (714) 549-5884, costamesa1st@gmail.com. Follow us on Facebook and Twitter and at www.costamesa1st.com.



Wake Up Costa Mesa!!!



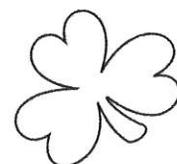
**Let's protect the local scene and keep our
Fairview Park GREEN**



Sign the Petition

Call 949-515-4598

www.fairviewparkalliance.org



City of Costa Mesa Residency - Fall 2015 Audit

Team	Total Participants	Claimed CM Residency	Verified CM Residency	Costa Mesa Residency Percent Verified
American Youth Soccer League 97	1,268	644	644	100%
American Youth Soccer League 120	750	638	638	100%
Costa Mesa Pony	88	45	36	80%
Costa Mesa Pop Warner	143	69	69	100%
Costa Mesa American Little League	76	70	61	87%
Costa Mesa National Little League	60	59	59	100%
California Youth Soccer League	215	181	134	74%
International Soccer League	440	340	326	96%
Newport Beach Womens Soccer	123	67	23	34%
Newport Harbor Basebal Association	133	44	44	100%
Newport Mesa Friday Night Lights	1,005	505	410	81%
Newport Mesa Girls Softball	71	17	3	18%
Newport Mesa Soccer Club	360	107	107	100%
SoCal Elite Flag Football	444	36	36	100%
World Adult Kickball Association	89	35	16	46%

**CITY OF COSTA MESA
PENSION OVERSIGHT COMMITTEE**

DATE: August 6, 2014
 TO: City Council
 COPY: Tom Hatch, CEO
 Steve Dunivent, Interim Finance Director
 Lance Nakamoto, Human Resources Manager
 FROM: Pension Oversight Committee (POC)
 SUBJECT: Recommend Safety Employees Increase Pension Cost-Sharing to 14%

Recommendation

The Pension Oversight Committee (POC) recommends (by a vote of 6 to 0) that the City Council negotiate increased pension cost-sharing from Safety Employees (14% if possible).

Executive Summary

Since 2002, Costa Mesa’s pension costs have doubled, and as we presented to the Council earlier in the year, we expect pension costs to double again by fiscal 2022/23. Further, based upon the latest data provided by CalPERS, Costa Mesa’s annual pension costs are forecasted to continue to increase into the 2030’s!

Pension Costs as a Percent of General Fund					
\$ Millions					
Fiscal Year	2002/03	2007/08	2012/13	2017/18	2022/23
Gen'l Fund \$	82	103	103	119	138
Pension Cost \$	8	14	15	24	30
Percent of Gen'l Fund	9.8%	13.6%	14.6%	20.2%	21.7%

Given the above increases, as a way for the City to mitigate its increasing pension costs the Pension Oversight Committee recommends the City negotiate for employees to increase their contributions to the fullest extent permitted by Costa Mesa’s existing agreement with CalPERS. The Pension Oversight Committee is aware that the City has just reached a tentative agreement with the Costa Mesa City Employees Association representing ‘Miscellaneous’ employees. Therefore this recommendation addresses pensions for Safety employees (Fire and Police).

The Safety Pension Challenge

Several times since year 2000, the City has increased pension benefits for Safety employees and they have gained significantly from these benefit improvements. Yet Safety employees contribute a relatively small portion towards the cost of their pensions. Most rank and file Fire and Police employees contribute 5.0% of their payroll towards pension costs (a few employees contribute more) while the City contributes the balance. It is worth noting that Miscellaneous employees contribute a larger percentage to their pensions than Safety employees and yet on average Miscellaneous salaries are less than Safety employees.

Agenda Item 7.1

In the five years between fiscal 2013/14 and fiscal 2018/19, the POC forecasts Costa Mesa's Safety pension costs will increase \$4.7M, and given the existing City/Safety employee contribution split, employees will pay only \$135k or 2.9% of that increase.

City / Safety Employee Pension Contribution Split				
\$ Thousands				
Fiscal Year	2013/14	2018/19	Increase	Percent
Pension Cost Increase \$	14,773	19,449	4,676	100.0%
Employee Contribution Increase \$	1,477	1,612	135	2.9%
City Contribution Increase \$	13,296	17,837	4,541	97.1%

In lieu of a detailed financial analysis, which is difficult outside of actual negotiations, we have used several cost sharing scenarios for Fire and Police to illustrate potential savings (see attached Contribution Rate Analysis). Having said this, the POC urges the City to negotiate the largest amount of cost sharing currently permitted within existing agreements which allow for Safety employees to contribute 14.0%. This will provide the greatest savings to Costa Mesa, of about \$2.7M annually. Other scenarios shown in the analysis use reduced cost sharing and provide annual savings of \$1.8M and \$0.9M.

The Opportunity

Very soon the City will be negotiating new contracts with Fire and Police employees. Now is the opportune time to negotiate increased cost sharing to obtain reductions in Costa Mesa's pension costs and obtain a little more balance between City and Safety employee pension contributions. And it is a chance for Safety employees to help the City remain financially healthy and increase the security of their pensions.

The current Amendment to Contract between the CalPERS Board of Administration and the City incorporates Section 20516 of the Public Employee Retirement Law allowing for employees to contribute up to 14% of their payroll to their pensions. Additional employee contributions/cost sharing can be increased through the meet and confer process.

If implemented, this recommendation will require increased payments by Safety employees. The Council could propose a multiple year implementation period with employees paying more each year until the negotiated cost sharing percentages are reached.

Conclusion

The Pension Oversight Committee recommends the City include in upcoming negotiated labor contracts increased employee cost sharing and urges the City to negotiate the highest levels currently allowed. If the highest levels cannot be achieved and recognizing that many items have to be factored together when negotiating a contract, the POC urges the highest levels possible be negotiated.

The POC hopes our recommendation will be helpful to the City Council.



Jeff Arthur, Chair
Pension Oversight Committee

Contribution Rate Analysis								
	Current		Employees Paying Additional Contributions					
Analysis based upon CalPERS Annual Valuations dated October 2013 covering FY 2014/15	Current Contribution Rates of Payroll	Estimated Current Annual Contribution Amounts	Employees Paying Max per Current Cost Sharing	Estimated Revised Contribution Amounts	Employees Paying Percent Shown Below	Estimated Revised Contribution Amounts	Employees Paying Percent Shown Below	Estimated Revised Contribution Amounts
Fire Department Employees (73 heads)								
Total Employer & Employee	54.618%	\$5,935,060	54.618%	\$5,935,060	54.618%	\$5,935,060	54.618%	\$5,935,060
Total Employer	49.618%	\$5,391,735	40.618%	\$4,413,751	43.618%	\$4,739,746	46.618%	\$5,065,741
Total All Employees	5.000%	\$543,325	14.000%	\$1,521,309	11.000%	\$1,195,314	8.000%	\$869,319
Avg Annual Cost by City per Employee		\$73,859		\$60,462		\$64,928		\$69,394
Average Annual Cost per Employee		\$7,443		\$20,840		\$16,374		\$11,908
City's Cost Savings (increase in Employee Contributions)				\$977,984		\$651,989		\$325,995
Police Department Employees (136 heads)								
Total Employer & Employee	47.542%	\$9,149,375	47.542%	\$9,149,375	47.542%	\$9,149,375	47.542%	\$9,149,375
Total Employer	42.542%	\$8,187,134	33.542%	\$6,455,099	36.542%	\$7,032,444	39.542%	\$7,609,789
Total All Employees	5.000%	\$962,241	14.000%	\$2,694,276	11.000%	\$2,116,931	8.000%	\$1,539,586
Avg Annual Cost by City per Employee		\$60,200		\$47,464		\$51,709		\$55,954
Average Annual Cost per Employee		\$7,075		\$19,811		\$15,566		\$11,320
City's Cost Savings (increase in Employee Contributions)				\$1,732,034		\$1,154,690		\$577,345
Total City Cost Savings (increase in Employee Contributions)				\$2,710,018		\$1,806,679		\$903,339

Notes:

Used pension formulas with highest number of employees
 Fire employees CMFA & CMFAMA 3% @ 50
 Police employees 3% @ 50

Headcount provided by HR 5/14/14 except authorized Police staffing of 136
 Contribution Rates based on City schedule dated 7/2/13

MEJIA, JESSICA

Subject: FW: Please Include In Public Record – COIN Requirements Not Met – Item PH-1

From: DUNIVENT, STEVE

Sent: Tuesday, March 15, 2016 8:42 AM

To: KATRINA FOLEY <foley4costamesa@gmail.com>; MONAHAN, GARY <GARY.MONAHAN@costamesaca.gov>; 'Gary Monahan' <garymonahan@att.net>; GENIS, SANDRA <SANDRA.GENIS@costamesaca.gov>

Cc: Laura Kalty <lkalty@lcwlegal.com>; LETOURNEAU, TAMARA <TAMARA.LETOURNEAU@costamesaca.gov>; HATCH, THOMAS <THOMAS.HATCH@costamesaca.gov>; GREEN, BRENDA <brenda.green@costamesaca.gov>; DUARTE, TOM <TOM.DUARTE@costamesaca.gov>; NAKAMOTO, LANCE <LANCE.NAKAMOTO@costamesaca.gov>

Subject: RE: Please Include In Public Record – COIN Requirements Not Met – Item PH-1

Good morning Council Members. In reply to Mr. Arthur's comments, please see the following:

- The COIN fiscal analysis of the CMPA MOU is complete and meets the requirements of the COIN ordinance.
- The fiscal impacts of each MOU term and condition are displayed on the worksheet.
- Reference to the funded and unfunded liability is included in the last four columns of the COIN fiscal analysis worksheet. As you know, many variables affect these numbers in the future; the review of the proposed MOU resulted in no factors that would be outside the scope of what PERS has already built into their calculations of funded and unfunded liability. Since the MOU results in no change to those amounts, the columns are left blank.
- Actuarial services and completion of columns would be needed only when proposed MOU provisions affect funded and unfunded liability which this MOU does not.
- The fiscal analysis was reviewed and approved the an outside CPA firm: Lance Soll Lunghard LLP.

Regarding Mr. Arthur's recommendation that "actuarial legal and financial determinations and details are always made available to the Finance Advisory Committee (FAC) and Pension Oversight Committee (POC)", this is separate discussion that staff is having with those committee members and is unrelated to the recommended actions on tonight's agenda.

Staff will be at the Council meeting tonight to answer any questions.

STEVE DUNIVENT
Interim Finance Director

City of Costa Mesa, CA
714.754.5243

From: Katrina Foley-Costa Mesa City Councilmember [<mailto:foley4costamesa@gmail.com>]

Sent: Tuesday, March 15, 2016 8:07 AM

To: Laura Kalty <lkalty@lcwlegal.com>; DUNIVENT, STEVE <STEVE.DUNIVENT@costamesaca.gov>; HATCH, THOMAS <THOMAS.HATCH@costamesaca.gov>; LETOURNEAU, TAMARA <TAMARA.LETOURNEAU@costamesaca.gov>

Subject: Fwd: Please Include In Public Record – COIN Requirements Not Met – Item PH-1

Is this correct? If so, why didn't we include?

Katrina Foley
Costa Mesa City Council
www.costamesaca.gov

www.katrinafoley.com

@katrinafoley

Sent from my iPhone

Begin forwarded message:

Resent-From: <katrina.foley@costamesaca.gov>
From: Jeff Arthur <jeffarthur@sbcglobal.net>
Date: March 15, 2016 at 5:00:22 AM PDT
To: BRENDA GREEN <brenda.green@costamesaca.gov>
Cc: Duarte Thomas <tom.duarte@costamesaca.gov>, SANDRA GENIS <sandra.genis@costamesaca.gov>, KATRINA FOLEY <katrina.foley@costamesaca.gov>, GARY MONAHAN <gary.monahan@costamesaca.gov>
Subject: Please Include In Public Record – COIN Requirements Not Met – Item PH-1
Reply-To: Jeff Arthur <jeffarthur@sbcglobal.net>

Good morning Ms. Green,

I am unable to attend tonight's council meeting. Please include my comments and recommendations in the public record regarding agenda item PH-1, CIVIC OPENNESS IN NEGOTIATIONS (COIN) ORDINANCE FIRST PUBLIC HEARING OF THE ADOPTION OF THE 2014-2018 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF COSTA MESA AND THE COSTA MESA POLICE ASSOCIATION (CMPA).

COMMENTS:

The COIN Independent Economic Analysis is incomplete and does not meet the Independent Economic Analysis requirements of COIN Ordinance Section 2-237(c) *emphasis added*

ARTICLE 2. – CIVIC OPENNESS IN NEGOTIATIONS

Section 2-237. - Independent Economic Analysis.

(a) In order to implement the requirements of section 2-236, the city shall have prepared on its behalf, by an independent auditor in cooperation with the Finance Director, a study and supplemental data upon which the study is based, determining the fiscal impacts attributed to each term and condition of employment made available to the members of all recognized employee organizations.

(c) ***The above report shall be regularly updated by the independent auditor to itemize the costs and the funded and unfunded actuarial liability which would or may result from adoption or acceptance of each meet and confer proposal. These measurements shall display the fiscal impacts of the employee association and/or city proposals.***

The Cost of Costa Mesa Police Officers Association (CMPA) Contract City Offer November 9, 2015 (3.0%, 3.0%, 3.05) correctly shows existing unfunded liability of \$82,006,287 and funded liability of \$143,166,937 (equaling a total liability of \$225,173,224).

Projected unfunded liability and funded liability columns are blank. These columns need to be filled in to be compliant with COIN and transparent to the Council and the public. This analysis may also be subject to, and not meet, California Government Code 7507 requirements.

RECOMMENDATIONS:

I recommend that the blank projected unfunded liability and funded liability columns be filled in by an actuary. I am not qualified to render an opinion even with extensive training as a Finance MBA and experience as a Chief Financial Officer; researching Public Employee Retirement Law (PERL), contract between City of Costa Mesa and CalPERS, CalPERS valuations' Overall Payroll Growth, Employer Paid Member Contribution (EPMC) assumptions; and my experience serving on the Costa Mesa Pension Oversight Committee.

Actuaries are uniquely qualified and one is required to complete these columns. I recommend the Council engage an actuary to complete these columns before proceeding. I further recommend that actuarial legal and financial determinations and details are always made available to the Finance Advisory Committee (FAC) and Pension Oversight Committee (POC).

Sincerely,
Jeff Arthur
Chair, Costa Mesa Pension Oversight Committee

PH – 2

**APPEAL - ZONING
APPLICATION ZA-15-
38 AT 3184 AIRWAY
AVENUE, SUITE J**

ADDITIONAL DOCUMENTS

JAMBOREE MANAGEMENT

March 8, 2016

VIA Email: cityclerk@costamesaca.gov

Brenda Green, City Clerk
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

**RE: Notice of Public Hearing
Planning Commission Appeal
3184 Airway Avenue, Ste. J, Zone MP (Industrial Park)
Applicant: Salim Rahemtulla**

Dear Ms. Green:

I represent the owner of 3168-3170 Airway Avenue in the City of Costa Mesa. We are aware of the above referenced matter and are concerned with how it may impact the parking at our property. We have two tenants at our property who utilize our small front parking lot. Between the two of them, the parking lot is full most of the time.

We understand that the cultural center's appeal is based on "off-set hours of operation," however, it is likely that they would be infringing upon our parking lot during these "after hours." We do not want this to happen. Our parking lot is to be used for our tenants only. When our tenants are not using the lot, it is our desire that it remain unoccupied. Since we are so close to the proposed location of the cultural center, I'm sure our lot would be used without our consent even though we insist that it not be used.

We are property owners whose only wish is to provide adequate accommodations for our tenants. We do not wish to get involved in having to police our own property to prevent unauthorized after hours use by those who do not have adequate parking for their own use as a church.

Therefore, we strongly recommend that the City remain steadfast in their decision to deny this church/mosque use of the property at 3184 Airway Avenue.

Should you have any questions, please do not hesitate to contact me at 949.900.4970.

Sincerely,

Terri Boykin, CPM®
Property Manager

PC: Richard M. Tucker, CPM®, CEO

22982 Mill Creek Drive • Laguna Hills, California 92653-1214
Phone 949.380.0300 BRE# 00842342 Fax 949.900.4950



**CITY OF COSTA MESA
NOTICE OF A PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Costa Mesa City Council at the regular meeting on **Tuesday, March 15, 2016, at 7:00 p.m.**, or soon thereafter as the matter shall be heard, in the City Hall Council Chambers, 77 Fair Dr., to consider the following item:

Description: A request for an appeal of the Planning Commission's decision to deny without prejudice a minor conditional use permit for a deviation from shared parking requirements due to off-set hours of operation for a religious education and cultural assembly use.

The site address is 3184 Airway Avenue, Suite J in Zone MP (Industrial Park). The applicant is Salim Rahemtulla.

Environmental Determination: The project is categorically exempt under Section 15301 of the State CEQA (California Environmental Quality Act) Guidelines – Class 1 (Existing Facilities).

Public Comments: Public comments in either oral or written form may be presented during the public hearing. Any written communications, photos, or other material for copying and distribution to the City Council that is 10 pages or less, must be submitted to the City Clerk **NO LATER THAN 3:00 P.M.** on the day of the hearing, **March 15, 2016** and can also be emailed to cityclerk@costamesaca.gov. If the public wishes to submit written communication, photos, or other material for distribution to the City Council at the meeting AFTER 3:00 p.m., 10 copies will need to be provided for distribution. Please note that NO copies of written communication will be made AFTER 3:00 p.m. Any materials to be displayed on the overhead projector at the Council Meeting must be submitted to the City Clerk **NO LATER THAN 15 MINUTES PRIOR TO THE START OF THE MEETING**. If you should need further assistance, please contact the City Clerk's Office at (714) 754-5225. The City Council agenda and related documents may also be viewed on the City's website at <http://costamesaca.gov>, 72 hours prior to the public hearing date.

IF THE AFOREMENTIONED ACTION IS CHALLENGED IN COURT, the challenge may be limited to only those issues raised at the public hearing described in the notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

Brenda Green, City Clerk, City of Costa Mesa

Published on: March 4, 2016

MCCRAY PROPERTIES, LLC

2925 COLLEGE AVENUE, UNIT B6 • COSTA MESA, CA • 92626-3905
PHONE: 714-540-4058 • FAX: 714-540-2235

March 10, 2016

Costa Mesa City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

RE: 3184-J Airway Avenue, Costa Mesa; CUP Application for parking

Dear Costa Mesa City Council Members:

I am writing to request that the City Council uphold the Planning Commission's original decision and **reject** the appeal of the CUP for additional parking at 3184-J Airway Avenue, Costa Mesa. The usage being requested overtaxes the parking requirements for the area and will have a direct negative effect on our building located at 3184-C Airway Avenue.

There have been several church and/or religious tenants that have moved into the complex over the past 5+ years, making parking very difficult. By allowing yet another CUP, the undesirable situation will surely worsen for existing tenants and owners.

My family owns four (4) buildings in the Koll Irvine Industrial Center (3199-A Airport Loop Drive, 3199-C Airport Loop Drive, 3199-D Airport Loop Drive, and 3184-C Airway Drive). We purchased the first building in 1985 and the last one in 1997. Needless to say, we have seen much change in the center over the past thirty years, however nothing has negatively impacted the area as much as the lack of parking.

We experienced first-hand the difficulty of finding a parking space, when our office was located on Airport Loop Drive across from a religious center. Every day during normal business hours, dozens of cars were parked throughout the complex and along Airport Loop Drive. Many people would run out from between cars, and across the street, resulting in an extremely dangerous situation. Eventually, we moved from the area, but our tenants continue to experience a problem with parking.

Again, I am respectfully requesting you deny the appeal for the CUP of additional parking at 3184-J Airway Avenue. Thank you for your time and consideration.

Sincerely,



Anne McCray Pauley
McCray Properties, LLC

MEJIA, JESSICA

From: Craig Ryan <craig@pacificom.com>
Sent: Friday, March 11, 2016 3:22 PM
To: CITY CLERK
Subject: ZA-15-38 3184-J Airway Avenue - Conditional Use Permit
Attachments: 3184-J CUP.doc

Ms. Willa Bouwens-Killeen, AICP
Zoning Administrator, City of Costa Mesa
77 Fair Drive, Post Office Box 1200
Costa Mesa, California 92628-1200

Re: ZA-15-38 3184-J Airway Avenue - Conditional Use Permit

Dear Ms. Bouwens-Killeen:

I own two buildings on Airway Avenue. I am opposed to the City of Costa Mesa issuing the requested Conditional Use Permit.

Please see my letter attached.

Thank you,

Craig Ryan
President



3189-A Airway Avenue
Costa Mesa, CA 92626
714.751.9400
craig@pacificom.com

www.pacificom.com



Connecting business with information since 1978



October 13, 2015

Ms. Willa Bouwens-Killeen, AICP
Zoning Administrator, City of Costa Mesa
77 Fair Drive, Post Office Box 1200
Costa Mesa, California 92628-1200

Re: ZA-15-38 3184-J Airway Avenue - Conditional Use Permit

Dear Ms. Bouwens-Killeen: Ms. Willa Bouwens-Killeen, AICP

I own two buildings on Airway Avenue. I am opposed to the City of Costa Mesa issuing the requested Conditional Use Permit to His Highness Prince Aga Khan Shia Imami Ismaili Council for the Western United States for their proposed use of 3184-J Airway Avenue. Although there are other religious operations in our business park, they all operate (with the exception of one) completely outside normal business hours and do not significantly impact their neighboring businesses. The one exception is the Islamic Education Center located at 3194-B Airport Loop Drive with which we have had major issues with traffic and parking during business hours.

In their applicant's letter they state "It is important to note that our proposed use, which includes religious, educational, and cultural assembly, is substantially compatible with uses permitted in the general area. Our proposed use would not be materially detrimental to other properties in the same area." I disagree.

They also state "We have approximately 140-210 members..." and "Once a month, we host an evening for special services with attendance at approximately 200 people" and "In reference to parking, there are 154 parking spaces in the direct vicinity of the ten 3184 Airway Buildings... we believe that our use will not adversely affect any of neighbors". I strongly disagree. This parking is for ten buildings, not just one.

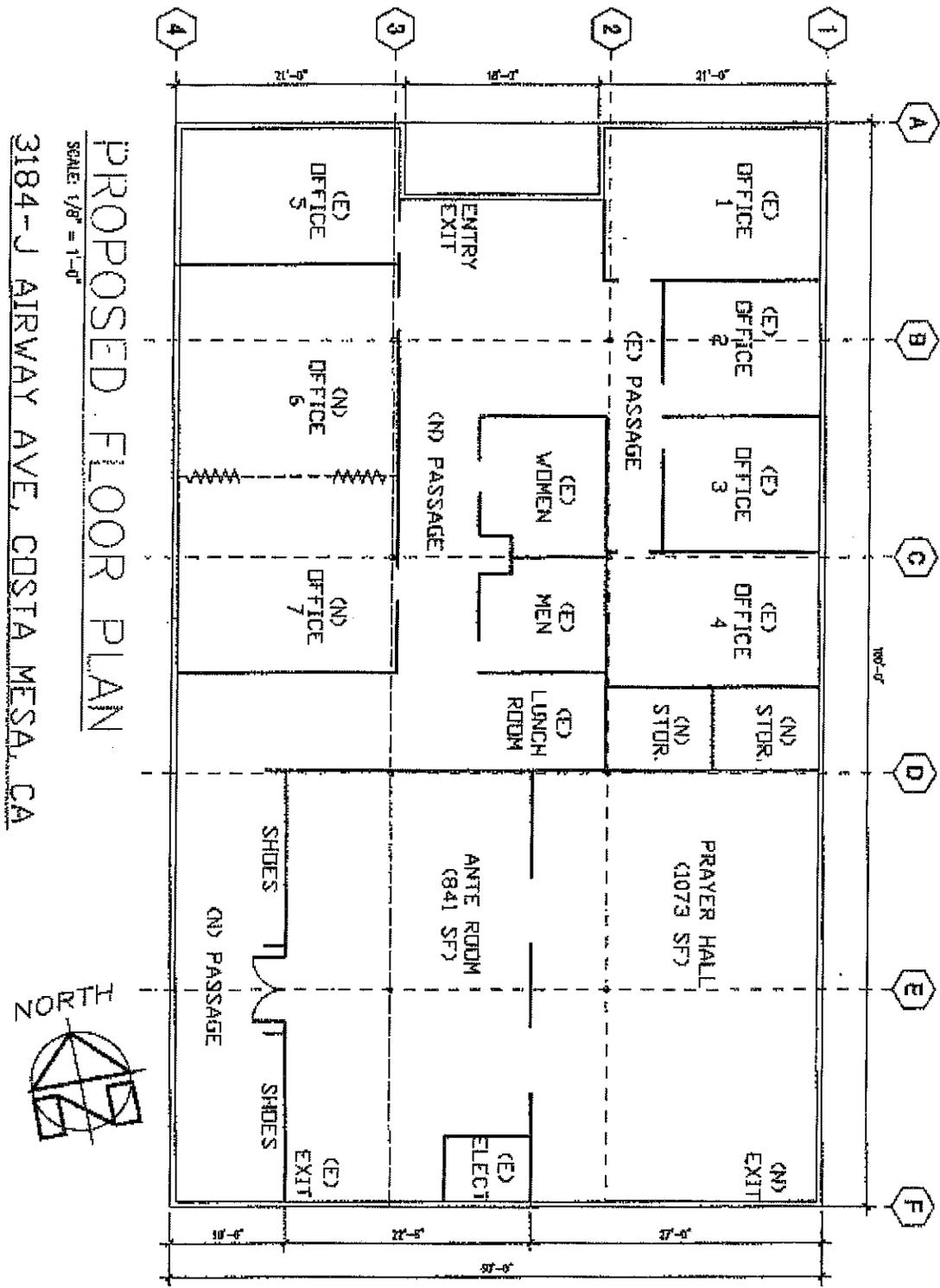
Also, in reviewing the proposed floor plan it is clear that the partitions between the "Prayer Hall" and "Ante Room" could be easily removed (if ever constructed in the first place) doubling the assembly area to almost 2,000 sq. ft. Combined with their statements of 200+ members and assemblies of at least 200 members, I believe they would have a significant negative impact their neighboring businesses and our business park in general.

This is a Business Park. We already have parking and traffic problems. I strongly urge the City of Costa Mesa Planning Department to deny this request for a Conditional Use Permit.

Respectfully,



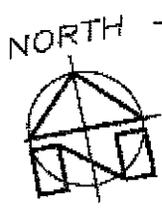
Craig M. Ryan
President



PROPOSED FLOOR PLAN

SCALE: 1/8" = 1'-0"

3184-J AIRWAY AVE, COSTA MESA, CA





March 14, 2016

Costa Mesa City Council

RE: CUP Application for 3184-J Airway Avenue, Costa Mesa

Dear Costa Mesa City Council Members:

I own and occupy 3199-E Airport Loop Drive and have for the past 3 years. During this time, I have watched the influx and growth of religious organizations within the Koll Irvine Development and surrounding areas. The latest request for a minor CUP at 3184-J caught my attention as I work in my office on many weekends, including Sundays. On Sunday February 7, 2106, while driving into my office a little before noon, I took the pictures I attached to this letter.

I was surprised how many parking spaces were occupied by the members and visitors of the Berean Community Church. The parking areas surrounding the 3184 block of buildings A-L were completely full. In addition, many cars were parked on the street (both sides) in front of 3184-A Airway (Berean Community Church). Further, the lots across the street were heavily parked with church goers (surrounding 3183-A-G). I did not count the cars but would estimate approximately 200 plus cars parked all around the property, with no spaces available anywhere in the 3184 block.

I visited the area surrounding 3184 Airway Avenue again on Sunday, February 21 and on Sunday, March 6 - and both times I counted cars. On February 21, I counted 220 cars surrounding 3184-A Airway Avenue (Berean Community Church); on March 6, I counted 233 cars. Virtually all parking spaces surrounding all ten (10) 3184 Airway Avenue buildings were occupied. In addition, another 30 cars were parking on both sides of Airway, with another 70-75 cars parked in the spaces surrounding the 3183 block of buildings across Airway Avenue.

A few observations from being a neighbor:

- 1) It seems that each organization, on its CUP application, underestimates its usage. The reason for this is understandable – they are seeking approval and wish to “paint” the least offensive picture of reality.
- 2) It also seems that the hours of usage are underestimated as well. Same reason as above – paint a “pretty” but not realistic picture.
- 3) Over time, the reality is more and more people use the facilities in ever expanding hours of operations.
- 4) It is just a matter of time before major conflicts arise, first between the religious organizations and then between the religious organizations and the adjoining businesses.
- 5) Who from the City monitors the uses to determine how many parking spaces were approved versus how many more spaces are consistently being used? Who monitors the hours of operations?

Costa Mesa City Council
3/14/16

If the City of Costa Mesa approves another religious use in such close proximity to the Berean Community Church, each group will compete for the same non-existent parking spaces; the situation could become very contentious between quite disparate religious groups. Why would the applicant want to be next to another religious group which is certain to cause conflict? Why wouldn't they seek a conflict-free site? This application makes little sense.

I witness the Mosque (3194-B Airport Loop Drive) across the street from my building just inundate the parking along the street and parking lots many times a week (during normal business hours) creating unsafe conditions with many pedestrians dashing across Airport Loop Drive all along the block, while cars are racing up and down Airport Loop Drive. Who approved such a use during normal business hours? Has the City staff asked the neighbors of each of the religious organizations how they have been impacted by such uses?

Please confirm the denial of the 3184-J Airway CUP, and any subsequent CUP application that conflicts directly with current uses of any property in the City of Costa Mesa. Thank you.

Respectively Submitted,


Kim Josephson
Real Tech



**Front of 3183-B
Across the street from 3184-A
(Berean Community Church)**



**Front of 3183-A, B, & C
Across the street for 3184**



**Inside parking area looking southeast
Outside of 3183-G (across the street)**



**Street view looking south on Airway
from in front of 3193-A Airway (across the street)**



Looking east in front of 3184-A (Berean Community Church) toward Airport (no parking spaces available)



Looking south between 3184-J and 3184-G



**Rear of 3184-F looking north
(Airport is on the right)**



**Rear of 3184-G looking south
(Airport of the left)**



**Parking in front/side of 3184-J
(no empty spaces)**



**Parking Lot looking south in front of 3184-L
(along Airway)**



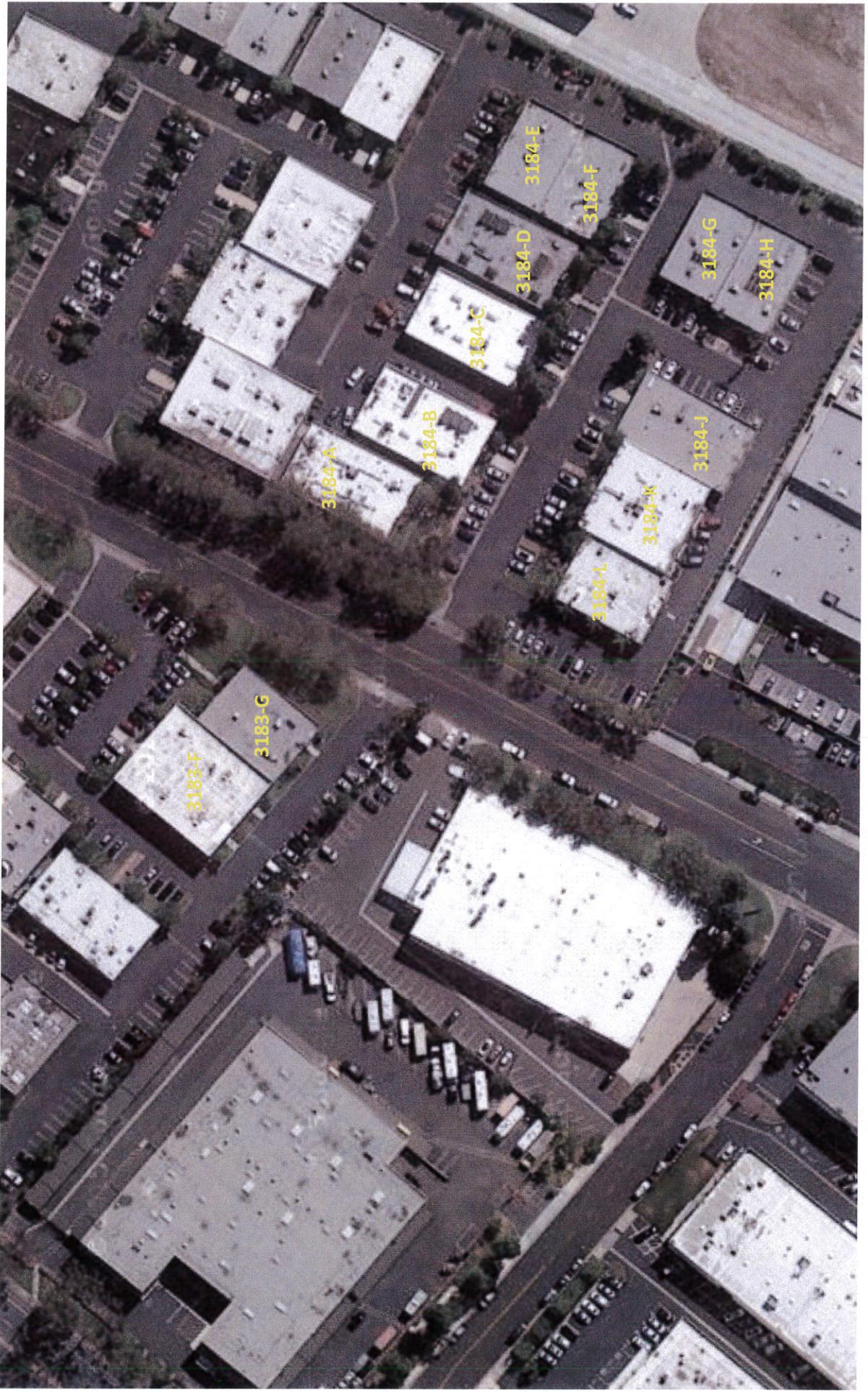
**Behind 3183-G looking west
(across the street from 3184-A
Berean Community Church)**



**Parking Lot across the street from 3184-A
(Berean Community Church)**



**Street in front of 3184-A
(Berean Community Church)**



GALILEO CAPRI, LLC

3184 Airway Ave Ste G
Costa Mesa, CA 92626

voice: 714-884-4990
fax: 949-682-4876

jlotz@galileocapri.com

ADDITIONAL DOCUMENTS - PH-2

March 14, 2016

Members of the City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Re: Opposition to Appeal of Denial of Application for Conditional Use Permit No. ZA-15-38

Dear Councilmembers:

This letter is written by and on behalf of the undersigned building owners and occupants of the 3184 Airway Avenue corridor (“Building Owners”) to express opposition to the appeal of the Planning Commission’s denial of the application for minor conditional use permit no. ZA-15-38 (“MCUP”), that has been submitted by Mr. Salim Rahemtulla (“Applicant”). The Building Owners respectfully request that the City Council uphold the Planning Commission’s decision in order to preserve the Building Owners’ property rights.

As you know, on February 8, 2016, the Planning Commission held a public hearing wherein several of the Building Owners spoke to oppose the approval of the MCUP. At that hearing, the Building Owners presented evidence to support their position that approval of the MCUP would significantly and adversely impact the current parking situation with respect to all building owners and occupants located within the 3184 Airway Avenue corridor. The Planning reversed the Zoning Administrator’s approval of the application, recognizing that having two conditional use permit parking exceptions within the same 3184 Airway Avenue corridor was impractical and would be over burdensome on the adjacent occupants. Subsequently, the Applicant appealed the decision and a hearing is scheduled for March 15, 2016.

The Building Owners reiterate their strong opposition to the MCUP. Approval of the MCUP will cause overcrowding of the 3184, 3168 and 3188 Airway Avenue block parking lot and will force the Building Owners and their visitors to utilize either street parking or adjacent lots that are at least 1000 feet from their building. The Building Owners are each entitled to a certain number of parking spaces within the lot, and approving the MCUP will deprive the Building Owners of their parking rights. Specifically, the following issues support the Building Owners’ request that the denial of the MCUP be upheld:

- While the Zoning Administrator’s review of the application noted a total of 435 spaces in the entire Airway Avenue block, in fact the 3184 Airway Avenue corridor

(i.e., the lot that will be specifically affected by the proposed MCUP) contains **only 84 spaces (Exhibit A)**. The Applicant proposes it will need a maximum of 150 spaces¹, a use that requires **more parking than is available** in the 3184 Airway Avenue corridor. Further, even if we used the total Airway parking of 435 spaces, approval of a *second* MCUP uses almost half of the entire Airway block parking. With this in mind, there is no feasible way to support the required parking spaces for the other 30 buildings that also exist within the entire Airway block. **Allowing the Applicant's desired parking use would not only deprive current owners and occupants in the immediate area of ANY parking, but it will also severely impact all other building owners and occupants parking.**

- A conditional use permit for 109 parking spaces already exists in the 3184 Airway Avenue corridor. The Berean Community Church, already has a conditional use permit for 109 parking spaces and operates the *same* days/times as the Applicant. Thus, approval of the MCUP would result in *two* conditional use permits within the same 3184 Airway Avenue corridor, causing a direct conflict with an already approved conditional use permit and completely saturating the parking. Consequently, if the application is approved, the Berean Community Church and the Applicant would be entitled to **over 200 spaces** during the same days/times, despite the fact that the parking lot only contains 84 parking spaces. Thus, if a Building Owner and/or occupant of a building within the 3184 Airway Avenue corridor wanted to use their premises during the suggested hours, it would be forced to utilize adjacent parking lots and street parking.² If we applied this rationale to the 435 total spaces, granting the MCUP to the Applicant would allow for nearly 50% of the total 435 spaces to be occupied.
- The Berean Community Church's conditional use permit for 109 parking spaces runs with the land. Regardless of whether the church is relocating, **the existing conditional use permit remains with the property giving a successor occupant the right to 109 parking spaces in the 3184 Airway Avenue corridor**. Therefore, the potential relocation of the church should not be taken into consideration at this time.
- The Applicant's proposed approach to "direct members to the 3186 entrance where more than 145 parking spaces are available" is unsound. Even if the 3186 occupants and building owners agree to such a use, this proposed solution is not forward thinking – what happens when new occupants and/or building owners come in and no longer agree to such an arrangement? This approach is not only poor public policy shifting the 3184 Airway Avenue corridor parking issue to its neighbor, but also does not contemplate a method of enforcement. Although the Applicant insists that its

¹ Subsequent to the Zoning Administrator's approval of a maximum of 150 spaces, the Applicant has stated that its parking use maximum is 80 parking spaces.

² While the Berean Community Church has expressed its intent to find a new location to the extent that the Berean Community Church does in fact relocate, the relocation process is expected to take anywhere from 1 to 2 years.

“trained uniformed parking volunteers” will monitor and enforce the parking, there is no actual authority to effectively police parking or implement any consequences for those that do not adhere to the designated parking.

- The 3184 Airway Avenue corridor was monitored on a Sunday between the hours of 10am and 2pm. During this time, the parking lot was 100% full, and the street parking was fully utilized³. Thus it would be unreasonable for the City to allow another conditional use permit when there is clearly insufficient parking available.
- It is patently unreasonable to assume that the Building Owners, their tenants, and/or their visitors will not be accessing the premises during specified hours or that they will not be impacted by being forced to park in adjacent lots or on streets. Decades ago standard business hours were from 8am to 5pm. However, the world doesn't work this way anymore. Business hours no longer compartmentalize into neat and tidy time frames and have emerged into 24 hour a day/7 days a week business models. Thus, there exists no “offset” hours to justify the approval of the Applicant's MCUP.
- The parking study submitted with the Applicant's MCUP request is clearly wrong. As Commissioner McCarthy astutely recognized when supporting the denial of the application, the parking reports accompanying the conditional use permit applications “always says [the parking] is roses, and then I get pictures from the businesses over there that it's not, and receive testimony that says otherwise...I tend to give more weight to that.” Evidently, parking studies contemplate the best-case scenario and do not take into consideration the actual situation and therefore are worthless to support the Applicant's desired parking use.
- The Building Owners are each entitled to approximately 4 parking spaces per 1,000 square feet of building (assuming the use current use of each is “office”). As discussed at the hearing, the parking study indicates that to fully utilize parking under the Applicant's use would require the Building Owners to park and walk 1,000 feet to their buildings. It would be absurd to position these parking spaces some 1,000 feet away from each building. Not only is this impractical, but it also violates the rights of the adjacent property owners who have a right to their parking spaces. It follows that granting the MCUP would cause an interference with the Building Owners' rights to the use of their buildings and other property owners' rights to parking and building use, in addition to being detrimental to the safety of the public for all those who have to walk a far distance to get to the buildings.
- Finally, not only have the Building Owners raised concerns with the MCUP, but the Koll Irvine Community Association (the “Association”), the organization that is

³ It should be noted that regardless of whether the Berean Community Church is in compliance with its conditional use permit or not, it has the right to 109 spaces. At this time there is no evidence to support the argument that the Berean Community Church is in violation of its permit. The full parking lot indicates that in addition to the Berean Community Church, other building owners and occupants utilize their premises' Monday through Sunday at various times. Thus, the full parking lot evidences that there is no room to allow for additional spaces to be allotted to a single building owner.

responsible for policing the common areas and parking, has also raised concerns. Upon the Applicant's initial application filing, the Association raised concerns demanding more studies and investigations. However, the Association's concerns are not limited to third party studies. The Association's CC&R's govern the common areas at Airway. Consequently, the Association will be responsible for policing the parking situation. Further, the Costa Mesa Police Department will also need to be involved. Currently, **the Airway Avenue block contains open parking and therefore, approval of the second conflicting MCUP without the support and involvement of the Association and/or Costa Mesa Police Department, leaves Building Owners with NO ability to enforce compliance.**

Based on the foregoing, the Building Owners request that the City Council uphold the decision of the Planning Commission and deny the MCUP.

Thank you for your time and consideration.

Sincerely,

Building Owners

Signature: 

Date: March 8, 2016

Name: John M. Lotz

Company: Galileo Capri

Title: Owner

Address: 3184 Airway Ave., Bldg. G&H

Signature: 

Date: March 8, 2016

Name: Michael A. Howard

Company: HBC

Title: President

Address: 3184 Airway Ave., Bldg. L

Signature: 

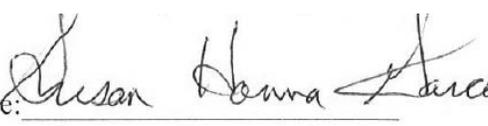
Date: March 8, 2016

Name: Mark Lim

Company: Berean Community Church

Title: Pastor

Address: 3184 Airway Ave., Bldg. A

Signature: 

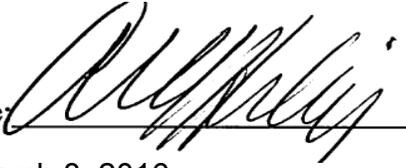
Date: March 9, 2016

Name: Susan Hanna Garcia

Company: SJH Airway LLC

Title: Owner

Address: 3184 Airway Ave., Bldg. K

Signature: 

Date: March 8, 2016

Name: Al Hensling

Company: UAMC

Title: President

Address: 3184 Airway Ave., Bldg. D

Signature: 

Date: March 10, 2016

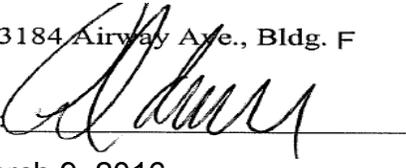
Name: Delia Delgado

Company:

Title: Owner

Address: 3184 Airway Ave., Bldg. B

Address: 3184 Airway Ave., Bldg. F

Signature: 

Date: March 9, 2016

Name: Ed Brown

Company: Heli-Mart, Inc

Title: Owner

Address: 3184 Airway Ave., Bldg. F

Signature: 

Date: March 11, 2016

Name: Annie McCray Pauley

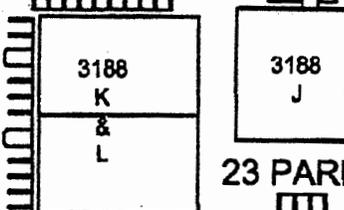
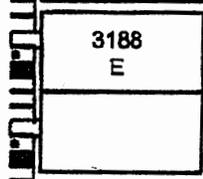
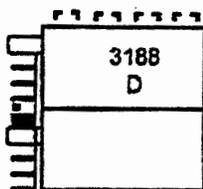
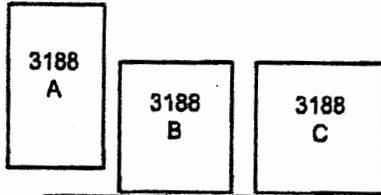
Company: McCray ALB4 Partnership

Title: General Partner

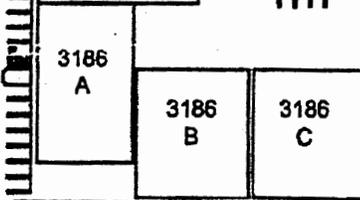
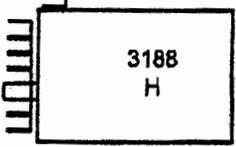
Address: 3184 Airway Ave., Bldg. C

EXHIBIT A

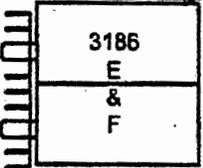
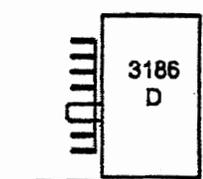
AIRWAY AVENUE



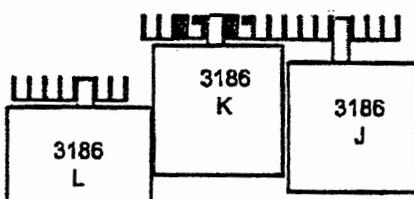
23 PARKING STALLS



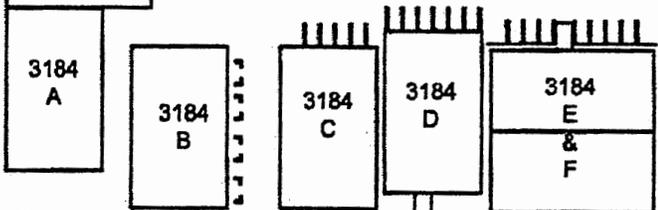
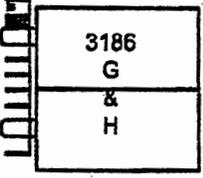
149 PARKING STALLS
+ 6 HANDICAPPED



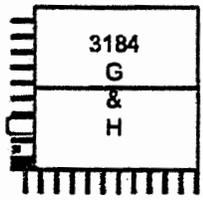
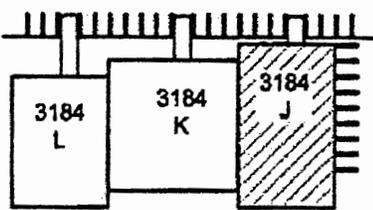
112 PARKING STALLS



21 PARKING STALLS



80 PARKING STALLS
+ 4 HANDICAPPED





March 8, 2016

Costa Mesa Planning Commission
77 Fair Drive
Costa Mesa, CA 92626

Re: Conditional Use request for 3184 J Airway Avenue, Costa Mesa, CA

To Whom It May Concern:

I am an owner of 3184 L and a tenant of 3184 K. I am writing to inform you that I strongly object to having a second religious organization sharing the several buildings comprising the 3184 campus.

To have two churches competing for limited parking spaces makes no sense. While the Request for Use may indicate that they will have excess parking needs only on Sundays and other special holidays, the City of Costa Mesa has already granted such Conditional Use to our neighbor directly across from our building entrances, the Berean Community Church. To issue a second Conditional Use will no doubt prove to be a burden to my company and our employees. HBC typically has from a half dozen to a dozen employees spending some hours at our office on Saturdays and Sundays. While we can work in cooperation with one organization, it would certainly be much more difficult with a second religious entity adjacent to us.

Additionally, if this second request is granted, who is going to monitor their abiding by the mandates of the permit? I am not confident that the city will monitor this. No, once this Conditional Use is granted, there is no turning back.

Please do not approve this use.

Thank you,

Mike Howard
Howard Building Corporation
CHM, LLC

SJH Airway LLC
3184 K Airway Avenue
Costa Mesa, CA 92626

March 8, 2016

Costa Mesa Planning Commission
77 Fair Drive
Costa Mesa, CA 92626

Re: Proposed Conditional Use request for 3184 J, Airway Avenue, Costa Mesa

To Whom It May Concern:

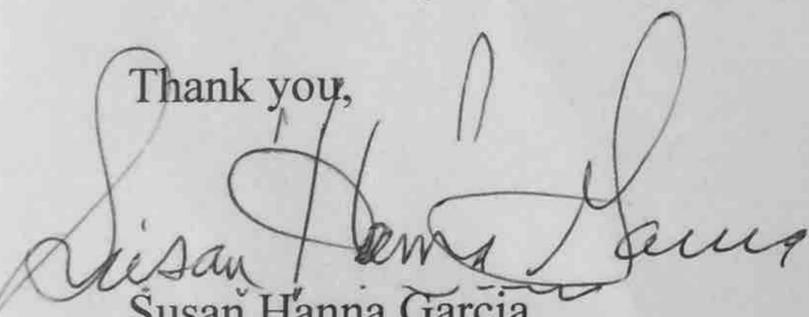
I am the owner of the property immediately adjacent to 3184 J and am very concerned about the impact another religious entity will have on not only my long term tenant, Howard Building Corporation, but also on the fair market value of my property if two religious entities are allowed within the same business campus complex.

You may not be aware that the Berean Community Church owns the property at 3184 A and also leases a portion of 3184 B, both directly across from my parcel. It is my firm belief that one religious group is all that should be allowed at the 3184 location. With two in residence, these groups would be competing for parking spaces leaving it that much more difficult for the remaining businesses to locate convenient parking.

Further, I do not believe that I received proper notification of this pending entitlement request.

Please seriously consider denying this request.

Thank you,



Susan Hanna Garcia
SJH Airway LLC

RECEIVED
CITY CLERK

16 MAR 15 AM 8:56

CITY OF COSTA MESA
BY _____



March 8, 2016

Costa Mesa Planning Commission

RE: CUP Application for 3184-J Airway Avenue, Costa Mesa

Dear Costa Mesa City Council Members,

As the Owner of 3184D Airway Ave for the past 3 years I have had concerns related to the number of Religious Organizations occupying the properties surrounding my office. The recent request for a minor CUP at 3184-J Airway Ave is alarming as the Berean Community Church that shares the parking adjacent to my property has on a number of occasion's created a significant impact on the ability to provide parking for my clients as well as blocking access to my own building by parking in front of my roll up doors.

It is not uncommon to visit the property to find that there are no parking spaces available within the entire development to park. It appears that the existing Church did not accurately reflect the parking utilization anticipated when their CUP was granted. The addition of an additional Church in my opinion would negatively impact an already tenuous situation.

When choosing to locate to Airway Ave it was with the belief that I would have the ability to utilize my property and have sufficient parking for my client's needs. I encourage you to deny the request for a CUP of the 3184 J Airway Ave to allow all of the Property Owners the opportunity to utilize their properties as originally intended.

Sincerely,

A handwritten signature in black ink, appearing to read "Al Hensling", written over a light blue horizontal line.

Al Hensling
United American Mortgage Corp

3184 D Airway Ave Costa Mesa, CA 92626 800-708-5626

NB – 2

**ANIMAL SHELTER
SERVICES**

ADDITIONAL DOCUMENTS

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
ORANGE COUNTY HUMANE SOCIETY**

THIS AGREEMENT is made and entered into this 21st day of January, 2015 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ORANGE COUNTY HUMANE SOCIETY, a California nonprofit corporation ("Consultant").

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is

satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit B. Consultant's total compensation shall not exceed Two Hundred Thirty-One Thousand Eight Hundred Seventeen Dollars and Fifty Cents (\$231,817.50) for the term of this Agreement. This total reflects a compensation amount of \$75,000 for the first year of services and a three percent (3%) increase for each subsequent year of services within the term of this Agreement, as follows: Year 1 - \$75,000; Year 2 - \$77,250; Year 3: 79,567.50.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services,

approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending January 21, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

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

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

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities

performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Orange County Humane Society
21632 Newland St.
Huntington Beach, CA 92646
Tel: (714) 536-8480
Fax: (714) 536-4541
Attn: Samir Botros, DVM

IF TO CITY:

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

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

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

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

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

hereunder for the term of this Agreement.

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

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

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

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

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

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

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

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

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and 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. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

negotiations.

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

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

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

CITY OF COSTA MESA,
A municipal corporation

Mayor

Date: _____

CONSULTANT

Samir S. Botros
Signature

Date: 12/23/14

Dr. Samir S. Botros
Name and Title

95-222-5005
Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

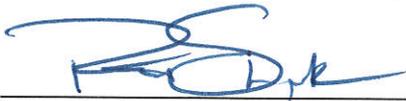
APPROVED AS TO CONTENT:



Project Manager

Date: 12 / 23 / 2014

DEPARTMENTAL APPROVAL



Name:
Title: CAPTAIN / ACOB

Date: 12/23/14

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL 15-005

FOR

ANIMAL SHELTER SERVICES



Police Department

CITY OF COSTA MESA

Released on October 2, 2014

ANIMAL SHELTER SERVICES
REQUEST FOR PROPOSAL (RFP) 15-005

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting proposals from a qualified public entity or private firm, to establish a contract for animal shelter services. The term is expected to be for three (3) years with two (2) one-year options to renew. Longer initial and extended terms will be considered depending upon the Proposer’s submission regarding use of City facilities and equipment.

1. BACKGROUND

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$109 million and a total of over \$140 million in fiscal year 2014-2015.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 110,757 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza, secures its place as the highest volume regional shopping center in the nation.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	October 2, 2014
Deadline for Written Questions	October 13, 2014
Responses to Questions Posted on Web	October 20, 2014
Proposals are Due	October 24, 2014
Approval of Contract	November 18, 2014

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

3. SCOPE OF WORK

A. Project Purpose

The City of Costa Mesa is seeking proposals from qualified organizations for furnishing animal sheltering services to the City of Costa Mesa. The initial term of this agreement is intended to be for three (3) years with two one-year options for renewal. The successful Contractor shall provide shelter facilities for all animals that are impounded or quarantined by Costa Mesa Animal Control Officers for animals subject to the City's jurisdiction. These facilities shall be operated and maintained on a 24-hour per-day basis, in a neat, clean and sanitary condition, in compliance with all applicable governmental statutes, ordinances, rules and regulations and in conformity with established standards for humane animal care.

B. Background

The Costa Mesa Animal Control staff includes two authorized full-time Animal Control Officers. The Animal Control Detail is supervised by a Police Department Sergeant as part of a collateral assignment.

Based on the statistics for Activities Annual Report, 2013, the Costa Mesa Animal Control Detail impounds the following average number of animals per month:

Based on Year 2013	Number of Animals per mo.
Dogs	38
Cats	37
*Other	7

* (includes exotics, wildlife, rabbits & birds)

Of these, approximately 20 are redeemed by owners and another 24 are adopted.

The total average daily number of animal impounds is 5 (various species).

C. Scope of Services

The objective of this RFP is to find the best provider available that can offer animal shelter services for the City of Costa Mesa. The following is a list of requirements for the Contract in providing the City of Costa Mesa shelter service needs:

1. Acceptance of Animals. The provider shall accept animals on behalf of the City of Costa Mesa that are brought in by Costa Mesa Animal Control Officers. This includes live strays, deceased animals for disposal, and owner-releases for adoption or euthanasia.
2. Drop-Off Procedures. The Contractor shall provide a procedure whereby animals may be delivered to the shelter. The procedure shall provide Animal Control Officers with flexibility in drop off times for animals. Numerous drop-offs per day shall be permitted.
3. Facility Requirements. The shelter shall have an adequate number of dog kennels and cat cages, isolation facilities for quarantined animals and access to large animal housing. The animal shelter shall be maintained in a clean and sanitary condition. The kennel shall comply with the standards set forth in the Humane Society's Uniform Standards Guidelines (HSUS) for the operation of the animal shelter. The Costa Mesa Animal Control staff reserve the right to enter and inspect the

premises during regular business hours for the purpose of inspecting the facilities for the conditions mentioned above.

4. Special Handling. The Contractor must ensure that animals with Police holds, quarantines or pets held in protective custody would be in an isolated area not permitting the public to have access or visits. If an animal is in protective custody, Costa Mesa Animal Control would have permission to extend a pet's stay if necessary until a case is resolved, e.g. pending cruelty, court case, etc. These animals would not be removed from the isolated area without approval from Costa Mesa Animal Control.
5. Other Animals. The provider must ensure that the shelter would accept all animals including exotics, birds and livestock.
6. Adoption. The Contractor shall be responsible for making every reasonable effort to prepare and present animals for adoption by the public and to facilitate the same. The contractor shall, prior to euthanasia, release the animal to an animal rescue or adoption organization if requested by the organization or rescue. Costa Mesa Animal Control Officers reserve right to deem vicious animals unsuitable for adoption (i.e. Animal with history of vicious behavior).
7. Disposal of Unclaimed Animals. The Contractor shall provide for the humane disposal of unclaimed animals after holding them for no fewer than 7 days, unless sickness or injury requires earlier disposal. Under no circumstances shall unadopted animals be sold for purposes of medical research or other activities, which may harm them without the consent and approval from Costa Mesa Animal Control. The Contractor shall be responsible for maintaining animals beyond the minimum 7 days as may be required for the completion of any judicial process or to the extent required by law. Contractor must make all reasonable attempts to reunite animal with owner before euthanasia or adoption, to include accessing current licensing records, using contact information on owner provided tags worn by the animal and scanning all animals to detect implanted computer chips.
8. Euthanasia. Arrange and/or provide for the humane euthanization and disposal of unwanted animals. This shall be accomplished in a manner approved by Federal or State regulations, which shall not subject such animals to any unnecessary pain.
9. Collection of Fees. The Contractor shall be responsible for collecting all fees (Examples: license fees, spay/neuter fines, subsequent impound fees, etc.) due to the City, issuing receipts for payment and remitting monies due to the City directly to Animal Control staff prior to releasing the animals. The collected fees shall be remitted to the City within 10 working days following the end of the prior month.
10. Care. The best possible care and treatment shall be given to all animals held in custody. Adequate housing and food shall be provided and the shelter shall not be overpopulated. The provider should have veterinary services available during normal business hours. Owners would remain responsible for all routine/emergency veterinary care costs.
11. Records. The Contractor shall keep comprehensive records and submit regular monthly reports to Costa Mesa Animal Control. The Contractor shall be required to develop its own record-keeping procedure and maintain records of all animals it handles in the performance of the contract. The reports shall at the minimum include the number of impounds, disposition of animals, and fees collected that are payable to the City.

12. Emergency Veterinary Care. The City may choose to have the Contractor perform emergency veterinary care on a case by case basis. This type of service should be performed on a flat fee basis as deemed necessary by Costa Mesa Animal Control staff. Please provide a flat fee basis for this service in your proposal for consideration.

**The following is a more comprehensive list of the desired information in monthly report.
Please indicate in your proposal what information you will provide in the report if awarded the contract.

- Description of the animal, including its breed, color, size, sex, disposition
 - Who brought in the animal, date animal was brought in, where and how the animal was obtained
 - The animal's owner
 - Duration of stay
 - When the animal was redeemed, who redeemed the animal
 - When the animal was adopted, who adopted the animal and when
 - Name and address of new owner
 - When the animal was euthanized
 - Disposition of all complaints regarding animals
 - All dangerous or potentially dangerous animals and dog-bite incidents
 - All criminal citations issued and their final disposition
 - Fees collected
 - Records of licenses sold with names and addresses
13. Supply Controlled Substance. The Contractor needs to be licensed to dispense and supply the Animal Control Officers employed by the City of Costa Mesa with the controlled substances necessary for performance of field captures and euthanasia.

The following is a current list of controlled substances and the estimated amounts needed:

Telozol (class III drug, 100 mg/ml concentrate, used primarily in dog capture)
Current usage 2 bottles per Animal Control Officer per month

Ketamine (class III drug, 100 mg/ml for cats and subhuman primates, also used
in dog capture) Current usage 2 bottles per Animal Control Officer per year

Sodium Pentobarbital (class II drug, 250 ml bottle, for euthanasia only)
1-250 ml bottle per Animal Control Officer per year

4. PROPOSAL FORMAT GUIDELINES

Interested entities or contractors are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman"

explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer's response:

- **Vendor Application Form and Cover Letter**

Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.

- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.¹ Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

¹ Hourly rates for the proposed personnel shall be set forth on Appendix D.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix D to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. *Any past or current business relationship may not disqualify the firm from consideration.*

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Appendix B, **but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions

(4) Disqualifications Questionnaire

(5) Animal Shelter Services Supplemental Questionnaire

5. **PROCESS FOR SUBMITTING PROPOSALS**

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit one original, Five (5) hard copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on October 24, 2014 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Costa Mesa

City Hall

Office of the City Clerk

77 Fair Drive

Costa Mesa, CA 92628-1200

RE: ANIMAL SHELTER SERVICES

RFP 15-005

- **Inquiries**

Questions about this RFP must be directed in writing, via e-mail to:

Rick Amadril, Interim Buyer

Richard.amadril@costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than October 13, 2014. The City reserves the right not to answer all questions.

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

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

6. **EVALUATION CRITERIA**

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

1. **Qualifications of Entity and Key Personnel-----25%**

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. **Approach to Providing the Requested Scope of Services-----10%**

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal-----50%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. Condition of service facilities. ----15%

7. **EVALUATION OF PROPOSALS AND SELECTION PROCESS**

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

A. **Responsiveness Screening**

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

B. **Initial Proposal Review**

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

C. **Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, maybe held and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628. You will be notified of the date if an interview is to take place and/or a pre-award facilities inspection. The individual(s) from Proposer's firm or

entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

8. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

9. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

10. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

11. CONFLICT OF INTEREST

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

12. DISCLOSURE OF GOVERNMENTAL POSITION

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

13. CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

14. DISQUALIFICATION QUESTIONNAIRE

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

disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

15. STANDARD TERMS AND CONDITIONS

Amendments

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

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Insurance Requirements

City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

APPENDIX A



REQUEST FOR PROPOSAL
ANIMAL SHELTER SERVICES
VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL SOLE PROPRIETORSHIP

PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

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

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

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

City of Costa Mesa Business License Expiration Date: _____

APPENDIX B

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

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

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

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

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

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

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

5.0. INSURANCE

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

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

single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant

may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

 Tel: _____
 Fax: _____
 Attn: _____

IF TO CITY:

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

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

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

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

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

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

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers,

agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

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

by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and 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. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

interpretation of this Agreement.

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

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

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

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

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

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

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

CITY OF COSTA MESA,
A municipal corporation

[Mayor or Chief Executive Officer]

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS

**EXHIBIT B
CONSULTANT'S PROPOSAL**



Proposal for Animal Control Services
City of Costa Mesa

Orange County Humane Society has been providing Animal Control service since 1989. Our facility has provided care and shelter for each animal that has come in stray, unwanted or seized. Every animal brought in through animal control or has been dropped off from a residence has been accepted by our facility.

We take care of them medically and provide them with shelter until adopted. Each of the animals are provided for until adopted unless vicious, terminally ill or deemed unadoptable.

Our facility has a veterinarian available 7 days a week. Our computer program enables our staff to provide up to date information about each of the animals brought in and provide monthly reports on each animal.

We provide medications and sedatives for your Animal Control officers as needed.

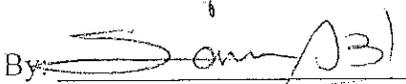
Fee Proposal

Detailed Description	Cost	Annual Cost
Animal shelter services for 800 animals per year		
Additional animals over 800 per year*	\$20.00/ additional pet	
Extension of 5 day holding period	\$9.00/dog \$7.00/cat each additional day	

- Maximum of \$75000.00 per year.
- Cost of controlled substances provided to your department is NOT included in this Fee proposal.

The proposal is for a contract term of Three year, commencing November 1, 2014, and terminating October 30, 2017 with one option year renewals. Each option year renewal will be at a price increase of 3.5% per one year extension.

Please let me know what you think.
714-642-5722 (C)

By:  (signature)
Samir Botros, DVM

BY: -----
Chief :

EXHIBIT C
FEE SCHEDULE

EXHIBIT D
PROJECT SCHEDULE

EXHIBIT E
CERTIFICATES OF INSURANCE

From: Veterinary Insurance Services 9169212266

01/06/2015 15:38

#211 P.002/004



CERTIFICATE OF LIABILITY INSURANCE

AAAAAN-1

UP ID: AU

DATE (MM/DD/YYYY)
01/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Veterinary Ins. Services Co. CA License #0FB4180 1400 River Park Drive, #180 Sacramento, CA 95815 Arthur J. Cruz, CIC -VP		CONTACT NAME: Arthur J. Cruz, CIC -VP PHONE (AG No., Ext): 888-762-3143 FAX (AIC, Ext): 916-921-2266 E-MAIL ADDRESS: acruz@visc-ins.com	
INSURED Orange County Humane Society AAA Animal Clinic 21632 Newland St., Huntington Beach, CA 92646		INSURER(S) AFFORDING COVERAGE INSURER A: Fireman's Fund Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LYS	TYPE OF INSURANCE	ADDITIONAL INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	AZC80897082	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eq occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Eq accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> RCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AZC80897082	07/01/2014	07/01/2015	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WZP81020646	07/01/2014	07/01/2015	EL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000 Occurrence 1,000,000 Aggregate 2,000,000
A	Professional Liab		AZC80897082	07/01/2014	07/01/2015	Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The certificate holder is named as additional insured
 30 Days Notice of Cancellation
 10-Day NOC for non-payment

CERTIFICATE HOLDER CITYCOS The City of Costa Mesa & its elected & appointed boards, officers, agents & employees 77 Fair Drive Costa Mesa, CA 92626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Arthur J. Cruz, CIC -VP
--	---

EXHIBIT F
CITY COUNCIL POLICY 100-5

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;

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;

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.

APPENDIX C

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 the CONTRACTOR Services RFP at any time after October 2, 2014

OR

I certify that Proposer or Proposer's representatives have communicated after October 2, 2014 with a City Councilmember concerning the Animal Shelter Services RFP. A copy of all such communications is attached to this form for public distribution.

APPENDIX D

PRICING PROPOSAL FORM

ANIMAL SHELTER SERVICES

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services desired. Proposals shall provide a cost breakdown of the monthly and annual operating costs projected over the next year. Include any other cost and price information that would be contained in a potential agreement with the City. Amounts paid to the successful Contractor shall be based on a full twelve months of operation; however payments will be on a monthly basis. Payments made on operation of less than one month shall be pro-rated accordingly.

Please provide detailed cost information of animal shelter services on a monthly basis, include all costs associated for the scope of work provided and for required controlled substances for use by Animal Control Officers.

Detailed Description	Monthly	Annual Cost
Animal Shelter Services:		
Special Notes:	Not to Exceed Total	

(Please attach an additional sheet if needed to provide detailed summary of all itemized costs and services that will be provided by the Contractor as a result of this service contract. Please provide a flat fee cost for Emergency Veterinary Care for consideration. This fee should not be included in the cost of the one-year contract.)

Not to Exceed Total for One-Year Contract: \$ _____

Not To Exceed Total for One-Year Contract Amount Written in Words:

Amount Written in Words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, unit price will govern.

Please check your calculations before submitting your Proposal; the City of Costa Mesa will not be responsible for Contractor miscalculations.

APPENDIX E

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No _____

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

APPENDIX F

DISCLOSURE OF GOVERNMENT POSITIONS

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

APPENDIX G

Animal Shelter Services Supplemental Questionnaire

1. What is your current euthanasia rate?

2. What is the distance of your facility from the Costa Mesa Police Department?

3. Please describe your company's philosophy on adoption and euthanasia.

4. Will you be able to issue animal licenses on behalf of the City? If yes, please indicate how this service

will be facilitated and processing fee if any.

5. The City is requesting at least two drop off times per day. Please provide additional information on what your expectations of drop-offs are.

6. Will you accept owner relinquished animals? If so, explain the process.

7. Do you offer on-site veterinary services? If so, explain.

8. Are you licensed to dispense and supply the controlled substances (Telozol, Ketamine, and Sodium Pentobarbital) required by the Animal Control Officers for field captures and euthanasia per the usage shown on page 5? When will the controlled substances be available after a request is made?

9. What other services can you provide that can benefit the City of Costa Mesa, the community and Animal Control?

10. Can you provide the community with Public Education with regards to Pet Health and Safety?

11. Can you hold Public Adoption events?

**EXHIBIT B
CONSULTANT'S PROPOSAL**

EXHIBIT C
CERTIFICATES OF INSURANCE

From: Veterinary Insurance Services 9189212266

01/06/2015 15:38 #211 P.002/004



CERTIFICATE OF LIABILITY INSURANCE

AAAAA-1 OP ID: AU

DATE (MM/DD/YYYY)
01/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Veterinary Ins. Services Co. CA License #0F84180 1400 River Park Drive, #180 Sacramento, CA 95815 Arthur J. Cruz, CIC -VP	CONTACT NAME: Arthur J. Cruz, CIC -VP PHONE (A/C No., Ext): 888-762-3143 FAX (A/C No.): 916-921-2266 E-MAIL ADDRESS: acruz@visc-ins.com
	INSURER(S) AFFORDING COVERAGE
INSURED Orange County Humane Society AAA Animal Clinic 21632 Newland St., Huntington Beach, CA 92646	INSURER A: Fireman's Fund Insurance Co.
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR.	TYPE OF INSURANCE	ADD'L INSR. INFO	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	AZC80897082	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eq occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 1,000,000 Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Eq accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AZC80897082	07/01/2014	07/01/2015	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WZP81020646	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Occurrence 1,000,000 Aggregate 2,000,000
A	Professional Liab		AZC80897082	07/01/2014	07/01/2015	Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The certificate holder is named as additional insured
 30 Days Notice of Cancellation
 10-Day NOC for non-payment

CERTIFICATE HOLDER CITYCOS The City of Costa Mesa & its elected & appointed boards, officers, agents & employees 77 Fair Drive Costa Mesa, CA 92626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Arthur J. Cruz, CIC -VP
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EXHIBIT D
CITY COUNCIL POLICY 100-5

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;

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;

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.

NB – 3

**INITIATIVE PETITION
QUALIFYING FOR BALLOT;
CONSIDERATION OF
ADOPTING NEW
ORDINANCE, OR
ORDERING REPORT**

ADDITIONAL DOCUMENTS



March 11, 2016

City of Costa Mesa
Attn: Brenda Green, City Clerk (bgreen@costamesa.ca.gov)
77 Fair Drive
Costa Mesa, CA 92627

Re: Request to Study Impacts of No Growth Initiative

Dear Honorable Mayor and City Council:

As you are no doubt aware, before you tonight is a very important decision - that is whether to (a) adopt the No Growth Initiative circulated by Costa Mesa First; (b) set it for election; or (c) call for a study of its impacts on the City.

The Costa Mesa Chamber of Commerce strongly encourages the City Council to take the time to thoroughly study the measure's impacts pursuant to Elections Code 9212 before taking any action in support of or against the Initiative. In particular, this Initiative, if adopted could have tremendous effects on the City's ability to attract and retain business and employment, as well as other negative impacts on traffic, parks, open space, city finances, public safety, and city services. Taking 30 days to study these potential impacts, as well as other matters that could have a tremendous affect on the health and welfare of our community, could only assist the City Council, as well as the public, in making a well-informed decision in whether to support or oppose the measure.

The Costa Mesa Chamber of Commerce has a long history working with residents and businesses to make our City the thriving community we cherish. We seek to continue that tradition by encouraging you, our elected leaders, to well informed decisions that are supported by an ample factual basis.

Sincerely,



Kyle Woosley
President/CEO
Costa Mesa Chamber of Commerce

1700 Adams Avenue, Suite 101, Costa Mesa, CA 92626 - 714/885-9090 phone -
714/885-9094 fax www.costamesachamber.com

ADDITIONAL DOCUMENTS - NB-3

March 11, 2016

City of Costa Mesa
Attn: Brenda Green, City Clerk (bgreen@costamesa.ca.gov)
77 Fair Drive
Costa Mesa, CA 92627

Re: Request to Study Impacts of No Growth Initiative

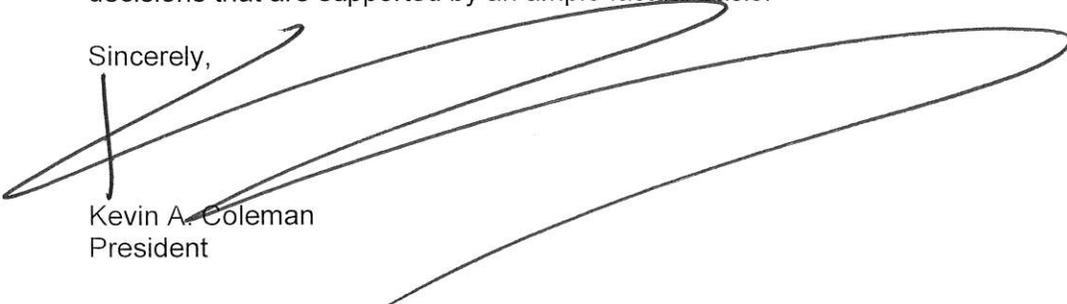
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The City of Costa Mesa has a long history of having a successful business and residential community. We hope you, our elected leaders, continue that tradition by making well informed decisions that are supported by an ample factual basis.

Sincerely,



Kevin A. Coleman
President



The Neighborhood Agency with Powerful Connections

2970 Harbor Blvd., Ste. 215, Costa Mesa, CA 92626
Tel: (714) 979-6543 Fax: (714) 549-2943

License #0811959

March 11, 2016

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77 Fair Drive
Costa Mesa, CA 92627

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Timothy F. Wigmore
President
Wigmore Insurance Agency, Inc.



- 200 & 201 E. Sandpointe
- 3 Hutton Centre
- 4 Hutton Centre
- 3 MacArthur Place
- 3400 Avenue of the Arts
- AIG Financial Network
- Arnel & Affiliates
- Avenue of the Arts Hotel
- Center Club
- Central Parking Systems
- Comerica Bank
- Costa Mesa Marriott
- Courtyard by Marriott SCM
- Courtyard by Marriott Santa Ana
- Crowne Plaza
- DoubleTree Hotel
- DoubleTree Club Hotel
- Equity Office
- Essex Skyline
- Experian
- Far West Management
- First American
- Garrett DeFrenza Stiepel Ryder
- Hilton Orange County
- Mesa Water District
- Metro Center at South Coast
- Metro Pointe at South Coast
- Metro Town Square
- National Bank of California
- National University
- Pacific Arts Plaza/Irvine Company
- Pacific Symphony
- Park Mesa Villas
- Pinnacle at MacArthur Place
- Premier Business Centers
- Prime Group
- PSOMAS
- Residence Inn by Marriott
- Rose Equities
- Rutan & Tucker
- Sakioka Company, LLC
- Securitas Security Services
- Segerstrom Center for the Arts
- C. J. Segerstrom & Sons
- Shock Media Group
- South Coast Corporate Center
- South Coast Plaza
- South Coast Repertory
- Californian Fountain Apt. Homes
- The Enclave
- The LAB/The CAMP
- The Marke at South Coast
- The Westin South Coast Plaza
- University of Phoenix
- Universal Protection
- Versailles on the Lake
- Waddell & Reed Financial Services
- Whittier Law School

RECEIVED
CITY CLERK

16 MAR 14 AM 10:41

CITY OF COSTA MESA
BY M Taylor

March 11, 2016

City of Costa Mesa
Attn: Brenda Green, City Clerk
77 Fair Drive
Costa Mesa, CA 92627

Re: Request to Study Impacts of No Growth Initiative

Dear Honorable Mayor and City Council:

March 15 you have an important decision to make regarding the No Growth Initiative circulated by Costa Mesa First.

The South Coast Metro Alliance strongly encourages the City Council to take the time to thoroughly study the measure's impacts before taking any action in support of or against the Initiative. In particular, this Initiative, if adopted could have tremendous effects on the City's ability to attract and retain business. Taking 30 days to study the potential impacts will provide you as well as the public with the facts to making a well informed decision to support or oppose the measure.

Sincerely,

Diane Pritchett
Executive Director

1631 W. Sunflower Avenue
Suite C-37
South Coast Metro, California
92704-7460
714.435.2109/714.435.8522 Fax
alliance@southcoastmetro.com

March 11, 2016

City of Costa Mesa
Attn: Brenda Green, City Clerk (bgreen@costamesa.ca.gov)
77 Fair Drive
Costa Mesa, CA 92627

Re: Request to Study Impacts of No Growth Initiative

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Ethan Temianka
Vice President
Mesa Water District

MEJIA, JESSICA

Subject: FW: Costa Mesa First Proposed Initiative

From: Nixon, Meredith@DDS [<mailto:Meredith.Nixon@dds.ca.gov>]

Sent: Monday, March 14, 2016 4:45 PM

To: GREEN, BRENDA <brenda.green@costamesaca.gov>; CITY COUNCIL <CITYCOUNCIL@ci.costamesa.ca.us>

Subject: Costa Mesa First Proposed Initiative

Dear Costa Mesa City Council Members and City Clerk Brenda Green,

I am an attorney with the California Department of Developmental Services. We received notice about the proposed initiative submitted by the Costa Mesa First Campaign and that the City Council would be accepting questions about the ordinance at the March 15th hearing. My department currently runs the Fairview Developmental Center in Costa Mesa and has plans to develop part of that land as affordable housing for people with developmental disabilities. We would like to submit the following questions to be included in the staff reports on the initiative.

1. What does the "As Built" condition mean in relation to projects like the proposed affordable housing development at Fairview Developmental Center? If we are changing the use of the property, but not significantly increasing the number of average daily trips, would we be classified as an As Built project?
2. There is a proposal to build affordable housing at the Fairview Developmental Center, which is scheduled to be closed in the coming years. How would this ordinance impact the building on or development of state owned land?
3. There is a statute in the government code, section 14670.36, which allows for the proposed development of the Shannon's Mountain project on the Fairview campus. Would this ordinance be preempted by that code section? If not, how would this ordinance affect that development?
4. Would the proposed development of the Shannon's Mountain project be exempt from the ordinance since it is an affordable housing project?

Thank you for your consideration of these questions and please let me know if you need more information from the Department.

Regards,
Meredith Nixon

Meredith L. Nixon

Senior Staff Attorney
California Dept. of Developmental Services
Office of Legal Affairs
1600 9th Street, Rm. 240 MS 2-14
Sacramento, CA 95814
Direct Line: (916) 654-3711
Fax: (916) 654-1716
Meredith.Nixon@dds.ca.gov

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