CITY OF NEWPORT BEACH
CITY COUNCIL AGENDA

FEBRUARY 10, 2026
COUNCIL CHAMBERS - 100 CIVIC CENTER DRIVE, NEWPORT BEACH, CA 92660

REGULAR CITY COUNCIL MEETING- 4:00 PM

LAUREN KLEIMAN, Mayor
NOAH BLOM, Mayor Pro Tem
MICHELLE BARTO, Councilmember
ROBYN GRANT, Councilmember
JOE STAPLETON, Councilmember
SARA J. WEBER, Councilmember
ERIK WEIGAND, Councilmember

SEIMONE JURJIS, City Manager
AARON C. HARP, City Attorney
LENA SHUMWAY, City Clerk

NOTICE REGARDING PRESENTATIONS REQUIRING USE OF CITY EQUIPMENT
Any presentation requiring the use of the City of Newport Beach's equipment must be submitted to the City Clerk 24 hours prior to the scheduled City Council meeting.

LEVINE ACT
Under the Levine Act, Section 84308 of the Government Code, a party to a proceeding before the City involving a contract (other than competitively bid, labor, or personal employment contracts), franchise, license, permit, or other entitlement for use, is required to disclose on the record of the proceeding any contribution in an amount of more than five hundred dollars ($500) made within the preceding 12 months by the party or the party's agent to any elected or appointed officer of the City. If you have made a qualifying contribution, please ensure to make this disclosure on the record.

PUBLIC HEARINGS
If in the future, you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues which you (or someone else) raised orally at the public hearing or in written correspondence received by the City at or before the hearing.

NOTICE TO THE PUBLIC
Any times listed in this agenda are provided as a courtesy and the actual item may be heard before or after the time given.
This agenda was prepared by the City Clerk. Copies of the staff reports and supporting materials are on file with the City Clerk and are available for public inspection and copying at the City Clerk's Office or online at newportbeachca.gov/agendas. For questions or to request copies of any staff reports or other documentation related to items on this agenda, please contact the City Clerk's Office at 949-644-3005.
The City of Newport Beach's goal is to fully comply with the Americans with Disabilities Act (ADA). If you require special assistance to participate in this meeting, we will attempt to accommodate you in every reasonable manner. Please contact City Clerk staff prior to the meeting at 949-644-3005 or cityclerk@newportbeachca.gov so that reasonable accommodations can be made.

I. ROLL CALL - 4:00 p.m.

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

The City Council of Newport Beach welcomes and encourages community participation. Public comments are invited on items listed on the agenda and non-agenda items. Speakers must limit comments to three minutes per person to allow everyone to speak. Written comments are encouraged as well. The City Council has the discretion to extend or shorten the time limit on agenda or non-agenda items.

CITY COUNCIL ANNOUNCEMENTS AND ORAL REPORTS FROM CITY COUNCIL ON COMMITTEE ACTIVITIES

PUBLIC COMMENTS ON CONSENT CALENDAR

This is the time in which Councilmembers may pull items from the CONSENT CALENDAR for discussion (ITEMS 1 - 11). Public comments are also invited on Consent Calendar items. Speakers must limit comments to three minutes. Before speaking, please state your name for the record. If any item is removed from the Consent Calendar by a Councilmember, members of the public are invited to speak on each item for up to three minutes per item.

All matters listed under CONSENT CALENDAR are considered to be routine and will all be enacted by one motion in the form listed below. Councilmembers have received detailed staff reports on each of the items recommending an action. There will be no separate discussion of these items prior to the time the City Council votes on the motion unless members of the City Council request specific items to be discussed and/or removed from the Consent Calendar for separate action.

II. CONSENT CALENDAR

READING OF MINUTES AND ORDINANCES

1. Reading of Ordinances

Waive reading in full of all ordinances under consideration and direct the City Clerk to read by title only.

2. Minutes for the January 27, 2026, City Council Meeting & January 31, 2026, Special City Council Meeting

Waive reading of subject minutes, approve as written, and order filed.

1-27-2026 Minutes

1-31-2026 Special Meeting Minutes

ORDINANCES FOR INTRODUCTION

3. Safety Enhancement Zones Expansion and Enforcement During Peak Activity Periods

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Adopt Resolution No. 2026-8, *A Resolution of the City Council of the City of Newport Beach, Designating a Geographical Area in West Newport and the Peninsula and a Portion of Corona del Mar as "Safety Enhancement Zones" During the Designated Spring Break Period Beginning on March 14th Through April 12th, which Designation is Necessary to Address Illegal Activity During these High-Risk Periods*; and

c) Introduce Ordinance No. 2026-2, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Sections 1.04.060 (Safety Enhancement Zone)of Chapter 1.04 (Code Enforcement)*, *Sections 5.95.045 (Conditions) and 5.95.065 (Suspensions and Revocations) of Chapter 5.95 (Short Term Lodging Permit), and Section 11.08.020 (Use of Shade Coverings) of Chapter 11.08 (Conduct on Beaches and Piers) of the Newport Beach Municipal Code to Address Illegal Activity During High-Risk Periods,* and pass to second reading on February 24, 2026.

Staff Report
Attachment A - Resolution No. 2026-8
Attachment B - Ordinance No. 2026-2

ORDINANCES FOR ADOPTION

4. **Ordinance No. 2026-1: Amending Chapter 12.62 (Temporary Street Closure) and Chapter 12.63 (Solid Waste Management) of the Newport Beach Municipal Code Related to Solid Waste Hauling**

   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

   b) Conduct a second reading and adopt Ordinance No. 2026-1, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Chapter 12.62 (Temporary Street Closure) and Chapter 12.63 (Solid Waste Management) of the Newport Beach Municipal Code Related to Solid Waste Hauling*.

   Staff Report
   Attachment A - Ordinance No. 2026-1

RESOLUTIONS FOR ADOPTION

5. **Resolution No. 2026-9: Waiving City Council Policy B-8 to Permit the Pacific Coast Triathlon on Sunday, September 13, 2026**

   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

   b) Adopt Resolution No. 2026-9, *A Resolution of the City Council of the City of Newport Beach, California, Waiving Council Policy B-8 to Permit the Pacific Coast Triathlon on Sunday, September 13, 2026.*

   Staff Report
   Attachment A – Letter from Pacific Coast Triathlon.pdf
   Attachment B - Resolution No. 2026-09
   Attachment C – Council Policy B-8.pdf

6. **Resolution No. 2026-10: Initiating General Plan, Local Coastal Program, and Newport Beach Municipal Code Amendments to Implement Recommendations from the Corona del Mar Commercial Corridor Study (PA2024-0002)**

   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15262 (Feasibility and Planning Studies) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3; and

   b) Adopt Resolution No. 2026-10, *A Resolution of the City Council of the City of Newport Beach, California, Initiating Amendments to the General Plan, Local Coastal Program, and Newport Beach Municipal Code to Implement the Recommended Actions from the Corona del Mar Commercial Corridor Study (PA2024-0002).*

   Staff Report
   Attachment A - Resolution No. 2025-10

7. **General Plan Update Steering Committee (GPUSC) Bi-Monthly Update to the City Council and Resolution No. 2026-11: Dissolving the GPUSC and GPAC**

   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

   b) Receive and file the report; and

   c) Adopt Resolution No. 2026-11, *A Resolution of the City Council of the City of Newport Beach, California, Dissolving the General Plan Update Steering Committee and the General Plan Advisory Committee*.

   Staff Report
   Attachment A - Chair Gardner's Memo
   Attachment B - Phase Three Outreach Summary
   Attachment C - Resolution No. 2026-11

8. **Resolution No. 2026-12: Establishing the Public Lands Trust Management Ad Hoc Committee to Review and Develop Recommendations Regarding the California State Lands Commission Report Regarding the City's Management of the Tidelands**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Adopt Resolution No. 2026-12, *A Resolution of the City Council of the City of Newport Beach, California, Establishing the Public Lands Trust Management Ad Hoc Committee to Review and Develop Recommendations Regarding the California State Lands Commission Report Regarding the City's Management of the Tidelands*; and

c) Appoint Mayor Pro Tem Noah Blom and Councilmember Joe Stapleton to serve on the Public Lands Trust Management Ad Hoc Committee.

Staff Report
Attachment A - Resolution No. 2026-12
Attachment B - State Lands Commission Report

CONTRACTS AND AGREEMENTS

9. **Approval of On-Call Professional Services Agreements for Geotechnical and Material Testing Services**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Approve On-Call Professional Services Agreements with Verdantas Inc., Geocon West, Inc., GMU Geotechnical, Inc. and Ninyo & Moore Geotechnical & Environmental Sciences Consultants for geotechnical and material testing services, with each agreement being for a term of three years and a total not-to-exceed amount of $500,000, and authorize the Mayor and City Clerk to execute the agreements.

Staff Report
Attachment A - PSA with Verdantas, Inc.
Attachment B - PSA with Geocon West, Inc.
Attachment C - PSA with GMU
Attachment D - PSA with Ninyo & Moore

10. Professional Services Agreements for On-Call Professional Planning Services and Staff Augmentation with Sagecrest Planning and Environmental, Kimley-Horn and Associates, Psomas, and Moore Iacofano Goltsman

a) Determine these actions are exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Approve and authorize the Mayor and City Clerk to execute a three-year On-Call Professional Services Agreement with Sagecrest Planning and Environmental for Professional Planning Services and Staff Augmentation with a not-to-exceed amount of $450,000, in a form substantially similar to the agreement attached to the staff report;

c) Approve and authorize the Mayor and City Clerk to execute a three-year On-Call Professional Services Agreement with Kimley-Horn and Associates, Inc., for Professional Planning Services and Staff Augmentation with a not-to-exceed amount of $300,000, in a form substantially similar to the agreement attached to the staff report;

d) Approve and authorize the Mayor and City Clerk to execute a three-year professional On-Call Professional Services Agreement with Psomas, for Professional Planning Services and Staff Augmentation with a not-to-exceed amount of $300,000, in a form substantially similar to the agreement attached to the staff report; and

e) Approve and authorize the Mayor and City Clerk to execute a three-year On-Call Professional Services Agreement with Moore Iacofono Goltsman, Inc., for Professional Planning Services and Staff Augmentation with a not-to-exceed amount of $300,000, in a form substantially similar to the agreement attached to the staff report.

Staff Report
Attachment A - PSA with Sagecrest
Attachment B - PSA with Kimley-Horn and Associates
Attachment C - PSA with Psomas
Attachment D - PSA with MIG

MISCELLANEOUS

11. Proposed Traffic Calming and Public Safety Measures in the Bayview Heights Neighborhood

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Waive City Council Policy L-26 - *Traffic Management Policy* and install two speed cushions on Orchid Street within the Bayview Heights neighborhood, conditional on staff verification of residents' written support directly adjacent and fronting proposed speed cushion location; and

c) Approve Budget Amendment No. 26-050 appropriating $10,850 in increased expenditures in Account No. 01035355-811008 from the General Fund unappropriated fund balance and appropriating $49,000 in increased expenditures in Account No. 01201927-980000-25T03 from the General Fund Capital Improvement Program unappropriated fund balance to fund identified improvements.

Staff Report
Attachment A - Speed Cushion Locations on Orchid Street
Attachment B - Gateway Median on Spruce Avenue at Zenith Avenue
Attachment C - Flock Camera Locations
Attachment D – Budget Amendment

ACTION: MOVE AFFIRMATIVE ACTION OF THE CONSENT CALENDAR, EXCEPT FOR THOSE ITEMS REMOVED

ITEMS REMOVED FROM THE CONSENT CALENDAR

III. PUBLIC HEARINGS

12. Status of City of Newport Beach Vacancies and Retention Efforts for Fiscal Year 2025/26, Pursuant to Government Code Section 3502.3

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Receive and consider the Status of City of Newport Beach Vacancies and Retention Efforts for Fiscal Year 2025/26 pursuant to Government Code Section 3502.3.

Staff Report
Attachment A - Status of City of Newport Beach Vacancies and Recruitment and Retention Efforts Presentation

iV. MOTION FOR RECONSIDERATION

A motion to reconsider the vote on any action taken by the City Council at either this meeting or the previous meeting may be made only by one of the Councilmembers who voted with the prevailing side.

PUBLIC COMMENTS ON CLOSED SESSION

V. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL
EXISTING LITIGATION

Government Code § 54956.9 (d)(1): 4 matters.

Stephanie Korour v. City of Newport Beach

Orange County Superior Court Case No. 30-2025-0157023-CU-PA-NJC

Devon Fitzgerald v. the City of Newport Beach

Workers' Compensation Appeals Board Case No. ADJ11815084

Workers' Compensation Appeals Board Case No. ADJ17114735

Newport Beach Stewardship Association v. City of Newport Beach

Orange County Superior Court Case No. 30-2024-01428295

California Court of Appeals Case No. G065816

B. CONFERENCE WITH LEGAL COUNSEL
ANTICIPATED LITIGATION - INITIATION OF LITIGATION

Government Code § 54956.9 (d)(4): 2 matters.

CLOSED SESSION REPORT

ADJOURNMENT - in Memory of Dan Hamilton

Written Comments Received on Agenda and Non-Agenda Items after Agenda Posting

Testimony given before the City Council is recorded.
The timer light will turn yellow when the speaker has one minute remaining.
The timer light will turn red when the speaker has 10 seconds remaining.

PLEASE TURN CELL PHONES OFF OR SET IN SILENT MODE.

CITY OF NEWPORT BEACH

City Council Meeting Minutes
Regular Meeting
January 27, 2026

I. ROLL CALL – 4:00 p.m.

Present: Mayor Lauren Kleiman, Mayor Pro Tem Noah Blom, Councilmember Michelle Barto, Councilmember Robyn Grant, Councilmember Joe Stapleton, Councilmember Sara J. Weber, Councilmember Erik Weigand

INVOCATION

Bishop Garth Vincent of the Eastbluff Ward of the Church of Jesus Christ of Latter-day Saints

PLEDGE OF ALLEGIANCE – Councilmember Weigand

II. STUDY SESSION

S1. Receive a presentation and provide input regarding the evaluation of whether pension surplus funds beyond the required minimum CalPERS contributions should be considered for alternative investment options, such as a Section 115 Trust.

City Manager Seimone Jurjis opened the discussion by providing background on the City's CalPERS pension contribution strategy. He explained that during the Great Recession in 2009, the City's pension liabilities increased dramatically when CalPERS changed their discount rate. Since then, the City Council has maintained a policy of super-funding the pension plan by contributing both the normal costplus surplus money to pay down the liability. Staff is now requesting input from Council on whether to continue this aggressive pay-down strategy or explore alternative investment options.

Administrative Services Director Jason Al-Imam referenced a PowerPoint presentation and provided a comprehensive overview of the City's pension funding status and investment options. He reported that the City's funded status has improved and highlighted concerns about private equity and ESG-focused investments within CalPERS portfolio. He went on to explain that the Finance Committee had recommended targeting a 95% funded status by contributing $45 million annually through 2031. However, Councilmembers Weigand and Weber raised the question of whether to reconsider this approach and evaluate alternative investment options such as a Section 115 pension trust.

Marcus Wu, Pillsbury Winthrop Shaw Pittman LLP, explained the legal framework governing pension-related investments, noted that a. Section 115 pension trust can access a broader range of investments, including equities and alternative strategies, if they are invested prudently and for the sole purpose of funding future CalPERS contributions.

Administrative Services Director Al-Imam reported that 22 of Orange County's cities have established Section 115 pension trusts and noted the primary benefits which include rate stabilization to offset unexpected contribution increases, investment diversification separate from CalPERS, and local control over contribution timing and investment strategy.

Dennis Yu, Public Agency Retirement Services (PARS) provided a brief background and noted that the City already has a Section 115 trust through PARS.

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Keith Stribling, PFM Asset Management presented five investment strategies ranging from conservative to capital appreciation.

Administrative Services Director Al-Imam concluded by noting that the City's OPEB trust is currently overfunded by approximately $14 million, creating a risk of trapped assets. He recommended withdrawing $5 million from the OPEB trust to potentially establish a Section 115 pension trust.

Councilmember Stapleton expressed strong support for continuing the aggressive $45 million annual pay-down strategy while being open to moving the $5 million OPEB surplus into a Section 115 trust as a one-time opportunity. He emphasized the importance of not deviating from the aggressive pay-down plan but saw merit in diversifying with the surplus funds.

Councilmember Weigand thanked his colleagues for bringing the item forward, noting that as someone not on the Finance Committee, this study session provided a valuable opportunity for discussion. He expressed concern about CalPERS volatility and strongly supported the concept of a Section 115 trust.

Councilmember Weber echoed support for the Section 115 trust and noted that it provides local control over funds already designated for pension obligations. She supported transferring the $5 million OPEB surplus to establish the trust and revisiting the strategy in 6-12 months.

Mayor Pro Tem Blom thanked his colleagues for bringing the discussion forward, noted that while he was supportive of the aggressive pay-down strategy, it is Council's duty to find better approaches if they exist.

Councilmember Grant appreciated the opportunity for broader discussion. She cautioned against making year-by-year decisions based on market volatility. She was not supportive of reducing the existing prepayment strategy and emphasized the shared goal of safeguarding the City's financial health.

Councilmember Barto was supportive and shared that her previous agency had successfully reinvested a similar surplus. She favored continuing the aggressive pay-down while using the surplus to mitigate risk.

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PUBLIC COMMENTS

Adam Leverenz appreciated the discussion, emphasized the importance of diversification and managing risk, and questioned why employee pension contributions had been reduced.

George Leslie inquired about the management fees charged by PFM for managing City funds.

Jim Mosher questioned the purpose of the trust.

Wade Womack thanked Council for their fiscal responsibility and encouraged continuing to pay down CalPERS.

Councilmember Stapleton reiterated that he is supportive of continuing an aggressive pension pay-down strategy.

In response to Councilmember Weigand's question, Administrative Services Director Al-Imam recommended withdrawing $5 million from the OPEB trust to potentially establish a Section 115 pension trust.

Councilmember Weigand moved, seconded by Councilmember Stapleton, to continue the $45 million annual pay-down strategy to CalPERS; transfer $5 million from the OPEB surplus to establish a Section 115 Pension Trust; and return in 6-12 months to evaluate performance and discuss future contributions.

The motion passed by a straw vote of 7-0.

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

Kathy Gilbert provided a brief overview of services offered by the Orange County Trauma Intervention Program (TIP).

Nancy Lyons spoke regarding community resources offered at Orange County United Way.

Jim Mosher referred to Council Policy A-2 and questioned when the Mayor would be making her committee appointments.

Jim Maines reported feeling unsafe driving in Newport Beach after being a victim of a recent traffic collision and suggested improved surveillance at intersections.

CITY COUNCIL ANNOUNCEMENTS AND ORAL REPORTS FROM CITY COUNCIL ON COMMITTEE ACTIVITIES

Councilmember Barto

- Noted that the Ad Hoc Refuse Committee created an informative Newport Beach Compost Event video which was available for public viewing.

Councilmember Grant

- Listed compost locations.
- Extended congratulations to Jaime Murillo on his promotion to Director of Community Development.

Councilmember Weber

- Attended the 2026 Newport Beach Fire Department Lifeguard Tryouts and extended congratulations to Councilmember Weigand for his participation at the event.

Mayor Kleiman

- Reported on her attendance at a recent Orange County Council of Governments (OCCOG) meeting.
- Attended the Aviation Committee meeting held on January 26, 2026.
- Echoed congratulations to Jaime Murillo.

PUBLIC COMMENTS ON CONSENT CALENDAR

Jim Mosher thought ordinances should be read upon introduction and adoption, noted what he thought were errors on Agenda Item 3 *(Ordinance No. 2026-01: Modifying Provisions Related to Temporary Street Closures and City Franchised Solid Waste Management*), and questioned a notation on Agenda Item 14 (*Planning Commission Agenda for the January 22, 2026, Meeting).*

City Attorney Aaron Harp clarified that Ordinance No. 2026-01 was correct as presented.

Adam Leverenz questioned how grant funds are being used for Agenda Item 5 *(Resolution No. 2026-04: Authorizing the Filing of an Application for Grant Funding from the California Coastal Commission Whale Tail Grants Program to Support the Fostering Interest in Nature Program).*

Draft

III. CONSENT CALENDAR

READING OF MINUTES AND ORDINANCES

1. **Reading of Ordinances**
   Waive reading in full of all ordinances under consideration and direct the City Clerk to read by title only.

2. **Minutes for the January 13, 2026 City Council Meeting**
   Waive reading of subject minutes, approve as written, and order filed.

ORDINANCES FOR INTRODUCTION

3. **Ordinance No. 2026-01: Modifying Provisions Related to Temporary Street Closures and City Franchised Solid Waste Management**
   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
   b) Introduce Ordinance No. 2026-01, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Chapters 12.62 (Temporary Street Closure) and Chapter 12.63 (Solid Waste Management) of the Newport Beach Municipal Code Related to Solid Waste Hauling*, and pass to second reading on February 10, 2026.

RESOLUTIONS FOR ADOPTION

4. **Resolution No. 2026-03: Approval of the 2024 Urban Areas Security Initiative Grant Program Transfer Agreement**
   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
   b) Adopt Resolution No. 2026-03, *A Resolution of the City Council of the City of Newport Beach, California, Approving the Agreement for Transfer or Purchase of Equipment/Services or for Reimbursement of Training Costs for Fiscal Year 2024 Urban Areas Security Initiative (UASI) between the City of Anaheim and the City of Newport Beach*; and
   c) Authorize the City Manager to sign the attached agreement.

5. **Resolution No. 2026-04: Authorizing the Filing of an Application for Grant Funding from the California Coastal Commission Whale Tail Grants Program to Support the Fostering Interest in Nature Program**
   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
   b) Adopt Resolution No. 2026-04: *A Resolution of the City Council of the City of Newport Beach, California, Authorizing the Filing of an Application for Grant Funding from the California Coastal Commission Whale Tail Grants Program to Support the Fostering Interest in Nature Program*.

CONTRACTS AND AGREEMENTS

6. **Amendment to Commercial Refuse Removal Services Contract with CR&R Inc. (Contract No. 8569-1)**
   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

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b) Approve Amendment No. Three to Agreement with CR&R, Incorporated for Commercial Refuse Removal Services increasing the total not-to-exceed amount by $929,882.11 and with a new contract total of $2,020,000 and extend the term to December 31, 2029; and
c) Authorize the Mayor and City Clerk to execute the amendment.

7. Ocean Pier Maintenance - Award of Contract No. 9759-3 (25H03)

a) Find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because this project has no potential to have a significant effect on the environment;
b) Approve the project plans and specifications;
c) Award Contract 9759-3 to Jilk Heavy Construction, Inc. for the total bid price of $549,240 for the 2025-2026 Ocean Pier Maintenance, and authorize the Mayor and City Clerk to execute the contract; and
d) Establish a contingency of $165,000 to cover the cost of unforeseen work not included in the original contract.

8. Approval of Amendment No. Seven Contract Time Extension with Robert Coffee Architects and Associates

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Approve Amendment No. Seven to the Professional Services Agreement with Robert R. Coffee Architects and Associates for Library Lecture Hall Design and contract administration services adding $92,440 to the not-to-exceed amount of $1,236,155; extending the contact expiration from March 31, 2026, to August 31, 2026; and authorizing the Mayor and City Clerk to execute the agreement.

9. Approval of Amendment No. Two to On-Call Professional Services Agreements with RJM Design Group, Inc and BGB Design Group, Inc. for Landscape Architecture Services (Contract Nos. 8890-3 and 8890-2)

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Approve Amendment No. Two to On-Call Professional Services Agreement with RJM Design Group, Inc for Landscape Architecture Services for an additional five years and $312,500 for a total not-to-exceed amount of $500,000 and authorize the Mayor and City Clerk to execute the agreement; and
c) Approve Amendment No. Two to On-Call Professional Services Agreement with BGB Design Group, Inc. for Landscape Architecture Services for an additional five years and $312,500 for a total not-to-exceed amount of $500,000 and authorize the Mayor and City Clerk to execute the agreement.

10. Amendment to Trash and Recycling Container Removal Services Contract with CR&R Inc. (Contract No. 8549-1)

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Approve Amendment No. Two to Agreement with CR&R, Incorporated for Trash and Recycling Container Removal Services increasing the total not-to-exceed amount by $2,367,140 and with a new contract total of $5,720,000 and extend the term to December 31, 2029; and
c) Authorize the Mayor and City Clerk to execute the amendment.

11. Amendment No. Four to Beach Container Refuse Collection Service Contract with Rainbow Disposal Co., Inc. (Contract No. 4709)

Draft

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Approve Amendment No. Four to Agreement with Rainbow Disposal Co. for Beach Container Refuse Collection Service increasing the total not-to-exceed amount by $694,494.27 and with a new contract total of $3,740,000, and extend the term to December 31, 2029; and
c) Authorize the Mayor and City Clerk to execute the amendment.

12. Professional Services Agreement with Infosend, Inc. For Document Printing, Mailing Services, and Online Presentment

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Approve Professional Services Agreement with InfoSend, Inc. for Document Printing, Mailing Services and Online Presentment for the initial; three years term ending January 27, 2029, with two optional one-year terms, and total not-to-exceed amount of $810,000; and authorize the Mayor and City Clerk to execute the agreement.

MISCELLANEOUS

13. Central Library Air Handler Replacement - Notice of Completion for Contract No. 9691-1

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Accept the completed work and authorize the City Clerk to file a Notice of Completion for the project.

14. Planning Commission Agenda for the January 22, 2026, Meeting

Receive and file.

Motion by Mayor Pro Tem Blom, seconded by Councilmember Weber, to approve the Consent Calendar, including amendments to Agenda Item No. 2, the Minutes.

The Motion carried by the unanimous vote: 7-0-0.

ITEMS REMOVED FROM THE CONSENT CALENDAR - None

IV. PUBLIC HEARINGS

15. Resolution No. 2026-06 - Revising Certain Fee Notations within the Schedule of Rents, Fines and Fees

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Adopt Resolution No. 2026-06, *A Resolution of the City of Newport Beach, California, Correcting Certain Scrivner's Errors Related to Building and Plan Check Fees and Clarifying Notations Within the Schedule of Rents, Fines, and Fees*.

Mayor Kleiman opened the public hearing at 5:26 p.m.

Finance Manager Jessica Nguyen referenced a PowerPoint presentation and provided a brief overview of the corrected fee schedule.

Draft

PUBLIC COMMENTS

Jim Mosher appreciated staff returning the item at a public hearing, questioned whether all notes were now included in the update, and noted that certain departments have recently reorganized.

Mayor Kleiman closed the public hearing at 5:30 p.m.

Motion by Mayor Pro Tem Blom, seconded by Councilmember Stapleton, to a) Adopt Resolution No. 2026-06, *A Resolution of the City of Newport Beach, California, Correcting Certain Scrivner's Errors Related to Building and Plan Check Fees and Clarifying Notations Within the Schedule of Rents, Fines, and Fees*.

The Motion carried by the unanimous vote: 7-0-0.

V. CURRENT BUSINESS

16. Appointments to Fill Two (2) Unscheduled Vacancies on the Water Quality/Coastal Tidelands Committee

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Appoint two of the nominated applicants Eros Bilyen, Andy Boyum, Timothy Burnham and Daniel Gorczyca to fill two unscheduled vacancies on the Water Quality/Coastal Tidelands Committee with one term ending June 30, 2029 and another one for a term ending June 30, 2027.

PUBLIC COMMENTS

Adam Leverenz appreciated the applicants, thought Eros Bilyen had excellent qualifications, and suggested appointing Daniel Gorczyca due to his legal knowledge.

APPOINTMENTS:

Mayor Kleiman reviewed the appointment process and noted that applicants must receive at least four votes to be appointed.

1. City Clerk Shumway read the ballot votes for the Water Quality/Coastal Tidelands Committee as follows:

   Eros Bilyen – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand (7)

2. City Clerk Shumway read the ballot votes for the Water Quality/Coastal Tidelands Committee as follows:

   Timothy Burnham – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand (7)

It was moved by Councilmember Barto, seconded by Councilmember Stapleton to:

Appoint Eros Bilyen to serve on the Water Quality/Coastal Tidelands Committee for the term ending on June 30, 2027.

Appoint Timothy Burnham to serve on the Water Quality/Coastal Tidelands Committee for the term ending on June 30, 2029.

Draft

17. Resolution No. 2026-05 - Establishing the Fiscal Transparency Ad Hoc Committee

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Adopt Resolution No. 2026-05, *A Resolution of the City Council of the City of Newport Beach, California, Establishing the Fiscal Transparency Ad Hoc Committee*.

PUBLIC COMMENTS

Jim Mosher provided historical context about the operations of the City's Finance Committee in the past. He also clarified information about finance committee structures in other cities, namely Brea.

Wade Womack expressed appreciation for efforts to improve transparency and suggested the committee be subject to the Brown Act.

Councilmember Grant supported the ad hoc committee and thought this approach allows for review while maintaining business continuity.

Councilmember Weigand supported the item and suggested that decisions from the committee return at a public hearing rather than on the consent calendar.

Motion by Councilmember Stapleton, seconded by Councilmember Weber, to a) Adopt Resolution No. 2026-05, *A Resolution of the City Council of the City of Newport Beach, California, Establishing the Fiscal Transparency Ad Hoc Committee*.

The Motion carried by the unanimous vote: 7-0-0.

18. Certification of Referendum Petition on Resolution No. 2025-71 Approving a General Plan Amendment for the Snug Harbor Surf Park Project Located at 3100 Irvine Avenue, Newport Beach, CA and Consideration of Council Action Options

a) Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080, and Sections 15060(c) (1), (2) and (3) and 15378 (b)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly;

b) Authorize City staff to prepare and execute a budget amendment, as needed, to implement the City Council's selected course of action and to appropriate sufficient funds to cover associated costs based on the option approved by the City Council;

c) Accept the certification of the Orange County Registrar of Voters as to the verification of signatures of the Referendum Petition; and

d) Take one of the following actions:
(i) Adopt a Resolution Repealing City Council Resolution 2025-71;
(ii) Call a Special Municipal Election. By motion, decide whether to submit an argument against the proposed referendum (pursuant to Elections Code Section 9282) and, if submitting such an argument, designate the authors; and then adopt the following resolutions: (1) Resolution Calling for and Giving Notice of a Special Municipal Election to be held on June 2, 2026, for the Submission of a Referendum on Resolution No. 2025-71 Approving a General Plan Amendment for the Snug Harbor Surf Park Project Located at 3100 Irvine Avenue, Newport Beach, California and Requesting the Orange County Board of Supervisors Authorize the County Elections Official to Consolidate the Special Municipal Election with the Statewide Primary Election to be Held on the Same Date; (2) Resolution Directing the City Attorney to Prepare an Impartial Analysis of a Referendum to be Submitted to the Voters at the Special Municipal Election to be Held on June 2, 2026, and Providing for the Deadlines for Filing of the Impartial

Draft

Analysis and Written Arguments For and Against the Referendum Measure; and (3) Resolution Setting the Deadlines for Filing of Rebuttal Arguments in Response to Direct Arguments Filed For and Against a Referendum to be Submitted to the Voters at the Special Municipal Election to be Held on June 2, 2026; or
(iii) Call a General Municipal Election. By motion, decide whether to submit an argument against the proposed referendum (pursuant to Elections Code Section 9282) and, if submitting such an argument, designate the authors; and then adopt the following resolutions: (1) Resolution Calling for and Giving Notice of a General Municipal Election to be Held on November 3, 2026, for the Submission of a Referendum on Resolution No. 2025-71 Approving a General Plan Amendment for the Snug Harbor Surf Park Project Located at 3100 Irvine Avenue, Newport Beach, California and Requesting the Orange County Board of Supervisors Consolidate the General Municipal Election to be Held on the Same Date; (2) Resolution Directing the City Attorney to Prepare an Impartial Analysis of a Referendum to Be Submitted to the Voters at the General Municipal Election to be Held on November 3, 2026, and Providing for the Deadlines for Filing the Impartial Analysis and Written Arguments For and Against the Referendum Measure; and (3) Resolution Setting the Deadlines for Filing of Rebuttal Arguments in Response to Direct Arguments Filed For and Against a Referendum to be Submitted to the Voters at the General Municipal Election to be Held on November 3, 2026.

Mayor Pro Tem Blom recused based on his business partner's interest in the project.

City Clerk Shumway referenced a PowerPoint presentation and provided a detailed report on the item.

PUBLIC COMMENTS

Jim Mosher thought the ballot title seemed obscure and requested clarity.

Benny Hallock expressed pride in acquiring signatures for the petition, thought the surf park was unpopular and supported continuing to offer golf at the site.

Wade Womack supported keeping the golf course.

Councilmember Weigand thought it best to rescind the resolution to save costs.

Councilmember Weber thanked staff for their work on the complex project, thanked the public for their engagement and supported rescinding the resolution.

Motion by Councilmember Weigand seconded by Councilmember Weber, to a) Authorize City staff to prepare and execute a budget amendment, as needed, to implement the City Council's selected course of action and to appropriate sufficient funds to cover associated costs based on the option approved by the City Council; b) Accept the certification of the Orange County Registrar of Voters as to the verification of signatures of the Referendum Petition; and c) (i) Adopt a Resolution Repealing City Council Resolution 2025-71.

The Motion carried: 6-0-1 (Mayor Pro Tem Blom recused).

VI. MOTION FOR RECONSIDERATION – None

PUBLIC COMMENTS ON CLOSED SESSION

There were no public comments on closed session.

City Attorney Harp read the closed session items.

Draft

VII. **CLOSED SESSION**

A. CONFERENCE WITH LEGAL COUNSEL
ANTICIPATED LITIGATION - INITIATION OF LITIGATION
Government Code § 54956.9 (d)(4): 1 matter.

B. CONFERENCE WITH LABOR NEGOTIATORS
(Government Code § 54957.6): 1 matter.

Agency Designated Representative: Seimone Jurjis, City Manager
Employee Organizations: Newport Beach City Employee Association and Newport Beach Professional and Technical Employees Association.

CLOSED SESSION REPORT

City Attorney Harp announced that there was no closed session report.

ADJOURNMENT – In memory of Carol Catherine McDonald

Meeting adjourned at 6:19 p.m.

The agenda was posted on the City's website and on the City Hall electronic bulletin board located in the entrance of the City Council Chambers at 100 Civic Center Drive, Newport Beach, on January 22, 2026, at 9:30 a.m.

Draft

_____
Lauren Kleiman
Mayor

_____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH

City Council Meeting Minutes
Special Meeting
January 31, 2026

1. WELCOME (MAYOR KLEIMAN) – 9:00 a.m.

Call the Meeting to Order

Present: Mayor Lauren Kleiman, Mayor Pro Tem Noah Blom, Councilmember Michelle Barto, Councilmember Robyn Grant, Councilmember Joe Stapleton, Councilmember Sara J. Weber, Councilmember Erik Weigand

Invocation – Councilmember Barto

Pledge of Allegiance – Councilmember Grant

2. UPDATE ON FINANCIAL STATUS AND BUDGET DEVELOPMENT

City staff will provide an update on the City's fiscal status and a preliminary outlook for City revenues and anticipated expenditures that will be used to develop the FY 2026-27 budget.

City Manager Seimone Jurjis opened the meeting, emphasizing the importance of having a planning session to set priorities for the year.

Administrative Services Director Jason Al-Imam referenced a PowerPoint presentation and presented the financial overview for fiscal year 2026-27, based on the City's 20-year long-range financial forecast.

Councilmember Stapleton sought clarification on the TOT figures, confirming that the $40 million gross includes about $7 million paid to Visit Newport Beach, netting approximately $33 million.

PUBLC COMMENTS

Dennis Bress complimented the City's fiscal health.

Jim Mosher sought clarification regarding calculated revenues within the presentation.

Administrative Services Director Al-Imam explained that the remaining 30% comes from other revenue sources like fees for services.

3. CITY INITIATIVES

City staff will provide an update and seek guidance on department initiatives, including crime prevention and public safety priorities, technology and communications improvements, harbor operations and management, and resiliency improvements.

City Manager Jurjis briefly reviewed the City's resiliency program and listed potential areas of improvement.

Police Chief Dave Miner provided a background on crime prevention, public safety initiatives, detailed staff augmentation efforts, and Fourth of July preparations.

Draft

Councilmember Stapleton expressed concern about increased activity, especially on Balboa Peninsula during the spring break season.

Police Chief Miner emphasized the importance of advanced community outreach and education prior to busy seasons.

Councilmember Weigand appreciated the updates, supported the mobile booking station concept and advocated for improving animal shelter accessibility.

Councilmember Grant expressed strong support for reevaluating animal shelter operations and supported extending short-term lodging reforms and restrictions beyond Fourth of July.

PUBLC COMMENTS

Dennis Bress suggested using social media to highlight the successful implementation of Flock cameras.

Virginia Anders Elmore thanked staff for addressing emergency evacuation routes and expressed concerns regarding potential flooding.

Adam Leverenz suggested considering police substations.

Lee Pearl noted the significant increase in visitation to Balboa Island during the holiday season.

Jaylee Hillcabaugh requested regulations limiting vehicle idling.

Scott O'Brien, Jack and Allen thanked the police department for their work and suggested extending police presence on beaches past 10:00 p.m.

Councilmember Barto suggested enhancing enforcement regulations related to vehicle noise.

Mayor Pro Tem Blom complimented police department efforts and fully supported staff recommendations.

Councilmember Barto congratulated the police department's recent crime reduction efforts.

Mayor Kleiman expressed full support for all recommendations, supported updating signage at Corona del Mar to reflect current code changes, welcomed the animal shelter potentially moving to Recreation & Senior Services, along with police taking over park patrol and parking enforcement.

Assistant City Manager Tara Finnigan highlighted the City's AI implementation program, social media initiatives, and introduced new Public Information Manager Georgia Rios.

Harbormaster Paul Blank presented a plan to provide services directly to the Balboa Yacht Basin Marina.

Mayor Pro Tem Blom thanked staff for the strategic approach and supported moving forward.

In response to Councilmember Grant's question regarding revisioning the area, City Manager Jurjis explained that staff would return in 6 months with details.

PUBLC COMMENTS

Nancy Gardner suggested improved notification regarding details of special meetings.

Draft

Adam Leverenz appreciated paper meeting materials, requested more information regarding marina improvements, and noted concerns with AI.

Jim Mosher inquired about the City website redesign timeline and whether the public would preview the new design before launch.

In response to Mayor Kleiman's question, City Manager Jurjis noted that public can complete a City website survey and staff will return with an update.

4. UPDATES ON COMMUNITY DEVELOPMENT AND PROJECTS

City staff will provide an update on advanced planning projects such as Corona del Mar commercial corridor study, Newport Coast local coastal program, kicking off the 7th Cycle Housing Element, customer service improvements, and supporting development.

Community Development Director Jaime Murillo highlighted that the department has maintained a 95% customer satisfaction rate, noted the future expansion of permitting software, and reviewed the general plan update completion process. He also listed plans for wireless streamlining, CdM corridor improvements, Newport Coast LCP amendments, and 7th Cycle Housing Element preparations.

Councilmember Grant noted the importance of considering ways to manage additional housing mandates, emphasized the need for affordable workforce housing, and requested staff explore ways to prioritize public employees for affordable units.

Councilmember Weigand appreciated the department's customer service focus and noted the importance of Mayor Kleiman's position on SCAG and OCCOG as it relates to the next RHNA cycle.

Mayor Pro Tem Blom praised staff for their innovation and efficiency.

PUBLC COMMENTS

Nancy Gardner spoke regarding providing senior and workforce housing.

Lee Pearl praised recent staff promotions within the City.

Adam Leverenz offered thoughts on affordable housing and the LCP process.

Dennis Bress thought workforce housing is vitally important and highlighted public transportation including the trolley.

Jim Mosher commented on the CdM improvements and sought clarification regarding the number of affordable housing units required moving forward.

5. UPDATES ON PUBLIC WORKS AND CAPITAL IMPROVEMENT PROGRAM

City staff will provide an update on staffing improvements and updates on some major projects such as lower castaways and the police station and discuss the development of the FY26-27 Capital Improvement (CIP).

Public Works Director Dave Webb explained future staff augmentation plans and highlighted several future projects and program cost adjustments.

Draft

Councilmember Grant questioned mitigation costs related to the police station project and looked forward to future updates on Lower Castaways Park.

Councilmember Weigand strongly supported the police station at the Civic Center and was supportive of a passive park concept for Lower Castaways.

Councilmember Stapleton was supportive of the police station, commented on the immense historic value of Lower Castaways Park and emphasized the need to fully activate the site.

Councilmember Barto prioritized the police station and noted some passive design elements for the park.

Councilmember Weber strongly advocated for the police station at the Civic Center and expressed excitement for moving forward.

Mayor Pro Tem Blom supported funding the police station and fire station projects and envisioned a vibrant downtown at the Civic Center.

PUBLC COMMENTS

Dennis Bress commented on the Lower Castaways Park and expressed excitement for relocation of the police station.

Adam Leverenz suggested collaborating closely with the Irvine Company when planning site use for Lower Castaways Park.

Bernie Svalstad asked Council to consider a permanent location for the Balboa Island Museum.

Jim Mosher supported the preservation of open space at Newport Center.

Debbie Stephens stated she preferred keeping a park at the Civic Center.

Mayor Kleiman strongly supported the police station at the Civic Center, future relocation of the fire station, and suggested deferring action on Lower Castaways pending formal ad hoc committee recommendations.

Council unanimously supported funding police and fire station projects. Approved by a straw vote of 7-0-0.

6. PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

Dennis Bress announced a successful decrease in the noise originating from John Wayne Airport into Newport Beach, emphasizing the concept of high and slow, quiet.

Virginia Anders Elmore expressed concern regarding offshore drilling.

Lee Pearl presented Balboa Island's annual wish list based on a community survey.

Jim Mosher thanked staff for posting the presentation online in advance and providing paper copies for the audience to follow along.

Draft

ADJOURNMENT

Meeting adjourned at 11:37 a.m.

The agenda was posted on the City's website and on the City Hall electronic bulletin board located in the entrance of the City Council Chambers at 100 Civic Center Drive, Newport Beach, on January 29, 2026, at 5:00 p.m.

_____
Lauren Kleiman
Mayor

_____
Lena Shumway
City Clerk

Draft

CITY OF

NEWPORT BEACH

City Council Staff Report

February 10, 2026
Agenda Item No. 3

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Tara Finnigan, Assistant City Manager - 949-644-3001, tfinnigan@newportbeachca.gov
PREPARED BY:	Lorig Yaghsezian, Management Analyst – 949-644-3028, lyaghsezian@newportbeachca.gov
TITLE:	Safety Enhancement Zones Expansion and Enforcement During Peak Activity Periods

ABSTRACT:

For the City Council's consideration is a resolution and ordinance intended to enhance public safety during certain periods of high visitor activity, including spring break and the Fourth of July holiday, that have historically resulted in increased municipal code and legal violations. These high-risk periods are often characterized by large gatherings, overcrowding, excessive noise, alcohol-related offenses, illegal fireworks, and violations associated with short-term lodging units.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Adopt Resolution No. 2026-08, *A Resolution of the City Council of the City of Newport Beach, Designating a Geographical Area in West Newport and the Peninsula and a Portion of Corona del Mar as "Safety Enhancement Zones" During the Designated Spring Break Period Beginning on March 14th Through April 12th, Which Designation is Necessary to Address Illegal Activity During these High-Risk Periods*; and

c) Introduce Ordinance No. 2026-2, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Sections 1.04.060 (Safety Enhancement Zone)of Chapter 1.04 (Code Enforcement)*, *Sections 5.95.045 (Conditions) and 5.95.065 (Suspensions and Revocations) of Chapter 5.95 (Short Term Lodging Permit), and Section 11.08.020 (Use of Shade Coverings) of Chapter 11.08 (Conduct on Beaches and Piers) of the Newport Beach Municipal Code to Address Illegal Activity During High-Risk Periods,* and pass to second reading on February 24, 2026.

DISCUSSION:

For well over a century, visitors of all ages have come to Newport Beach to enjoy day trips, holidays, long weekends, and summer vacations. Many make their time here an annual tradition and the City of Newport Beach and the community recognize the importance of sharing the city's public assets and the economic value that tourism brings.

There are, however, some visitors whose stays have been marked by unruly, disruptive behavior that threatens the quality of life for surrounding neighbors and tourists, and taxes the City's public safety resources. Maintaining a safe environment that all can enjoy is essential and staff is proposing additional measures intended to discourage and curb this unwanted conduct during peak visitor periods including spring break and summer holidays.

Draft Resolution

Newport Beach Municipal Code (NBMC) Section 1.04.060 authorizes the City Council to designate specific geographical areas as Safety Enhancement Zones upon finding that unique conditions during a defined period create a significant threat to public health, safety and welfare. Within these zones, enhanced penalties and additional enforcement mechanisms are intended to deter violations and reduce the demand on public safety resources. The City has designated Safety Enhancement Zones for areas of West Newport / the Balboa Peninsula and Corona del Mar around the Fourth of July holiday. However, in recent years, the City has seen an increase in unruly behavior, leading to arrests and citations, during the various spring breaks that occur largely in March and April. The following table provides the number of arrests and the stated residence of the arrestee during the spring break period in 2025.

Spring Break 2025 Arrests

(March and April)

Residence	**#**	**%**
Newport Beach	86	17.0%
Adjacent Cities	113	22.3%
All Other CA	276	54.5%
Nevada	9	1.8%
Arizona	5	1.0%
All Other States	17	3.4%

Staff recommends implementing Safety Enhancement Zones during this year's spring break period to help discourage and curtail unruly behavior. If adopted, Resolution No. 2026-XX would designate areas of West Newport / the Balboa Peninsula and Corona del Mar as Safety Enhancement Zones during two periods that correspond with the 2026

spring break schedules for schools in Arizona and Nevada. Further, the resolution expands the West Newport / Peninsula Safety Enhancement Zone so that it would begin at B Street rather than at 32nd Street. All other boundaries would remain the same.

Draft Ordinance

During the Fourth of July weekend in 2025, City public safety personnel responded to a substantial number of calls for service and issued citations for violations including illegal fireworks, excessive noise, alcohol-related offenses, use of the beach after hours, and loud and unruly gatherings. A significant portion of these incidents occurred on the Balboa Peninsula and in West Newport, including areas outside the existing Safety Enhancement Zone boundaries. Many of the violations were associated with short-term lodging units, where large gatherings contributed to repeated calls for service and enforcement actions.

Fourth of July 2025 Arrests

Residence	#	%
Newport Beach	6	7.9%
Adjacent Cities	11	14.5%
All Other CA	31	40.8%
Nevada	5	6.6%
Arizona	15	19.7%
All Other States	8	10.5%

While the Fourth of July holiday has traditionally been a busy time for public safety in Newport Beach, staff has found that Memorial Day and Labor Day have also drawn larger crowds in recent years. If adopted, Ordinance No. 2026-XX would amend multiple sections of the NBMC to strengthen enforcement tools to help address illegal activity during busy holidays including the Fourth of July, Memorial Day, and Labor Day, as well as during spring break.

The amendments include codifying the timing and applicability of Safety Enhancement Zones, enhancing short-term lodging permit conditions and enforcement, including mandatory revocation provisions, and clarifying regulations related to the use of shade coverings on City beaches to ensure public safety and emergency access. The proposed ordinance would amend several sections of the NBMC to strengthen enforcement during high-risk periods, including:

- Safety Enhancement Zones (NBMC Section 1.04.060):

  Codifies applicable high-risk periods, including spring break and summer holidays, and clarifies notice requirements.

- Short-Term Lodging Permits (NBMC Chapter 5.95):

  Adds response requirements for owners, agents and adult transient users; enhances suspension and revocation provisions; and establishes mandatory revocation for certain violations occurring during high-risk periods.

- Beach Shade Coverings (NBMC Section 11.08.020):

  Clarifies spacing, height, placement and visibility requirements to ensure unobstructed emergency access, public safety visibility and safe pedestrian movement during periods of heavy beach use.

General notice of Safety Enhancement Zone designations will be provided through posted signage within the designated areas prior to the effective dates. Notices will also be mailed to property owners within the zones, as well as to short-term lodging permit holders, consistent with NBMC requirements.

Operational Enhancements

In addition to the proposed resolution and ordinance, staff is also planning operational changes and enhancements for this year's Fourth of July holiday weekend. The measures include increasing the amount of contracted public safety assistance, deploying a mobile booking station, utilizing the City's Corporation Yard as a staging area, partnering with Hoag Hospital, and increasing public outreach and social media messaging to inform residents, visitors and short-term lodging occupants of applicable regulations, restrictions and enforcement measures.

FISCAL IMPACT:

Should the City Council adopt the proposed ordinance and resolution, the boundaries of the West Newport / Peninsula Safety Enhancement Zone would be expanded and the frequency in which that zone and the Corona del Mar Safety Enhancement Zone are implemented would increase. Staff estimates the total cost of the related, required noticing would increase to approximately $30,000 per fiscal year.

The Police Department estimates that the planned operational enhancements would increase its Fourth of July related costs by approximately $80,000 - $100,000 per year.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA

Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENTS:

Attachment A – Resolution No. 2026-08
Attachment B – Ordinance No. 2026-2

ATTACHMENT A

RESOLUTION NO. 2026-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, DESIGNATING A GEOGRAPHICAL AREA IN WEST NEWPORT AND THE PENINSULA AND A PORTION OF CORONA DEL MAR AS "SAFETY ENHANCEMENT ZONES" DURING THE DESIGNATED SPRING BREAK PERIOD BEGINNING ON MARCH 14TH THROUGH MARCH 22ND AND BEGINNING APRIL 4TH THROUGH APRIL 12TH, WHICH DESIGNATION IS NECESSARY TO ADDRESS ILLEGAL ACTIVITY DURING THESE HIGH-RISK PERIODS

WHEREAS, Section 200 of the City Charter, of the City of Newport Beach ("City"), vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the City Charter and the State Constitution, and the power to exercise, or act pursuant to any and all rights, powers, and privileges or procedures granted or prescribed by any law of the State of California;

WHEREAS, pursuant to Section 1.04.060, the City Council may by resolution upon a finding that there is a need to take action to protect the public health, safety and welfare, designate a specific geographical area as a "Safety Enhancement Zone" and specify the date and/or time that the designation is effective upon a finding that the geographical area is subject to unique conditions and circumstances during a specific period of time that create the potential for a significant threat to public health and safety and that the threat would be reduced by enhanced penalties for violations of provisions of this Code and increased responsibilities on the part of residents and occupants in the area;

WHEREAS, the resolution establishing a Safety Enhancement Zone shall contain the following provisions: (1) a description of the geographical area comprising the Safety Enhancement Zone; (2) the date and time during which the Safety Enhancement Zone designation is applicable to the geographical area; (3) the factual basis for the designation; (4) the manner in which general notice of the Safety Enhancement Zone and the penalties for violations shall be given; and (5) the manner in which specific notice of additional duties, responsibilities and/or restrictions shall be given to owners or occupants of property affected by the Safety Enhancement Zone designation;

WHEREAS, in 2025, the City experienced a significant increase in crime such as curfew violations, noise disturbances, overcrowding, large unruly gatherings, and other violations of the law, during high-risk periods, especially during the designated

spring breaks for schools in the Phoenix, Arizona area (whose spring break begins this year on March 14th and ends on March 22nd) and in Clark County, Nevada (whose spring break begins this year on April 4th and ends on April 12th, 2026) (collectively "Spring Breaks");

WHEREAS, the violation of laws and permit conditions related to short-term lodgings including, but not limited to, illegal fireworks, excessive noise, drug or alcohol offenses, and unruly gatherings, during the Spring Breaks poses a significant threat to public health, safety, and welfare; and

WHEREAS, the City Council seeks to balance public enjoyment of beaches and recreational areas with the protection of residents, visitors, and public safety personnel from unsafe or unlawful activities.

NOW THEREFORE, the City Council of the City of Newport Beach ordains as follows:

Section 1: The City Council hereby designates the following areas as Safety Enhancement Zones:

1. West Newport / Peninsula: The area bounded by West Coast Highway on the north, Newport Boulevard from West Coast Highway to West Balboa Boulevard and from West Balboa Boulevard to East Balboa Boulevard ending at B Street on the east, the Pacific Ocean on the south, and 54th Street and Jo Anne Place on the west.

2. Corona Del Mar: The portions of Corona del Mar bounded by the Pacific Ocean and Newport Harbor on the south, Buck Gully from the Pacific Ocean to Fifth Avenue on the east, Fifth Avenue to Dahlia Avenue (north of East Coast Highway), Dahlia Avenue (north of East Coast Highway) to East Coast Highway, and East Coast Highway to Avocado Avenue on the north, and the east side of Avocado Avenue (and its extended alignment) from East Coast Highway to Newport Harbor on the west, which area shall include Pirate's Cove, Corona del Mar State Beach, and Little Corona Beach as well as the immediately adjacent parking lots, roads, stairs, and paths that provide ingress and egress thereto.

Section 2: The Safety Enhancement Zones referenced in Section 1 shall be in effect from 12:01 a.m. on March 14th, the first day of the first Spring Break. until 11:59 p.m. on March 22nd, 2026, the last day of the first Spring Break, and from 12:01 a.m. on April 4th, the first day of the second Spring Break, until 11:59 p.m. on April 12th, 2026, the last day of the second Spring Break.

Section 3: The City Council hereby finds that the geographical areas set forth herein are subject to unique conditions and circumstances during the designated times,

which creates the potential for a significant threat to public health and safety and that the threat would be reduced by enhanced penalties for violations of provisions of this Code and increased responsibilities on the part of residents and occupants in the area. The basis for the designation of the Safety Enhancement Zones is set forth in the accompanying staff report, this resolution and Ordinances 2026-__, 2025-3 and 2003-5.

Section 4: General notice of the Safety Enhancement Zones shall be provided on or before 6:00 p.m. on Friday March 13th and Friday April 3rd at the following locations:

1. West Newport / Peninsula: No less than three locations along West Coast Highway, two locations along Newport Boulevard, two locations on West and East Balboa Boulevard, one location on C Street, four locations along Oceanfront Walk/Seashore Drive and two locations along 54th Street or Jo Anne Place.

2. Corona del Mar: No less than three locations along East Coast Highway, at least one location on MacArthur Boulevard south of San Miguel Drive, one location on Marguerite Avenue south of San Joaquin Hills Road, and at Pirate's Cove, Corona del Mar State Beach and Little Corona Beach.

Section 5: Specific notice of the Safety Enhancement Zones and the fines, penalties and provisions shall be sent before February 28, 2026, to owners of property within the Safety Enhancement Zones, based on the most recent property tax records.

Section 6: Notice of the adoption subsection (A) (24) of Section 5.95.045 (Conditions) and the mandatory revocation provision set forth in subsection (A) (9) (a) Section 5.95.065 (Suspensions and Revocations) of the Newport Beach Municipal Code shall be sent to all short-term lodging owners in accordance with Newport Beach Municipal Code Section 1.08.080 by February 28, 2026. The notice shall inform the short term lodging property owners that a violation of the rules, regulations or laws set forth in Section 5.95.065 subsection (A)(9)(a) during a high-risk period, including the Spring Break designated herein as April 4th through April 12th, and as defined in Section 5.95.065 subsection (A)(9)(b), which violation relates in any way to the short-term lodging unit and that occurs on March 26, 2026, or thereafter, shall result in revocation of the short-term lodging permit.

Section 7: If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or

more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 8: The recitals provided in this resolution are true and correct and are incorporated into the substantive portion of this resolution.

Section 9: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 10: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting this resolution.

ADOPTED this 10th day of February, 2026.

Lauren Kleiman,
Mayor

ATTEST:

Lena Shumway,
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Aaron C. Harp,
City Attorney

ATTACHMENT B

ORDINANCE NO. 2026-2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING SECTION 1.04.060 (SAFETY ENHANCEMENT ZONE) OF CHAPTER 1.04 (CODE ENFORCEMENT), SECTIONS 5.95.045 (CONDITIONS) AND 5.95.065 (SUSPENSIONS AND REVOCATIONS) OF CHAPTER 5.95 (SHORT TERM LODGING PERMIT), AND SECTION 11.08.020 (USE OF SHADE COVERINGS) OF CHAPTER 11.08 (CONDUCT ON BEACHES AND PIERS) OF THE NEWPORT BEACH MUNICIPAL CODE TO ADDRESS ILLEGAL ACTIVITY DURING HIGH-RISK PERIODS

WHEREAS, Section 200 of the City Charter, of the City of Newport Beach ("City"), vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the City Charter and the State Constitution, and the power to exercise, or act pursuant to any and all rights, powers, and privileges or procedures granted or prescribed by any law of the State of California;

WHEREAS, the City Council recognizes that certain periods of high public activity ("high-risk periods") including, but not limited to, Memorial Day, Fourth of July, and Labor Day weekends, as well as Spring Break, have historically been associated with increased public safety risks, including noise disturbances, illegal fireworks, overcrowding, and other violations of the law;

WHEREAS, during the Fourth of July weekend in 2025, law enforcement issued over 285 citations for violations of the Newport Beach Municipal Code ("NBMC"), including 16 citations for use and possession of illegal fireworks, 24 citations for use of the beach after hours, 27 citations related to loud and unreasonable noise; and over 160 citations related to possession of open containers of alcohol or drinking in public;

WHEREAS, on the Fourth of July in 2025, there were over 450 citations issued for violations of the NBMC and state laws, including 11 citations for violations of the Loud and Unruly Gathering Ordinance ("LUGO"), as well as 602 calls for service, and 43 arrests, with many of these citations, calls for service and arrests occurring outside of the current West Newport Safety Enhancement Zone, primarily concentrated between the current boundaries of the West Newport Safety Enhancement Zone and the area around the Balboa Pier;

WHEREAS, over the Fourth of July weekend, many of the problems encountered by law enforcement stemmed from short-term lodging units including, but not limited to, the issuance of LUGO and other citations to transient users of short-term

lodging units or property owners on 28th Street, 33rd Street, W. Balboa Boulevard, E. and W. Oceanfront, and Seashore Drive in Newport Beach;

WHEREAS, the City has also seen increased violations during other high-risk periods, especially during those periods designated as Spring Break for schools in Arizona and Nevada;

WHEREAS, the City Council has previously established the West Newport Safety Enhancement Zone to promote public safety, regulate illegal activity, and ensure compliance with applicable laws and regulations;

WHEREAS, extending the West Newport Safety Enhancement Zone to include the areas of the peninsula from the current boundary to the area adjacent to Balboa Pier is necessary to address documented incidents of high-risk behavior, including large gatherings, unruly parties, and other activities that threaten public health, safety, and welfare;

WHEREAS, during high-risk periods, the beaches experience significant crowding, and the use of shade structures can obstruct clear lines of sight for public safety personnel, conceal unsafe behavior from view, and impede the safe movement of pedestrians and emergency vehicles;

WHEREAS, many short term lodging units are being rented by adults for occupancy by individuals under the age of twenty-five during high-risk periods;

WHEREAS, requiring the owner or owner's agent and the adult transient user on the rental agreement to respond promptly to a short term lodging unit when there has been a good faith determination that there has been a violation of the law or the short-term lodging permit conditions, will enhance enforcement, prevent escalation of unsafe activities, and ensure accountability of both property owners and transient users;

WHEREAS, the violation of laws and permit conditions related to short-term lodgings including, but not limited to, illegal fireworks, excessive noise, drug or alcohol offenses, and unruly gatherings, during high-risk periods poses a significant threat to public health, safety, and welfare;

WHEREAS, the City Council finds that the mandatory revocation of a short-term lodging permit is an appropriate and necessary enforcement tool when significant violations have occurred during high-risk periods because it ensures accountability, deters future violations, and protects the community from recurring safety risks; and

WHEREAS, the City Council seeks to balance public enjoyment of beaches and recreational areas with the protection of residents, visitors, and public safety personnel from unsafe or unlawful activities.

NOW THEREFORE, the City Council of the City of Newport Beach ordains as follows:

Section 1: Section 1.04.060 (Safety Enhancement Zone) of the Newport Beach Municipal Code is hereby amended to read as follows:

Section 1.04.060 Safety Enhancement Zone.

A. Designation Process. The City Council may designate a specific geographical area as a Safety Enhancement Zone by ordinance or by resolution upon finding that the area is subject to unique conditions during a specific period creating a significant threat to the public health, safety and welfare. The ordinance or resolution establishing a Safety Enhancement Zone shall contain the following provisions: (1) a description of the geographical area comprising the zone; (2) the date and time the designation is in effect; (3) the factual basis for the designation; (4) the manner in which general notice of the Safety Enhancement Zone and applicable penalties for violations shall be provided; and (5) the manner in which specific notice of additional duties, responsibilities or restrictions shall be provided to owners of property within the zone.

B. West Newport Safety Enhancement Zone. The City Council hereby designates the area bounded by West Coast Highway on the north, Newport Boulevard from West Coast Highway to West Balboa Boulevard and from West Balboa Boulevard to East Balboa Boulevard ending at B Street on the east, the Pacific Ocean on the south, and 54th Street and Jo Anne Place on the west as a Safety Enhancement Zone. General notice of the Safety Enhancement Zone, as provided for in subsection (E), shall be provided at no less than three locations along West Coast Highway, two locations along Newport Boulevard, two locations on West and East Balboa Boulevard, one location on C Street, four locations along Oceanfront Walk/Seashore Drive and two locations along 54th Street or Jo Anne Place.

C. Corona del Mar Safety Enhancement Zone. The City Council hereby designates the portions of Corona del Mar bounded by the Pacific Ocean and Newport Harbor on the south, Buck Gully from the Pacific Ocean to Fifth Avenue on the east, Fifth Avenue to Dahlia Avenue (north of East Coast Highway), Dahlia Avenue (north of East Coast Highway) to East Coast Highway, and East Coast Highway to Avocado Avenue on the north, and the east side of Avocado Avenue (and its extended alignment) from East Coast Highway to Newport Harbor on the west, which area shall include Pirate’s Cove, Corona del Mar State Beach, and Little Corona Beach as well as the immediately

adjacent parking lots, roads, stairs, and paths that provide ingress and egress thereto as a Safety Enhancement Zone. General notice of the Safety Enhancement Zone, as provided for in subsection (E), shall be provided at no less than three locations along East Coast Highway, at least one location on MacArthur Boulevard south of San Miguel Drive, one location on Marguerite Avenue south of San Joaquin Hills Road, and at Pirate's Cove, Corona del Mar State Beach and Little Corona Beach.

D. The designation for the West Newport and Corona del Mar Safety Enhancement Zones shall be effective: (1) from 12:01 a.m. on the last Friday in May until 11:59 p.m. on the last Monday in May ("Memorial Day"); (2) from 12:01 a.m. on Friday until 11:59 p.m. on Monday when the Fourth of July falls on a Friday, Saturday, Sunday or Monday; (3) from 12:01 a.m. on July 4th to 3:00 a.m. on July 5th when the Fourth of July falls on a Tuesday, Wednesday or Thursday; (4) from 12:01 a.m. on the Saturday before the first Monday in September until 11:59 p.m. on the first Monday in September ("Labor Day"); (5) from 12:01 a.m. on the date designated by resolution of the City Council as first day of any Spring Break until the 11:59 p.m. on the last day of any designated Spring Break ("Spring Break"); and (6) at other times when designated by ordinance or resolution upon a finding that unique conditions during a specific period of time create a significant threat to the public health, safety and welfare. The factual basis for this designation is found in Ordinances 2026-__, 2025-3 and 2003-5.

E. General notice of the designation of the Safety Enhancement Zone shall be provided at the locations set forth in subsections B and C on or before 6:00 p.m. on the Friday before Memorial Day, Labor Day and July 4th when the Fourth of July holiday falls on Friday, Saturday, Sunday or Monday, before 6:00 p.m. on July 3rd when the Fourth of July holiday falls on a Tuesday, Wednesday or Thursday, and before 6:00 p.m. of the first day of any Spring Break as set forth in a resolution adopted by the City Council.

F. Specific Notice advising of the Safety Enhancement Zone designation and the fines, penalties and provisions shall be sent before the date set forth in the City Council resolution that designates any Spring Break, and before April 15th, June 15th, and August 15th, to each property owner within the zone, based on the most recent property tax records.

Section 2: Subsection (A) of Section 5.95.045 (Conditions) of the Newport Beach Municipal Code is hereby amended to add subsection (24), which shall read as follows:

24. If a City law enforcement officer, fire official, code enforcement officer, or other authorized City official makes a good-faith determination that a violation of any law, ordinance, regulation or permit condition is occurring at a unit and provides verbal

notice of the violation to any person occupying the site and to the owner's local contact, the following persons shall appear in person at the unit within two (2) hours of such notice being provided: the owner of the property or the owner's agent; and a transient user who is 25 years or older and whose name appears on the rental agreement for the unit.

Section 3: Section 5.95.065 (Suspensions and Revocations) of the Newport Beach Municipal Code is hereby amended to read as follows:

5.95.065 Suspensions and Revocations.

In addition to any fine or penalty that may be imposed pursuant to any provision of this Code, a short term lodging permit for a unit may, or where required shall, be suspended or revoked as provided in this section.

A. Suspensions/Revocations.

1. If any person violates any short term lodging permit condition two or more times in any twelve (12) month period or any other provision of this Code, state law or federal law, two or more times in any twelve (12) month period, and the violation relates in any way to the unit that has a short term lodging permit, the short term lodging permit for the unit may be suspended for a period of six months in accordance with subsection (B) of this section.

2. In the case of a short term lodging permit for a unit that is located in a safety enhancement zone, if there is a violation of any provision of this Code during the period that the safety enhancement zone is in effect, the short term lodging permit for the unit may be suspended for a period of one year or revoked in accordance with subsection (B) of this section.

3. If a lodging unit that is subject to a short term lodging permit has been the location of two or more loud or unruly gatherings, as defined in Chapter 10.66, while the lodging unit was occupied on a short term basis, within any twenty-four (24) month period, the permit may be suspended for a period of one year or revoked in accordance with subsection (B) of this section. A loud or unruly gathering that occurred prior to the passage of fourteen (14) days from the mailing of notice to the owner in compliance with Section 10.66.030(D) shall not be included within the calculation of the two or more loud or unruly gatherings required to revoke a short term lodging permit.

4. If a person violates Section 5.95.020 regarding any unit that has had a short term lodging permit suspended pursuant to subsection (B) of this section, the short term lodging permit for the unit may be revoked in accordance with subsection (B) of this section.

5. If any person violates any short term lodging permit condition or any other provision of this Code, state or federal law within six (6) months of having a previously suspended short term lodging permit reinstated for a unit, and the violation relates in any way to the unit that has the short term lodging permit, the short term lodging permit for the unit may be revoked in accordance with subsection (B) of this section.

6. If any person violates any short term lodging permit condition three or more times in any twelve (12) month period or provision of this Code, state or federal law three or more times in any twelve (12) month period, and the violation relates in any way to the unit that has a short term lodging permit, the short term lodging permit for the unit may be revoked in accordance with subsection (B) of this section.

7. If any person fails to collect and remit transient occupancy tax or the visitor service fee in accordance with the requirements of this chapter, Chapter 3.16 or 3.28 in regards to any unit that has a short term lodging permit, two or more times within any thirty-six (36) month period, the short term lodging permit for the unit may be revoked in accordance with subsection (B) of this section.

8. If any person is determined to have provided false information on an application for an annual short term lodging permit, or renewal thereof, the short term lodging permit for the unit may be revoked in accordance with subsection (B) of this section.

9. If the preponderance of the evidence shows that any person has violated any of the rules, regulations or laws set forth in subsection (A)(9)(a) during a high-risk period, as defined in subsection (A)(9)(b) of this section, and the violation relates in any way to the unit that has a short term lodging permit, the short term lodging permit for the unit shall be revoked in accordance with subsection (B) of this section.

a. For purposes of this subsection, the applicable rules, regulations and laws are as follows: Chapters 6.40 (Prohibition of Sale Distribution and Use of Nitrous Oxide), 10.24 (Discharge of Weapons-Permission Required), 10.28 (Loud and Unreasonable Noise), 10.58 (Police Services at Large Parties, Gatherings or Events on Private Property), or 10.66 (Loud and Unruly Gatherings) of this Code; Sections 5.95.045 (A) (2), (4), (5), (6), (10), (12), (17), (18), (21), or (24) (Conditions), 5.95.047 (A) (1), (4), (5), or (6) (Violations of Permit Conditions by Transient User, Occupant or Guest), 9.04.420 (Amendments to Section 5601.1.3 Fireworks), or 10.12.020 (Interference) of this Code; California Business and Professions Code Section 25658; California Penal Code Sections 69, 148(a), 148.9, 243 (b) (c), 272, 415, 416, 29610, 22210, or 21510; Health and Safety Code Sections 12677, or 11357; and any law punishable as a felony.

b. For purposes of this subsection, a “high-risk period” shall include the following: (1) from 12:01 a.m. on the last Friday in May until 11:59 p.m. on the last Monday in May; (2) from 12:01 a.m. on Friday until 11:59 p.m. on Monday when the Fourth of July falls on a Friday, Saturday, Sunday or Monday; (3) from 12:01 a.m. on July 4th to 3:00 a.m. on July 5th when the Fourth of July falls on a Tuesday, Wednesday or Thursday; (4) from 12:01 a.m. on the Saturday before the first Monday in September until 11:59 p.m. on the first Monday in September; (5) from 12:01 a.m. on the date designated by resolution of the City Council as first day of any Spring Break until the 11:59 p.m. on the last day of any designated Spring Break; and (6) at other times when designated by ordinance or resolution upon a finding that unique conditions during a specific period of time create a significant threat to the public health, safety and welfare.

Where a violation or set of violations qualifies for suspension or revocation under more than one subsection, the subsection that imposes the most severe penalty, including mandatory revocation, shall control.

B. Permits shall be suspended or revoked only in the manner provided in this section.

1. The Administrative Services Director shall investigate whenever he or she has reason to believe that an owner has submitted an application that contains false information or committed a violation of a permit condition, this Code, or state or federal law related to a permitted unit. Such investigation may include, but is not limited to, on-site property inspections. Should the investigation reveal substantial evidence to support a finding that warrants a suspension or revocation of the short term lodging permit, the Administrative Services Director shall issue written notice of intention to suspend or revoke the short term lodging permit. The written notice shall be served on the owner in accordance with Section 1.08.080, and shall specify the facts which, in the opinion of the Administrative Services Director, constitute substantial evidence to establish grounds for imposition of the suspension and/or revocation, and specify the proposed time the short term lodging permit shall be suspended and/or that the short term lodging permit shall be revoked within thirty (30) days from the date the notice is given, unless the owner files with the Administrative Services Director, before the suspension or revocation becomes effective, a request for hearing before a hearing officer, who shall be retained by the City, and pays the fee for the hearing established by resolution of the City Council. Subject to subsection (E) of this section, failure to file a timely request for hearing and pay all applicable fees shall result in the suspension or revocation of the permit.

2. If the owner requests a hearing and pays the hearing fee, established by resolution of the City Council, within the time specified in subsection (B)(1) of this

section, the Administrative Services Director shall serve written notice on the owner, pursuant to Section 1.08.080, setting forth the date, time and place for the hearing. The hearing shall be scheduled not less than fifteen (15) days, nor more than sixty (60) days, from the date on which notice of the hearing is served by the Administrative Services Director. The hearing shall be conducted according to the rules normally applicable to administrative hearings. At the hearing, the hearing officer will preside over the hearing, take evidence and then submit proposed findings and recommendations to the City Manager. The City Manager shall suspend or revoke the short term lodging permit only upon a finding that a violation has been proven by a preponderance of the evidence, and that the suspension or revocation is consistent with the provisions of this section. The City Manager shall render a decision within thirty (30) days of the hearing, and the decision shall be final as to the City but subject to judicial review pursuant to California Code of Civil Procedure Section 1094.5.

C. If a short term lodging permit is suspended, it shall be the owner's responsibility to vacate any future bookings and remove all advertisements related to the short term rental of the unit during the term of the suspension. If a short term lodging permit is revoked, it shall be the owner's responsibility to vacate any future bookings and remove all advertisements related to the short term rental of the unit.

D. After any suspension, the owner may reapply for reinstatement of the short term lodging permit which shall be processed in accordance with Section 5.95.030, provided the owner has paid the City all amounts owed the City in accordance with this chapter and Chapters 3.16 and 3.28.

E. The Administrative Services Director may extend the deadlines set forth in this section if the Administrative Services Director determines that good cause has been shown to extend the deadline.

Section 4: Section 11.08.020 (Use of Shade Coverings) of the Newport Beach Municipal Code is hereby amended to read as follows:

11.08.020 Use of Shade Coverings.

A. Unless authorized by the City Council, City Manager, authorized City personnel or a special event permit, no person shall install, erect or maintain any shade covering on any ocean beach, bay beach, public park adjacent to an ocean or bay beach, or tideland that:

1. Is connected, attached, or tied in any manner to another shade covering.

2. Is positioned so that both the base and the outer edge of the canopy, fabric, or covering are located less than five (5) feet from the base or outer edge of any

other shade covering. The required separation shall be measured horizontally from the closest point of the canopy, fabric or covering and from the closest point of the base, pole, frame, or anchoring point.

3. Is grouped, arranged or positioned to allow multiple shade coverings to function as a single structure or to expand the usable shaded area, regardless of whether the individual shade covering meets the spacing requirements set forth in this section.

4. Is not sufficiently anchored to prevent displacement by wind or tides. No ropes, cords, guy lines, stakes, or similar devices may extend beyond the perimeter of the shade covering, and improvised anchors including, but not limited to, concrete blocks, buckets, coolers, or water-filled containers, are prohibited.

5. Exceeds six (6) feet in height or six (6) feet in width at its widest point.

6. Is closed to public view on more than one side or obstructs line-of-sight access from the surrounding beach or shoreline.

7. Is located within fifty (50) feet of any lifeguard tower, emergency access point, or public access point. Proximity shall be measured horizontally from the nearest point of the shade covering to the base/edge of any lifeguard tower, emergency access point, or public access point.

8. Interferes with a lifeguard's ability to observe the water or adjacent lifeguard towers.

9. Prohibits reasonable ingress and egress on any ocean beach, bay beach, public park adjacent to an ocean or bay beach, or tideland. Such areas shall be clearly marked by City personnel or City contractors through signage, cones, flags, painted markings, or other visible means indicating that the area is reserved for ingress and egress.

10. Is placed in proximity to a fire ring so as to create a fire hazard. The reasonableness of proximity shall be determined by existing conditions. Under no condition shall a shade covering be within ten (10) feet of any exposed fire.

B. Shade coverings shall only be erected, maintained, or occupied on any ocean beach, bay beach, public park adjacent to an ocean or bay beach, or tideland during daytime hours (6:00 a.m. to 7:00 p.m.) and only when a responsible person is present in the immediate vicinity.

C. A shade covering shall be immediately removed during hazardous weather conditions, high wind advisories, emergency operations, or when otherwise directed by

a fire official, lifeguard, law enforcement officer, or other authorized City personnel for public safety reasons.

D. Any shade covering that violates subsections A (7) through A (10) or C of this section, shall be immediately relocated at the request of a fire official, lifeguard, law enforcement officer, or other authorized City personnel. Failure to immediately comply with a request to relocate shall constitute a violation of this section.

E. For purposes of this section the term “shade covering” shall include any umbrella, canopy, or other shade structure.

Section 5: The recitals provided in this ordinance are true and correct and are incorporated into the substantive portion of this ordinance.

Section 6: If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases may be declared invalid or unconstitutional.

Section 7: The City Council of the City of Newport Beach finds the introduction and adoption of this ordinance is exempt from environmental review under the California Environmental Quality Act (“CEQA”) pursuant to Section 15060(c)(2) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, which states that an activity is not subject to CEQA if “[t]he activity will not result in a direct or reasonably foreseeable indirect physical change in the environment”.

Section 8: Except as expressly modified in this ordinance, all other sections, subsections, terms, clauses and phrases set forth in the Newport Beach Municipal Code shall remain unchanged and shall be in full force and effect.

Section 9: The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. The City Clerk shall cause the ordinance, or a summary thereof, to be published pursuant to City Charter Section 414 and shall become final thirty (30) days after adoption.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 10th day of February 2026, and adopted on the 24th day of February 2026, by the following vote, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

_____
Lauren Kleiman, Mayor

ATTEST:

_____
Lena Shumway, City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
Aaron C. Harp, City Attorney

CITY OF

NEWPORT BEACH

City Council Staff Report

February 10, 2026
Agenda Item No. 4

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	David A. Webb, Public Works Director - 949-644-3311, dawebb@newportbeachca.gov
PREPARED BY:	Charles Springer, Senior Management Analyst - 949-718-3466, cspringer@newportbeachca.gov
TITLE:	Ordinance No. 2026-1: Amending Chapter 12.62 (Temporary Street Closure) and Chapter 12.63 (Solid Waste Management) of the Newport Beach Municipal Code Related to Solid Waste Hauling

ABSTRACT:

For the City Council's consideration is the second reading and the adoption of Ordinance No. 2026-1. The ordinance addresses and/or updates definitions, changes exclusion and eligibility language, and provides enforcement authority for temporary street closure permits. Ordinance No. 2026-1 was introduced and considered at the City Council's regular meeting on January 27, 2026.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Conduct a second reading and adopt Ordinance No. 2026-1, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Chapter 12.62 (Temporary Street Closure) and Chapter 12.63 (Solid Waste Management) of the Newport Beach Municipal Code Related to Solid Waste Hauling.*

DISCUSSION:

At its January 27, 2026, the City Council introduced and passed to second reading Ordinance No. 2026-1 in response to a recommendation by the City Council's Ad Hoc Refuse Committee (Committee). The staff report addressed concerns raised by the Committee about commercial franchise system access, self-hauling flexibility and detailed proposed changes to Newport Beach Municipal Code Chapters 12.62 (Temporary Street Closure) and 12.63 (Solid Waste Management). Ordinance No. 2026-1 enhances the City of Newport Beach's ability to enforce the requirements of Chapter 12.62 by including grounds for permit revocation in specific instances. The ordinance, if approved, would also update Chapter 12.63 by providing an avenue for notification/education of prospective haulers to become City-approved commercial

franchise haulers. It also includes an exclusion for City and other public agency construction projects from required use of City commercial franchise haulers.

FISCAL IMPACT:

There is no fiscal impact related to this item.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENT:

Attachment A – Ordinance No. 2026-1

ORDINANCE NO. 2026-1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING CHAPTER 12.62 (TEMPORARY STREET CLOSURE) AND CHAPTER 12.63 (SOLID WASTE MANAGEMENT) OF THE NEWPORT BEACH MUNICIPAL CODE RELATED TO SOLID WASTE HAULING

WHEREAS, Section 200 of the City Charter, of the City of Newport Beach ("City"), vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the Charter and the State Constitution, and the power to exercise, or act pursuant to any and all rights, powers, and privileges, or procedures granted or prescribed by any law of the State of California ("State");

WHEREAS, pursuant to Article XIII of the City Charter, Chapter 12.63 (Solid Waste Management) of the Newport Beach Municipal Code ("NBMC"), and California Public Resources Code Sections 40059, 49300, and 49500, *et seq.*, the City is authorized to grant franchises via ordinance and enter into non-exclusive franchise agreements for commercial franchise services with private solid waste haulers;

WHEREAS, the City Council adopted a model non-exclusive commercial solid waste franchise agreement in 2017 that was updated in 2019 to meet the State's mandated solid waste diversion requirements for private solid waste haulers and, thereafter, entered into franchise agreements with a number of commercial solid waste franchise haulers;

WHEREAS, the California Integrated Waste Management Act of 1989 codified in the California Public Resources Code Section 40000, *et seq.*, as amended, mandates local governments divert solid waste, with the diversion requirements increasing from 25% when initially enacted to a goal of 50% in 2025;

WHEREAS, the City continues to consider ways to meet the State mandated diversion requirements;

WHEREAS, the Refuse Ad Hoc Advisory Committee is addressing ways to improve solid waste handling services, including meeting diversion requirements and facilitating legal operation of franchise hauling within the City; and

WHEREAS, the City Council desires to amend various provisions of Chapter 12.62 (Temporary Street Closure) and Chapter 12.63 (Solid Waste Management) of the NBMC as provided herein.

NOW THEREFORE, the City Council of the City of Newport Beach ordains as follows:

Section 1: The provisions of Chapter 12.62 (Temporary Street Closure) and Chapter 12.63 (Solid Waste Management) of the NBMC, as set forth in Exhibit A, which is attached hereto and incorporated herein by reference, are hereby amended.

Section 2: The recitals provided in this ordinance are true and correct and are incorporated into the substantive portion of this ordinance.

Section 3: If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 4: The City Council finds the introduction and adoption of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 5: Except as expressly modified in this ordinance, all other sections, subsections, terms, clauses and phrases set forth in the Newport Beach Municipal Code shall remain unchanged and shall be in full force and effect.

Section 6: The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. The City Clerk shall cause the ordinance, or a summary thereof, to be published pursuant to City Charter Section 414.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 27th day of January, 2026, and adopted on the 10th day of February, 2026, by the following vote, to-wit:

AYES:_____

NAYS: _____

ABSENT: _____

_____
Lauren Kleiman, Mayor

ATTEST:

_____
Lena Shumway, City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
Aaron C. Harp, City Attorney

Attachment(s): Exhibit A – NBMC Chapters 12.62 and 12.63 Amendments

EXHIBIT A

NBMC CHAPTERS 12.62 AND 12.63 AMENDMENTS

1. Section 12.62.030 (Issuance of Permit) of the Newport Beach Municipal Code is amended to read as follows:

12.62.030 Issuance of Permit.

The City Manager may issue a permit if the City Manager determines that the granting of the application for the time and location requested will not unreasonably inconvenience the public, create unusual traffic or policing problems, or interfere with the peace and quiet of the surrounding neighborhood. If the City Manager determines not to issue a permit, the City Manager may either deny the same or refer the application to the City Council for a decision. If the City Manager decides to not issue the permit, the City Manager shall notify the applicant in writing, in the manner provided in Section 1.08.080, of the City Manager's decision to deny the permit and of the right to appeal said decision to the City Council or, if the matter is referred to the City Council, the date, time and location the application will be considered by the City Council.

If the City Manager issues a permit, the City Manager may impose such conditions in connection with its issuance as the City Manager deems reasonably necessary to ensure that the activity or special event will be conducted in an orderly manner with a minimum of inconvenience to the public. In addition, the City Manager may require that the permittee provide:

A. Insurance, which types and amounts shall be determined by the Risk Manager.

B. A security deposit to be used to reimburse the City for all extraordinary costs resulting from the activity or special event, such as placing and removing barricades, extra traffic control or police protection, and street sweeping and cleanup.

In addition to any fine or penalty that may be imposed pursuant to any provision of this Code, the City Manager may revoke a temporary street closure permit on the following grounds:

1. The permittee has ceased to meet the conditions of the permit;

2. The permit holder has provided false information or made a misrepresentation of a material fact in the application for the permit; or

3. The street closure permit activity creates a public nuisance that constitutes a health or safety hazard.

2. Section 12.62.040 (Appeal and Call for Review) of the Newport Beach Municipal Code is amended to read as follows:

12.62.040 Appeal and Call for Review.

If an applicant is aggrieved by any action or failure to act upon the part of the City Manager in issuing, failing to issue, suspending or revoking any permit under this chapter, such applicant may appeal to the City Council by filing with the City Clerk and paying the fee, established by resolution of the City Council within the timeframes specified below, a statement addressed to the City Council setting forth the facts and circumstances regarding the action or failure to act on the part of the City Manager. A member of the City Council, in their official capacity, may call for review any action of the City Manager in issuing, failing to issue, suspending, or revoking any permit under this chapter for the purpose of bringing the matter in front of the entire body for review. A call for review shall be filed with the City Clerk on a form provided by the Clerk. The City Clerk shall notify the applicant in writing by certified mail of the time and place set for hearing his appeal or call for review. The City Council, at its next regular meeting, held not less than five (5) days from the date on which such appeal or call for review shall have been filed with the City Clerk shall hear the applicant, the City Manager, and all relevant evidence. The City Council may sustain, overrule, or modify the action of the City Manager, and the decision of the City Council shall be final as to the City but subject to judicial review pursuant to California Code of Civil Procedure Section 1094.5.

The right to appeal or call an item for review regarding the denial, suspension or revocation of any permit required by this chapter shall terminate upon the expiration of fifteen (15) days following the notification of the applicant of the action of the City Manager and of the right to appeal such action to the City Council, which notice shall be served in the manner provided in Section 1.08.080.

3. The definitions of "Back-haul," "Back hauler," "Permitted processing facility," "Self-hauler," and "Small hauler" are added and definitions of "Collect," "Commercial premises," and "Container" are amended in Section 12.63.020 (Definitions) of the Newport Beach Municipal Code to read as follows:

"Back haul" means generating and transporting organic waste or retail waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66).

"Back hauler" means a person that back hauls.

"Collect" or "collection" means the operation of gathering together and/or transporting by means of a motor vehicle, trailer, or other means, any solid waste or recyclable material.

"Commercial premises" means all occupied real property in the City including, without limitation, multi-unit residential developments (including housing projects containing or consisting of four (4) or more attached units, whether apartment houses, condominiums, or mixed use projects, mixed use condominiums and rental housing, and which use commercial solid waste containers), wholesale or retail establishments, restaurants, other food establishments, bars, stores, shops, offices, mechanized manufacturing facilities, repair, research and development or professional services, sports or recreational facilities, industrial facilities, and construction and demolition sites; but shall not include property occupied by governmental agencies which do not consent to their

inclusion, and residential premises which receive solid waste collection services using residential solid waste containers.

"Container" means any vessel, tank, receptacle, box, bin, or cart used or intended to be used in the storage or collection of recyclable materials or in the process of recycling, or for the purpose of holding solid waste for storage or collection.

"Permitted processing facility" means a processing facility for diverted materials that holds all required Federal, State, and local permits and is operating in accordance with all permit requirements. A permitted processing facility includes, but is not limited to, materials recovery facilities (clean MRFs), mixed waste processing materials recovery facilities (dirty MRFs), composting facilities, anaerobic digestion facilities, publicly owned treatment works that accept food scraps and/or bioengineered feedstock for digestion, and processing facilities for construction and demolition debris.

"Self hauler" means a person that transports solid waste he or she has generated to a permitted processing facility. Self hauler also includes a person who back hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66).

"Small hauler" means a property owner or lessee that transports a de minimis amount, which is defined as not greater than fifty (50) cubic feet, of solid waste generated from a home or commercial renovation or construction project that does not require a building permit at the property owned or leased by him or her.

4. Section 12.63.080 (Required Findings) of the Newport Beach Municipal Code is amended to read as follows:

The City Council shall approve or conditionally approve an application for a franchise if, on the basis of the application, information materials, and testimony submitted, the City Council finds:

A. That the application complies with this chapter;

B. That the applicant or any person responsible for the management of the entity submitting the application has not within the past three years: (1) had a franchise for commercial solid waste handling services terminated by the City; and/or (2) received two (2) or more administrative citations within the past twelve (12) months for operating a solid waste enterprise within the City without a franchise;

C. That awarding the franchise is in accord with the objectives of this chapter;

D. That granting of such franchise will not, under the circumstances of the particular case, materially affect adversely the health or safety of persons residing or working in the City or be materially detrimental to the public welfare or injurious to property or public improvements; and

E. That the applicant has sufficient experience, equipment or recycling plan to safely comply with the requirements of the franchise agreement.

5. Section 12.63.150 (Exclusions) of the Newport Beach Municipal Code is amended to read as follows:

A. Gardener's Exclusion. No provision of this chapter shall prevent a gardener, tree trimmer or person providing a similar service from collecting yard waste, as an incidental portion of providing such gardening, tree trimming or similar service.

B. Commercial Recycler Exclusion for Source-Separated Recyclables. No provisions of this chapter shall prevent a recycling business from contracting to collect source-separated recyclables that are donated or sold to that recycling business by a commercial enterprise. "Source-separated recyclables" within the meaning of this subsection means recyclables which have been separated by a commercial business on its premises from solid waste for the purpose of sale or donation, which have not been mixed with or contain more than incidental or minimal solid waste, and which do not have a negative market value inclusive of collection, transportation, and disposition costs. This exclusion does not apply if the material collected is hauled for a net fee. Any recycling business qualifying for the exclusion shall meet all other requirements to operate in the City, including, but not limited to, a business license.

C. Back hauler, Self hauler, and Small hauler Exclusion. No provision of this chapter shall apply to a back hauler, self hauler, or small hauler that meets the strict definition as those terms are defined in Section 12.63.020 (Definitions). Under no circumstances may a back hauler, self hauler, or small hauler collect, transport or dispose of solid waste that has not been generated by them and/or does not legally belong to them. All solid waste must be handled, diverted and disposed of in a manner compliant with all Federal, State, or local laws related to solid waste handling and disposal. This exclusion shall not apply to any person that has obtained a building permit and is required to pay the demolition deposit under Section 15.02.085. Any person qualifying for this exclusion shall meet all other applicable requirements to operate in the City.

D. Capital Improvement Project Exclusion. The provisions of this chapter shall not apply to solid waste handling services on a Federal, County of Orange, State of California, or City capital improvement project provided that the contractor complies with all Federal, State, and local requirements related to handling and disposal of solid waste.

CITY OF

NEWPORT BEACH

City Council Staff Report

February 10, 2026
Agenda Item No.5

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Sean Levin, Recreation and Senior Services Director - 949-644-3151, slevin@newportbeachca.gov
PREPARED BY:	Matt Dingwall, Recreation Supervisor - 949-644-3152, mdingwall@newportbeachca.gov
TITLE:	Resolution No. 2026-09: Waiving City Council Policy B-8 to Permit the Pacific Coast Triathlon on Sunday, September 13, 2026

ABSTRACT:

The Pacific Coast Triathlon is one of Southern California's largest and longest-running triathlon events, held annually at Crystal Cove State Park and along Pacific Coast Highway since 1997. Five Point Events, the event organizer since 2017, is requesting City Council approval to waive Council Policy B-8 to allow the 2026 event to occur on September 13, 2026, which falls within the City's summer special event restriction period. If approved, the draft resolution would waive the policy limitation and allow the event to proceed through the City's special event permit review process, including submittal of required supplemental materials such as the race map, event schedule, and street closure plan. California State Parks has indicated it will permit use of Crystal Cove State Park for the proposed date, pending City Council action.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Adopt Resolution No. 2026-09, *A Resolution of the City Council of the City of Newport Beach, California, Waiving Council Policy B-8 to Permit Five Point Events to Hold the Pacific Coast Triathlon During Summer, Defined as June 15 Through September 15, on Sunday, September 13, 2026*.

DISCUSSION:

The Pacific Coast Triathlon is one of Southern California's largest and longest-running triathlon events. Since its inception in 1997, the multi-stage endurance race, held at Crystal Cove State Park and on Pacific Coast Highway, has featured swimming, cycling and running. Five Point Events, an endurance race event company based in Menifee, CA, has successfully hosted the Pacific Coast Triathlon since 2017. With over 800 attendees in 2025, the event regularly generates meaningful economic impact and showcases Newport Beach as a premier destination for endurance sports.

Historically, the Pacific Coast Triathlon is held on the third Sunday in September. Due to scheduling conflicts with other regional race and walk events, Five Point Events is requesting that the City Council waive Council Policy B-8 to allow the 2026 Pacific Coast Triathlon to take place on the second Sunday of the month, September 13, 2026. Council Policy B-8 states "Races, running events, walking events and other athletic contests/ events using City public property shall not be conducted during the summer (June 15 through September 15)." If adopted, the resolution would waive Council Policy B-8 to allow the 2026 Pacific Coast Triathlon to occur during the summer, defined as June 15 through September 15, and move forward through the special event permit review process.

As part of the special event permitting process, Five Point Events is required to submit supplemental materials, including a race map, schedule of events, and list of street closures with its special event permit application for review and approval by City of Newport Beach staff. California State Parks staff have agreed to permit use of Crystal Cove State Park for the event on September 13, pending City Council approval.

FISCAL IMPACT:

There is no fiscal impact related to this item.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENTS:

Attachment A – Letter from Pacific Coast Triathlon
Attachment B – Resolution 2026-09
Attachment C – Council Policy B-8

ATTACHMENT A

Pacific Coast Triathlon

December 17, 2025

Delivered Via Electronic Mail-: mdingwall@newportbeachca.gov

Dear City of Newport Officials, Members and Supporters,

I hope this message finds you well. I am writing to respectfully request the City of Newport Beach's consideration and support in securing **Sunday, September 13, 2026**, as the event date for the **Pacific Coast Triathlon**.

As one of the region's largest and longest-running triathlon events, the Pacific Coast Triathlon consistently attracts a significant number of athletes, families, and spectators to Newport Beach. The event generates meaningful economic impact for local hotels, restaurants, and businesses, while also showcasing the City as a premier destination for endurance sports. Maintaining a strong position on the event calendar is essential to the continued sustainability and success of the race.

We are currently facing several notable scheduling challenges in late September 2026. The **Zuma Beach Triathlon**, another large-scale event with a similar participant base, is scheduled for **September 20, 2026**. Due to the overlap in athlete demographics, this close proximity would likely draw participants, sponsors, and funding away from the Pacific Coast Triathlon. Additionally, the **Susan G. Komen Walk** is tentatively scheduled for **September 26, 2026**, further contributing to congestion in the event calendar and increased competition for shared resources.

For these reasons, securing **September 13, 2026**, would allow the Pacific Coast Triathlon to remain viable while continuing to deliver strong economic and community benefits to the City of Newport Beach and the surrounding area. We deeply value our longstanding partnership with the City and remain committed to producing a safe, well-organized, and community-focused event that reflects positively on Newport Beach.

Thank you very much for your time, consideration, and continued support. Please do not hesitate to contact me should you require any additional information or wish to discuss this request further.

Warm regards,

Renee Wierz | Race Director for the Pacific Coast Triathlon

RESOLUTION NO. 2026- 9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, WAIVING COUNCIL POLICY B-8 TO PERMIT THE PACIFIC COAST TRIATHLON ON SUNDAY, SEPTEMBER 13, 2026

WHEREAS, the Pacific Coast Triathlon ("Triathlon"), regularly held on the third Sunday in September on Pacific Coast Highway at Crystal Cove State Park, began in 1997 and is one of Southern California's largest and longest-running triathlon events;

WHEREAS, a special event permit application was filed by Five Point Events ("Applicant"), an endurance race event company based in California, which has successfully hosted the Triathlon for the past 10 years, showcasing Newport Beach as a premier destination for endurance sports and drawing over 800 attendees annually;

WHEREAS, the Applicant requests the City Council waive Council Policy B-8 (Bike, Foot Race and Surf Contest Event) ("Council Policy B-8") to allow the 2026 Triathlon to take place on September 13, 2026, the second Sunday of the month, due to scheduling conflicts with other race/walk events in Southern California;

WHEREAS, Council Policy B-8 limits races, running events, walking events and other athletic contests/events using City public property from being conducted during the summer, defined as June 15 through September 15; therefore, waiver of Council Policy B-8 would allow for the Triathlon to take to take place on September 13, 2026;

WHEREAS, California State Parks staff have agreed to permit use of Crystal Cove State Park for the Triathlon on Sunday, September 13, 2026, if the waiver of Policy B-8 is approved; and

WHEREAS, approval of this waiver, in its entirety, would allow the Applicant to move forward with the special event permit review process.

NOW, THEREFORE, the City Council of the City of Newport Beach resolves as follows:

Section 1: The City Council does hereby waive Council Policy B-8 to permit the Triathlon to be held on Sunday, September 13, 2026. As part of the special event permitting process, the Applicant is required to submit supplemental materials with the special event permit application for City Staff review and approval, including, but not limited to, a race map, schedule of events, and map of street closures.

Section 2: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 3: If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 4: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 5: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

ADOPTED this 10th day of February, 2026.

_____
Lauren Kleiman
Mayor

ATTEST:

_____
Lena Shumway
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
Aaron C. Harp
City Attorney

ATTACHMENT C

BIKE, FOOT RACE AND SURF CONTEST EVENT POLICY

The purpose of this policy regarding the use of City Public Property and beaches for conducting bicycle events, running events, surf contests and other athletic contests is to minimize the inconvenience to City residents, and to eliminate any potential City liability for injuries resulting from the event. All bicycle events, running events, surf contests or events and similar athletic contests/events shall be required to secure a Special Event Permit, comply with all of the conditions to the permit, and comply with the provisions of this Policy. Races, running events, walking events and other athletic contests/events using City public property shall not be conducted during the summer (June 15 through September 15). No more than twelve (12) such events shall be permitted during any calendar year and not more than four (4) in one geographical area in one year.

The person or entity primarily responsible for administering the event must prove their ability to pay for all required City safety and maintenance services prior to issuance of any permit. Proof of ability to pay for these services shall be in the form of a cash deposit, bond, or similar instrument. The permittee shall, prior to the event, provide the City with evidence of insurance, with the City named as an additionally insured, with minimum coverage of one (1) million dollars per occurrence unless the City Risk Manager determines that due to the circumstances surrounding the event, more insurance coverage is necessary.

No permit shall be issued for any race, running event, surf contest or athletic contest/event which is sponsored or financially supported by a tobacco or alcohol company and no alcohol or tobacco shall be permitted to be dispensed or available in the event there are participants under the age of 21. Nor will any signage promoting alcohol or tobacco company be allowed to be displayed at the contest/event.

As stewards of public access to the coast it is the City's policy to keep the beaches open to the general public and not permit exclusive use or events unless sponsored or organized by the City. Surf, surf-related and sandcastle contests are the only events permitted using City beaches and shall not be conducted during Memorial Day weekend or summer (June 15 - September 15).

Surf Contests and League Competitions

No more than eight (8) surf or surf related commercial events and/or events determined to need a Special Event Permit shall be permitted on or near the beach during any calendar year and events shall be scheduled at least three (3) weeks apart. All Surf competitions, no matter what the size, are required to register with the Recreation & Senior Services Department a minimum of one month prior to the scheduled event in order to receive approval for use of the requested location and event dates.

Non-commercial, low impact surf contests put on by non-profit groups and/or local schools can apply for event approval by completing a Surf Contest/Activity Registration Form. There is no fee for registration of a surf contest, only for the Special Event Permit, if needed. All responsible parties must be able to provide upon request proof of a valid registration approval during the hours of the surf contest. Only non-profit groups will be considered.

Surf contest permits will be granted for specific dates only. No more than one surf contest will be scheduled per day. Surf contest permits do not allow for the exclusive use of the ocean or contest area and are always subject to blackball rules and regulations. There can only be a maximum of six (6) commercial contests at any one location per calendar year. The Fire Department determines acceptable locations for surf contests.

Local surf league competitions are required to submit a Contest/Activity Registration Form a minimum of one month prior to the scheduled match. Schools are to coordinate and agree to league competition dates prior to submittal collectively by June 1 each year to be considered for priority. League competitions are limited up to two (2) pre-season and five (5) league "home" competition events, with one home league competition per week per school. Up to seven (7) total per school per year.

No more than two surf league competitions per week will be considered, with emphasis placed on coordinating schedules to hold one per week when possible. If two surf league competitions are scheduled in the same week, they must be at different locations on the beach. Schools shall make every effort to coordinate alternating home league competitions to achieve this. League competitions are limited to the morning hours of 6:30-8:30 a.m. and shall not be conducted during Memorial Day weekend or summer (June 15 -September 15).

History

Adopted I-21 – 2-14-1983
Amended I-21 – 11-14-1983
Amended I-21 – 9-22-1986
Amended I-21 – 1-24-1994 (changed to I-8)
Amended I-8 – 7-25-2000
Amended I-8 – 4-8-2003 (changed to B-8)
Amended B-8 – 4-13-2004
Amended B-8 – 9-13- 2005
Amended B-8 – 9-27-2011
Amended B-8 – 11-14-2023

CITY OF

NEWPORT BEACH

City Council Staff Report

February 10, 2026
Agenda Item No. 6

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Jaime Murillo, Community Development Director - 949-644-3209, jmurillo@newportbeachca.gov
PREPARED BY:	Liz Westmoreland, AICP, Principal Planner - 949-644-3234, lwestmoreland@newportbeachca.gov Joselyn Perez, Senior Planner - 949-644-3312, jperez@newportbeachca.gov
TITLE:	Resolution No. 2026-10: Initiating General Plan, Local Coastal Program, and Newport Beach Municipal Code Amendments to Implement Recommendations from the Corona del Mar Commercial Corridor Study (PA2024-0002)

ABSTRACT:

On August 22, 2023, the City Council directed staff to return with an item to study land use and parking within the Corona del Mar (CdM) commercial corridor pursuant to Council Policy A-1. Following a September 26, 2023 discussion of study objectives, staff issued a competitive Request for Proposals and, on June 11, 2024, the City Council approved an agreement with Dudek to prepare the CdM Study. Over the following year, the consultant team documented existing conditions, evaluated comparable Southern California "main street" case studies, conducted extensive community outreach, and developed recommendations to support a reinvigorated and walkable CdM commercial corridor while balancing parking needs and minimizing impacts to nearby neighborhoods. At a November 4, 2025 City Council study session, staff presented the study findings and recommended actions, and the City Council expressed support for all recommendations. This staff report requests that the City Council initiate a comprehensive set of amendments to the City's General Plan and Local Coastal Program (including the Coastal Land Use Plan) and directs staff to begin developing corresponding amendments to the Newport Beach Municipal Code, for future review by the Planning Commission and City Council. Any Local Coastal Program amendments would require certification by the California Coastal Commission prior to becoming effective.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15262 (Feasibility and Planning Studies) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3; and

b) Adopt Resolution No. 2026-10, *A Resolution of the City Council of the City of Newport Beach, California, Initiating Amendments to the General Plan, Local Coastal Program,*

and Newport Beach Municipal Code to Implement the Recommended Actions from the Corona del Mar Commercial Corridor Study (PA2024-0002).

DISCUSSION:

At the City Council meeting on August 22, 2023, Mayor Lauren Kleiman requested that a study of land use and parking within the Corona del Mar (CdM) commercial corridor be placed on a future agenda pursuant to Council Policy A-1. The City Council unanimously supported the request and directed staff to return with an item for consideration.

On September 26, 2023, staff returned to the City Council to discuss the scope and objectives of a potential study. During that discussion, the City Council expressed interest in exploring opportunities to foster a reinvigorated and vibrant CdM commercial corridor with enhanced walkability and stronger connectivity to other villages, while carefully balancing the parking needs of businesses, visitors and others so that nearby residents are not unfairly burdened.

In response to this direction, staff issued a Request for Proposals (RFP) seeking qualified firms to assist the City with preparation of the CdM Study and development of a "community plan" or other appropriate planning document for the CdM commercial corridor. Through the competitive RFP process, Dudek emerged as the highest-ranked consultant and the firm best positioned to advance the City's objectives. On June 11, 2024, the City Council approved a professional services agreement with Dudek to conduct the CdM Study.

Over the following year, Dudek worked closely with City staff to document existing conditions within the Project Area, evaluate three successful "main street" case studies in Southern California, conduct extensive community outreach, and develop a set of comprehensive recommendations for the CdM commercial corridor.

At a City Council study session on November 4, 2025, staff presented the findings of the CdM Study and the recommended actions, including:

- Revising existing land use permitting requirements;
- Creating development standards tailored specifically to CdM;
- Allowing mixed-use development;
- Prohibiting certain uses;
- Implementing design guidelines;
- Waiving or reducing parking requirements for restaurants;
- Promoting outdoor dining on public and private property;
- Implementing a coordinated set of parking solutions to improve access to and management of existing parking supply;
- Installing vehicular and pedestrian signage;
- Improving bicycle infrastructure; and
- Enhancing infrastructure along Coast Highway to promote pedestrian and vehicle safety.

At the conclusion of the presentation, the City Council expressed support for all recommended actions. Implementation of the CdM Study recommendations will require a comprehensive set of amendments to the City's General Plan, Local Coastal Program (LCP), and provisions of the Newport Beach Municipal Code (NBMC). While the full scope of the necessary amendments will be refined through detailed analysis of applicable policies and code sections, the draft resolution provided as Attachment A initiates amendments to the General Plan, including but not limited to the Land Use Element, as well as the Coastal Land Use Plan (CLUP). Amendments to the NBMC will also be required, including but not limited to Title 5 (Business Licenses and Regulations), Title 12 (Vehicles and Traffic), Title 13 (Streets, Sidewalks and Public Property), Title 20 (Planning and Zoning), and Title 21 (Local Coastal Program Implementation Plan).

If the amendments are initiated, staff will conduct further analysis and develop specific amendments for consideration by the Planning Commission and City Council at future public hearings. Amendments to the City's LCP will also require certification by the California Coastal Commission before becoming effective.

FISCAL IMPACT:

There is no fiscal impact related to the initiation.

ENVIRONMENTAL REVIEW:

The initiation of zoning, General Plan, and LCP amendments are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15262 (Feasibility and Planning Studies) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential to have a significant effect on the environment. No final action on any amendments will occur at this meeting and the initiation of the amendment does not have any legally binding effect upon future consideration of the amendments themselves. The City will conduct an environmental review prior to the consideration of approval of the amendments.

NOTICING:

The NBMC does not require notice for the initiation of amendments, however the agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item). Should the City Council initiate the amendments, public notice will be provided for subsequent public hearings before the Planning Commission and the City Council, as required by the NBMC.

ATTACHMENTS:

Attachment A – Resolution No. 2026-10

Attachment A

Resolution No. 2026-10

RESOLUTION NO. 2026-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, INITIATING AMENDMENTS TO THE GENERAL PLAN, LOCAL COASTAL PROGRAM, AND NEWPORT BEACH MUNICIPAL CODE TO IMPLEMENT THE RECOMMENDED ACTIONS FROM THE CORONA DEL MAR COMMERCIAL CORRIDOR STUDY (PA2024-0002)

WHEREAS, Section 200 of the City Charter ("Charter"), of the City of Newport Beach ("City"), vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the City Charter and the State Constitution, and the power to exercise, or act pursuant to any and all rights, powers, and privileges or procedures granted or prescribed by any law of the State of California;

WHEREAS, on August 22, 2023, the City Council unanimously voted in favor of placing on a future agenda, pursuant to the procedures outlined in Council Policy A-1, a study of land use and parking within the commercial corridor of Corona del Mar ("CdM");

WHEREAS, staff returned to the City Council on September 26, 2023, to present the objectives of the Corona del Mar Village Commercial Corridor Study ("CdM Study") and seek input on its content;

WHEREAS, the City Council expressed interest at that time in researching opportunities to create an active environment that enhances walkability and connectivity to other villages while balancing the parking needs of businesses, visitors, and others and minimizing undue impacts on residents;

WHEREAS, with direction from the City Council to proceed with the CdM Study, City staff entered into a Professional Services Agreement with consultant Dudek, Inc. ("Dudek") including assisting City staff with summarizing the existing conditions within the CdM commercial corridor ("Project Area"), evaluating three case studies of successful "main streets" in Southern California, performing community outreach, and preparing a series of recommendations for the Project Area;

WHEREAS, on November 4, 2025, staff presented the results of the CdM Study to the City Council and highlighted key recommendations generally related to land use, parking, and infrastructure improvements;

WHEREAS, at the conclusion of the presentation, the City Council expressed support for the following recommendations ("Recommendations"):

a. revising existing land use permitting requirements;
b. creating tailored development standards unique to CdM;
c. adding allowances for mixed-use development;
d. prohibiting certain uses;
e. implementing design guidelines;
f. waiving or reducing parking requirements for restaurants;
g. promoting outdoor dining on public and private property;
h. implementing a suite of parking solutions to provide better access to and management of existing parking supply;
i. installing vehicular and pedestrian signage;
j. improving bicycle infrastructure; and
k. designing infrastructure for Coast Highway to promote pedestrian and vehicle safety;

WHEREAS, pursuant to the authority vested by the Charter, the City Council has enacted ordinances with respect to municipal affairs which are set forth in the Newport Beach Municipal Code ("NBMC");

WHEREAS, Section 20.66.020 (Initiation of Amendment) of NBMC provides that the City Council may initiate an amendment to Title 20 (Planning and Zoning) of the NBMC with or without a recommendation from the Planning Commission;

WHEREAS, Council Policy K-1 (General Plan and Local Coastal Program) requires amendments to the City's General Plan and certified Local Coastal Program ("LCP"), including the Coastal Land Use Plan and those provisions codified in NBMC as Title 21 (Local Coastal Program Implementation Plan) to be initiated by the City Council; and

WHEREAS, the City Council desires to amend the General Plan, the LCP, and various pertinent titles of the NBMC to allow for the implementation of the Recommendations from the CdM Study.

NOW, THEREFORE, the City Council of the City of Newport Beach resolves as follows:

Section 1: The City Council hereby initiates amendments to the General Plan, including but not limited to, the Land Use Element; the Coastal Land Use Plan; and the NBMC, including but not limited to Title 5 (Business Licenses and Regulations), Title 12 (Vehicles and Traffic), Title 13 (Streets, Sidewalks and Public Property), Title 20 (Planning and Zoning) and Title 21 (Local Coastal Program Implementation Plan) to implement the Recommendations from the CdM Study.

Section 2: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 3: If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 4: The City Council finds the adoption of this resolution is categorically exempt pursuant to Title 14, Division 6, Chapter 3, Section 15262 (Feasibility and Planning Studies) Guidelines for Implementation of the California Environmental Quality Act. Section 15262 exempts projects involving feasibility or planning studies for possible future actions which the agency, board, or commission has not approved or adopted.

Section 5: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

ADOPTED this 10th day of February 2026.

_____
Lauren Kleiman
Mayor

ATTEST:

_____
Lena Shumway
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
Aaron C. Harp
City Attorney

CITY OF

NEWPORT BEACH

City Council Staff Report

February 10, 2026
Agenda Item No. 7

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Jaime Murillo, Community Development Director - 949-644-3209, jmurillo@newportbeachca.gov
PREPARED BY:	Benjamin M. Zdeba, AICP, Planning Manager - 949-644-3253, bzdeba@newportbeachca.gov
TITLE:	General Plan Update Steering Committee (GPUSC) Bi-Monthly Update to the City Council and Resolution No. 2026-11: Dissolving the GPUSC and GPAC

ABSTRACT:

Since the previous update to the City Council in September 2025, the General Plan Update Steering Committee (GPUSC) and the General Plan Advisory Committee (GPAC) each held two meetings, the GPAC Noise Subcommittee held two public meetings, and the GPUSC and GPAC held two special joint meetings. There were also two community open house events in October 2025 and a presentation at the District 1 Town Hall in November 2025 to continue raising awareness of the effort and encourage community member input. The various draft Elements were also on nine separate agendas for City of Newport Beach boards, commissions and committees to provide their input. At the special joint meeting in December 2025, GPUSC and GPAC members provided guidance on final edits to the draft General Plan Update. At the special joint meeting in January 2026, GPUSC and GPAC members voted to move the revised draft forward for consideration by the various City boards, commissions and committees, and ultimately, the City Council.

With these recent actions, the GPUSC/GPAC Draft General Plan Update is considered complete and represents the work from a combined 57 public meetings with 47 additional meetings of the various GPAC subcommittees. For the City Council's consideration is a resolution to dissolve the GPUSC and GPAC.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Receive and file the report; and

c) Adopt Resolution No. 2026-11, *A Resolution of the City Council of the City of Newport Beach, California, Dissolving the General Plan Update Steering Committee and the General Plan Advisory Committee*.

DISCUSSION:

The GPUSC is chaired by Nancy Gardner with Phillip Brown and Kimberly Carter as members. The primary purpose of the GPUSC is to guide the 24-member GPAC and to report to the City Council. The City's dedicated website for the General Plan Update is https://www.newportbeachca.gov/gpupdate. It provides information on the progress made and upcoming events, as well as opportunities for community input and engagement.

Attachment A to this report was prepared by GPUSC Chair Gardner and summarizes some of the notable recent progress made by both committees. Below is a list and recap of each meeting held since the September 2025 update to the City Council.

Recap of the September 16, 2025, GPAC Meeting

- Between this meeting and the meeting on August 6, 2025, the Land Use Subcommittee and Noise Subcommittee both convened. A summary of the Subcommittee meetings and the GPAC's related actions follows.

    - The Land Use Subcommittee reconvened on July 24, 2025, and met again on August 11 and August 27. Under the guidance of Subcommittee Chair Susan DeSantis, the Subcommittee wrapped up review of the initial draft Land Use Element and, across its three meetings, provided productive and direct feedback on several topic areas that need to be revised. Notably, the Subcommittee supported sharing a revised draft with the full GPAC at this meeting. After some discussion at the GPAC meeting, the GPAC supported moving the initial draft Element forward for review and concurrence by the GPUSC.

    - The Noise Subcommittee met on September 15, 2025, and made progress reviewing an initial draft of the refreshed Noise Element under the guidance of Subcommittee Chair Jim Mosher. While there was no formal action of the GPAC on the Noise Element at this meeting, Subcommittee Chair Mosher provided a brief verbal update on the progress made and direction forward. The GPAC supported the Subcommittee's efforts.

- Lastly, City staff provided an update on upcoming deliverables and next steps.

Recap of the September 24, 2025, GPUSC Meeting

- The GPUSC reviewed the actions of the GPAC at its meetings on August 6, 2025, and September 16, 2025, highlighting the initial drafts of the Safety Element and the Land Use Element. After brief comments, the GPUSC unanimously voted to concur with the GPAC's work efforts and to move the drafts along to the responsible City boards, commissions and committees for additional review and input.

- Lastly, City staff provided an update on upcoming deliverables and the next steps.

Recap of the November 5, 2025, GPAC Meeting

- Between this meeting and the prior meeting on September 16, 2025, the Noise Subcommittee convened. A summary of the Subcommittee meeting and the GPAC's related actions follows.

    - The Noise Subcommittee met on October 21, 2025, to review a revised draft of the refreshed Noise Element. The Subcommittee provided feedback and agreed to allow City staff to make some small revisions and to share the Element with the full GPAC for consideration. After some discussion at the GPAC meeting, the GPAC provided direction on some updates to make to the draft but supported moving it forward for review and concurrence by the GPUSC.

- Lastly, City staff provided an update on upcoming deliverables and the next steps.

Recap of the December 3, 2025, GPUSC Meeting

- The GPUSC reviewed the actions of the GPAC at its meeting on November 5, 2025, focusing on the initial draft refresh of the Noise Element. After brief comments, the GPUSC unanimously voted to concur with the GPAC's work efforts and to move the draft along for additional review and input.

- The GPUSC also requested City staff place an item on the January agenda for the special joint GPUSC and GPAC meeting to discuss and consider making a recommendation to the City Council that an ad hoc committee should be formed to assist in a more thorough review of Element implementation on a rolling basis.

Recap of the December 3, 2025, Special Joint GPUSC and GPAC Meeting

- Since the previous GPAC meeting on November 5, 2025, the formal public comment period on the draft General Plan Elements closed. City staff shared a table of 69 unique comments received from community members and a separate table of 56 comments received from City boards, commissions and committees. The GPUSC and GPAC reviewed the comments page by page and provided guidance to City staff on which changes to incorporate.

- The GPUSC and GPAC were also introduced to the first draft of the Implementation Programs and a new "Crosswalk Tool," which would provide implementation actions while serving as a checklist for better tracking and accountability. Both the GPUSC and the GPAC provided feedback on the drafts.

- City staff presented a recap of the achievements and progress made by the GPUSC and the GPAC in 2025, highlighting that the three-member GPUSC and the 24-member GPAC collaborated with assistance from City staff and the consulting firm Dudek to prepare drafts of eight General Plan Elements.

- Lastly, while working to determine the date for the next meeting in January 2026, GPUSC Chair Gardner informally polled the GPUSC and GPAC for the potential to make that meeting the last meeting of the committees. Most of those members present expressed support.

Recap of the January 21, 2026, Special Joint GPUSC and GPAC Meeting

- Since the previous special joint meeting on December 3, 2025, City staff worked to make the edits suggested by the GPUSC and the GPAC based on input received from the community and the various City boards, commissions and committees. The revised drafts were presented to the GPUSC and the GPAC for consideration in formally moving them forward as the final Draft GPUSC/GPAC General Plan Update. By a vote of 25 ayes to 1 nay, the GPAC and GPUSC voted to support the Draft moving forward for further consideration.

- Edits and refinements were also made to the Implementation Programs and the new Crosswalk Tool. City staff presented an overview covering the intent of these documents along with a highlight on the revisions made. By a vote of 24 ayes, 0 nays, and 1 abstention, the GPAC and GPUSC voted to support the format and structure of the Drafts.

- The GPUSC and GPAC discussed the potential for a new ad hoc committee to assist City staff in reviewing implementation of various General Plan Elements on a rolling basis. After some discussion, the GPAC and GPUSC unanimously voted to make such a recommendation to the City Council.

City Board, Commission, and Committee Meetings

City Arts Commission

- At the City Arts Commission meeting on September 11, 2025, Arts & Culture/Historical Resources Chair Arlene Greer joined City staff to introduce the draft Arts & Culture Element. The Commission opted to bring forward the formation of an ad hoc committee at its October meeting and requested City staff return with another presentation that would include the Historical Resources Element.

- At the Commission meeting on October 9, 2025, City staff reintroduced the Arts & Culture Element and introduced the Historical Resources Element. The Commission also formed an ad hoc committee to review the draft Elements.

- At the Commission meeting on November 13, 2025, the ad hoc committee presented its input for the full Commission's consideration. After some discussion, the Commission unanimously supported moving the input forward to the GPAC and GPUSC for consideration.

Board of Library Trustees

- The drafts of the Arts & Culture Element and the Historical Resources Element were previously introduced to the Board of Library Trustees at its meeting on August 18, 2025. At that meeting, the Board indicated that formal input would be provided by its October 2025 meeting and supported the drafts moving forward for public review concurrent with the Board's review.

- At its meeting on October 20, 2025, the Board briefly discussed the draft Elements and unanimously supported them without any comments.

Harbor Commission

- The draft Harbor, Bay and Beaches Element was previously introduced to the Harbor Commission at its meeting on August 13, 2025. At that meeting, the Commission noted that an ad hoc committee had already been formed in 2024 to help monitor and provide input on the General Plan Update. Although preliminary feedback was provided at this meeting, it was noted that the formal feedback would be forthcoming. The Harbor Commission supported the draft element moving forward for public review concurrent with the Commission's review.

- At its meeting on November 12, 2025, the ad hoc committee presented its input for full Commission discussion. With some additional comments incorporated, the Commission unanimously supported moving the input forward to the GPAC and GPUSC for consideration.

Parks, Beaches, and Recreation Commission

- The drafts of the Harbor, Bay, and Beaches Element, Natural Resources Element, and Recreation Element were previously introduced to the Commission at its meeting on August 5, 2025. At that meeting, the Commission indicated its intention to form an ad hoc committee for review and to provide comments by its October 2025 meeting but supported the drafts moving forward for public review concurrent with the Commission's review.

- At its meeting on September 2, 2025, the Commission formed an ad hoc committee to review the draft Elements.

- At the Commission meeting on October 7, 2025, the ad hoc committee presented its input for the full Commission's consideration. After some discussion, the Commission unanimously supported moving the input forward to the GPAC and GPUSC for consideration.

Planning Commission

- At the Planning Commission meeting on October 9, 2025, City staff introduced the drafts of the Land Use Element and the Safety Element. After a brief discussion, the Commission indicated that formal input would be provided at one of its meetings in November 2025 but supported the drafts moving forward for public review concurrent with the Commission's review.

- At its meeting on November 20, 2025, the Commission discussed the draft Elements and provided pointed feedback on a few goals and policies in the Land Use Element, directing City staff to share that feedback with the GPAC and GPUSC for consideration.

Outreach Updates

- In consultation with the GPAC, the GPAC Outreach Subcommittee, and the GPUSC, City staff facilitated one community open house and one virtual open house to showcase the draft General Plan Update. These events and their effectiveness are covered in Attachment B to this staff report.

- In 2025, the General Plan Update was advertised on the City's website and social media, as well as in Stu News, the Daily Pilot, and the City Manager's newsletter. Across those formats, 35,000 residents were reached and there were 3,700 unique visitors to the City's project website (https://www.newportbeachca.gov/gpupdate).

Dissolving the GPUSC and the GPAC

Since their formation in 2022, the GPUSC and the GPAC have collectively met 57 times at public meetings conducted in accordance with the Ralph M. Brown Act. In addition to those, the various subcommittees of the GPAC have combined to meet 47 times at public meetings. The invaluable work and guidance provided by community members serving on the committees has been concluded with their support of the GPUSC/GPAC Draft General Plan Update, which includes eight updated General Plan Elements.

Pursuant to City Council Resolution Nos. 2025-2 and 2025-3, which amended the GPUSC and the GPAC, the membership of both the GPUSC and the GPAC will expire at the first City Council meeting in February. As identified in the resolutions, the committees also terminate either when the General Plan Update is adopted or sooner with City Council action. Since there is no need for additional Committee meetings, it is most appropriate for the City Council to dissolve the GPUSC and GPAC by adopting Resolution No. 2026-4 (Attachment C). With their dissolution, City staff will continue bringing the various draft Elements forward for review by the City boards, commissions and committees. It is anticipated that the City Council will review and consider adopting the General Plan Update in April or May 2026.

FISCAL IMPACT:

There is no fiscal impact related to this item.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENT:

Attachment A – GPUSC Chair Gardner's Memo to the City Council
Attachment B – Phase Three Outreach Summary
Attachment C – Resolution No. 2026-11 Dissolving the GPUSC and GPAC

Attachment A

GPUSC Chair Gardner's Memo to the City Council

At the January meeting, GPAC approved a final draft of the General Plan. This will now go back to the relevant city commissions and committees for a final review before presentation to Council. Any comments from these groups will be provided in an addendum. While the committee did not review a full implementation plan it did approve the Crosswalk implementation format, noting that it is a more complete methodology than with the current General Plan, citing the specific department (s) responsible for implementation and a time line.

GPAC is suggesting a new committee. In reviewing the current General Plan it was found that there were a number of policies that had never been addressed. The proposal is for a small committee that would meet once a year and review one or two elements (not the Housing Element which staff reviews annually) and present a report to Council on any policies, the implementation of which were lacking. That way every element would be reviewed at least once every five years so there wouldn't be lapses such as the Bicycle Safety Master Plan that wasn't reviewed in the manner called for.

A point that has come up regularly is the suggestion that references to the housing allocation for Banning Ranch be removed since the new owners have stated in writing that there will be no housing on the property.

As GPAC is a Council-appointed group, it is up to Council to decide its future, but it was the general feeling of GPAC members (with an exception which I will discuss) that with the draft being approved their work was completed and the committee could be closed. Since GPAC members serve one-year terms, given the timing, this would eliminate the need to appoint or reappoint members. The one exception felt that there should be continuing oversight by GPAC. It is my opinion that staff can handle the next steps adequately. If Council feels there is a benefit from additional oversight I would suggest the Steering Committee can take that role.

I want to commend the GPAC members. Between GPAC and subcommittee meetings, town halls and open houses they have put in a lot of hours. There have been many lively discussions with a wide variety of perspectives, reflecting the diverse make up of GPAC which in turn reflects the diversity of the city. When the draft comes to you you will appreciate the work that has gone into it.

I also want to commend staff with special thanks to Ben Zdeba who has shepherded the process, scheduling and attending meetings, coordinating with consultants, and always making himself available to GPAC members and the general public, all of this under the strong guidance of Jaime Murillo.

Attachment B

Phase Three Outreach Summary

Newport, Together.

PHASE THREE OUTREACH SUMMARY

City of Newport Beach General Plan Update

Prepared by Kearns & West, in consultation with Dudek

JANUARY 2026

Land Use G
Accommodating Planned Housin
Opportunities, continued:
Goal 19: Balboa Island: A walkable, compact
residential, visitor-serving, and community
Goal 20: Newport Center/Fashion Island: A
downtown that supports residents, busin
Goal 21: West Newport Mesa: A live/wo
to key resources
Goal 22: Coyote Canyon: A community
the natural environment
Goal 23: Dover/Westcliff: A mixed-u
citywide resources
Guiding Future Change
Goal 24: Infrastructure that suppo
and improves existing developme
technologies
Goal 25: A prompt and efficient s
processing
Goal 26: Efficient use of land to c
support economic development
Goal 27: A city with healthy comm
Interagency Coordination
Goal 28: A City with mutually bene
and development
Goal 29: Sphere of Influence: A re
preserved for future generations
Provide Additional Feedbac
Land Use, Safety,
Harbor, Bay an
Beaches Elemen
Land Use Goals
dating Planned Housing and
ities
sing Opportunity Sites: A City with sufficient housing
es
2: Corridors that are compatible with surrounding uses,
l-designed and attractive, minimize traffic impacts, and
adequate parking
Corona del Mar: A pedestrian-oriented village serving as
f community commerce, culture, and social activity
rs' Mile: A corridor that reflects the Newport
orts and respects adjacent residential
hibits a high quality visual image
levard: A corridor of uses and services
and nearby residential neighborhoods
A gateway corridor with
st River Park, as well as
ocal residents and coastal visitors
with compatible residential
and complete community
of pedestrian-oriented
g, marine-related, reta
New
Toget
Development
Goal 1: A City that
decisions that a
Defi
Ge
als
What's N
Land Use and Ha
Bay and Beach
What We Heard
• Invest in beach and harbor infrastructure
• Improve docking access
• Increase public access to docks
• Promote tourism around the bay
• Expand summer trolley
• Prioritize essential amenities like schools, and community centers
• Integrate environmental considerations into urban planning, ensuring sustainable development
• Keep the beaches clean and accessible to the community
posed Updates
Use
• Consolidate element to streamline usability
• Emphasizes balanced communities to increa
access to essential amenities
• Improve tracking and transparency of develo
activity
• Align updates to city plans and processes wi
community vision
ay and Beaches
Protecting beaches, including beach access
Strategies to minimize displacement risks fro
hazards
A stronger emphasis on the harbor's economi
Fosters access to mooring opportunities
Additional Feedback!
New
Toge

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Newport, Together.

EXECUTIVE SUMMARY

The City of Newport Beach (City) continues its comprehensive General Plan Update process. This Plan is the second comprehensive revision for the City of Newport Beach and builds on many themes and strategies from the previous 2006 plan, while being responsive to new community needs, opportunities, and changes. The 2050 General Plan will serve as a framework for decision-making in Newport Beach over the next 25 years. The General Plan will be used by City Council, City staff, and the community as a keystone to guide decisions and align with city priorities.

The success of the General Plan Update relies on the involvement of community members, residents, property owners, and other interested parties in shaping and forming the vision, goals, and policies of the General Plan. The City is committed to conducting a transparent, inclusive, and meaningful planning process that values community input at every key phase of the update. Community input from phases one and two was vital in informing and drafting the current draft plan. Summaries highlighting the input opportunities and key themes can be found online: **Phase One Summary** and **Phase Two Summary**.

This document summarizes outreach conducted for the Newport Beach General Plan Update between May 2025 and November 2025. Phase three outreach focused on sharing the comprehensive draft of the updated General Plan and its elements for community review and input (see Figure 1). Specific sections of this summary include:

- This overview, including an overview of the General Plan Update process, outreach types, engagement reach, and General Plan Advisory Committee (GPAC) collaboration
- Getting the word out, which describes advertisements, social media, and other notification types
- Draft General Plan Element Review, including digital engagement through the Newport, Together website, community open houses, and collaboration with the GPAC, General Plan Update Steering Committee (GPUSC), and boards and commissions
- Next steps, including additional ways the community can continue to provide input

***Figure 1**: Phases of Community Engagement and Outreach.*

About the General Plan Update

A General Plan is a document that guides long-term development and serves as the foundation for decision-making regarding a community's physical development. State law requires that every city have a current General Plan, which local governments use to make decisions about land use, housing, transportation, infrastructure, and parks, among other issues. The City of Newport Beach's updated General Plan focuses on 2050 – planning for the next 25 years.

Outreach Type and Engagement Reach

Phase three outreach was designed to facilitate the community's review of draft materials based on input from previous phases and to gather comments, suggestions, and feedback on the current draft. Community members could participate in the planning process in ways that suited their level of interest and availability. During this phase of outreach, broader public participation lessens as technical experts and topic-specific interested community members engage in detailed discussions and targeted feedback opportunities. Outreach types for phase three included digital engagement through the Newport, Together website and open houses, in-person and virtual, in the Newport Beach community.

Through digital engagement and public comment open houses, **19 community members** participated. In addition, **34,900 residents were reached** with advertisements, social media, and emails.

General Plan Advisory Committee and General Plan Update Steering Committee Collaboration

Feedback from the GPAC and GPAC subcommittees received during phases one and two informed the current draft of the Comprehensive General Plan. In preparation for phase three outreach, the GPAC members reviewed multiple iterations of the draft elements and provided their comments before being presented to the community. GPAC members were also invited to participate in the open houses, and their submitted comments were available for reference during the open house. The GPUSC provided additional oversight and guidance to the GPAC and participated in community events.

GPAC members, GPUSC members, and Newport Beach residents reviewing elements at the open house.

GETTING THE WORD OUT

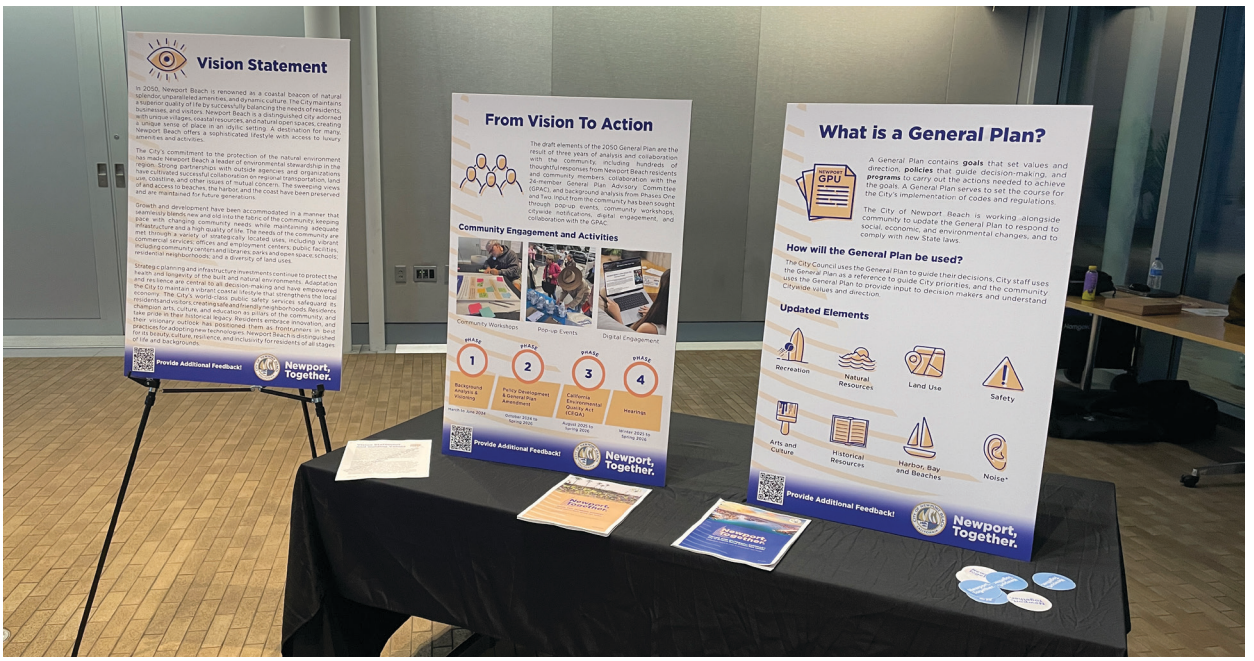
Multiple notification methods were used to inform the Newport Beach community about the draft elements and the opportunity for public comment during phase three of the General Plan Update process. The City's marketing team collaborated on efforts to announce the available elements, share updates, and invite community members to provide input via the City Manager's newsletter and social media posts on Instagram and Facebook (see Figure 2). In addition, strategic email announcements were coordinated with community partners and distributed through the Newport, Together dedicated website, newportbeachca.gov/gpupdate.

***Figure 2**: Three Social Media Posts Announcing Phase Three and Invitation to Community Workshops.*

As shown in Table 1, as of November 17, 2025, social media, the City Manager's newsletter, and dedicated emails had reached at least **34,900** residents, community members, and stakeholders.

***Table 1**: Outreach Notifications by Type and Reach*

Type	Run Time/ Number of Posts	Dates (all 2025)	Reached
Social Media Instagram and Facebook	**7**	September 5, October 10, October 14, October 20, November 5, November 11, November 17th	20,000
Newport, Together Email	4	September 5, October 10, October 20, November 3	3,500
City Manager Newsletter	**3**	September 5, October 10, October 31	10,000+
Newport Beach Chamber of Commerce Emails	**2**	October 20, November 11	1,400



Section 3

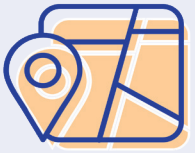
Draft General Plan Review and Comment

Over the last few years, hundreds of thoughtful responses from Newport Beach residents and community members, collaboration with the 24-member GPAC, and background analysis from phases one and two have been integral in the development of the 2050 General Plan. Though the General Plan has 10 elements, the update process focused on eight elements, as the Housing and Circulation Elements were updated and adopted in a separate effort from 2019 to 2021. The Noise Element was last updated in 2023 and was not originally intended to be part of the broader GPU process. In 2024, the City assessed the Noise Element and determined that minor revisions and updated maps were needed. In 2025, the Noise Element was added to the GPU process. Due to its recent update, the element has been revised for clarity and updated maps. The public review timeline for the Noise Element differed from that of the other seven elements.

The following eight elements were part of the community review effort this fall:

Recreation

Natural Resources



Land Use

Safety

Arts and Culture

Historical Resources

Harbor, Bay, and Beaches

Noise

The primary objectives for phase three community outreach were to share the current public drafts of the eight available elements and invite community members, residents, and other stakeholders to provide comments on the elements' goals and policies. Input was gathered over three formats: digital engagement, open houses, and collaboration with the GPAC, GPUSC, and boards and commissions. The following sections detail the format of each input activity and provide an overview of the comments received. See Appendix A and B for reference materials.

Digital Engagement - Newport, Together Website

The dedicated General Plan Update website, *Newport, Together*, continues to inform the community about the General Plan Update process and announce upcoming activities. **The Newport, Together** website is updated frequently in collaboration with City staff and the GPAC. As of December 2025, the website had 13,600 visitors.

During phase three, the website served as a primary platform for sharing draft elements and inviting the community to provide comments. A dedicated subpage was developed to host the public review and comment period, beginning on September 5 and concluding on November 17. The page included an overview of the process, how the drafts were informed, directions for providing comments, and links to the draft elements.

Participants were invited to review the elements, either by looking at a snapshot of the goals under "Draft Element Goals for Public Review" or the comprehensive goal, available as individual PDFs. Following participant review, a questionnaire was available to collect open-ended comments, ideas, or concerns, organized by the element. Participants could submit as many comments as they liked. Appendix C lists the comments received online from 11 contributors.

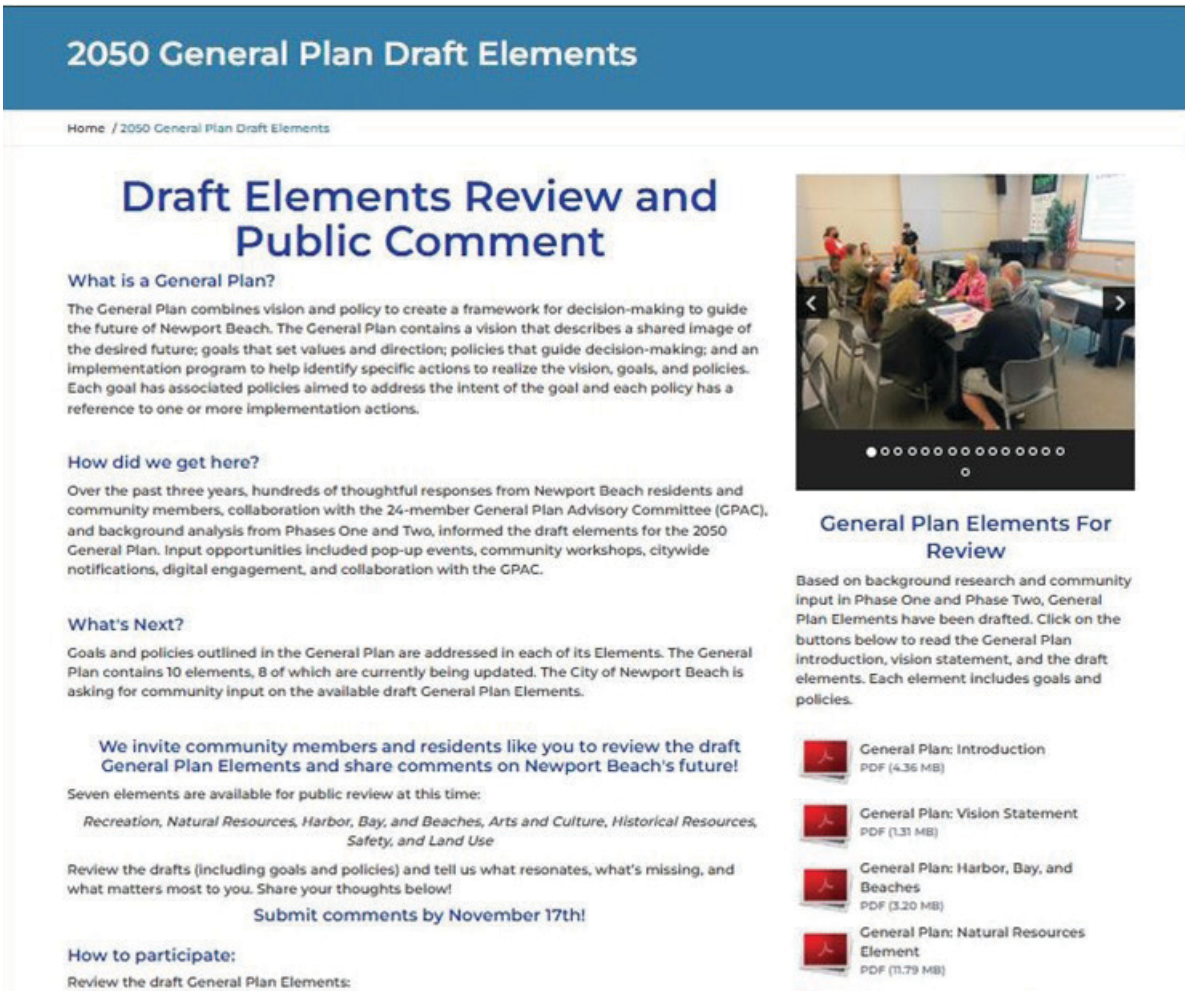


***Figure 3**: Screenshot of the 2050 General Plan Draft Elements and Public Review Webpage*

Open Houses

In parallel with the online review and comment period, the City hosted two open houses as additional platforms for the community to provide input. Each open house was designed to share the element goals and what was new in each element, reflect what was heard from the community during phases one and two, and offer an opportunity for participants to share what resonates and what may be missing. Participants included members of the public, including those who also serve in more formal roles as members of the GPAC and GPUSC. The open house schedule, format, and attendance are provided in Table 2. The following section provides an overview of each element station (see Appendix A and B for the reference materials) and the community comments received (Appendix D).

***Table 2**: Open House schedule and attendance.*

Open House Format	Date and Time (all 2025)	Attendance
In-Person Civic Center Community Room 100 Civic Center Dr., Newport Beach, CA 92660	Tuesday, October 21 6:30 to 8:00 p.m.	9
Virtual Zoom Meeting Recording	Wednesday, October 22 6:00 to 7:30 p.m.	7

In-Person

The in-person meeting was open-house style, with no formal presentation. Participants began at a welcome desk, where they signed in, received directions for navigating the room, and were given a feedback sheet to share their input. There were six stations, organized by complementary elements:

- General Plan Overview: Community Outreach Process and Vision Statement
- Recreation and Natural Resources Elements
- Arts & Culture and Historical Resources Elements
- Safety Elements
- Land Use and Harbor, Bay, and Beaches Elements
- Noise Element (See Below for Details)

Community members discussing elements at the in-person open house.

Each station contained boards with the element goals, highlighting what had changed or been revised for each element, and demonstrating how community input was incorporated. However, the draft Noise Element did not include boards; instead, it was printed and made available on the day of the in-person open house at a designated table. Each participant was invited to share what is meaningful to them and what was missing on their feedback sheet. Staff were available to respond to questions.

Virtual

The virtual meeting was hosted in a modified open-house format, featuring a presentation, Q&A, and opportunities for input. The **presentation** began with opening remarks, an agenda, objectives, and a guide for productive discussions. Following the opening slides, City staff acknowledged and thanked Newport residents, past and present GPAC members, and GPUSC members for their insights. The rest of the presentation mirrored the content shared at the in-person open house – an overview of the General Plan process, the plan's relevance to every resident, how to provide input online, and a section on each updated element. The presentation was recorded and added to the Newport, Together website. It has received over 63 views.

Generally, updated elements were grouped with complementary elements. Each section showed the element's focus, highlighted what had been revised for each element, and demonstrated how community input was incorporated.

After each section of elements, as listed below, the presentation paused for input and discussion. Participants were invited to share their general comments, if anything resonated with them, and if anything was missing. Comments could be shared verbally, via the Q&A chat on Zoom, or online at the Newport, Together website.

- Recreation and Natural Resources Elements
- Arts and Culture and Historical Resources Elements
- Land Use, Safety, and Harbor, Bay, and Beaches Elements
- Noise Element

Participants' input from the feedback sheets and the virtual Q&A feature is listed in Appendix D, representing five contributors.

Collaboration with the General Plan Advisory Committee, General Plan Update Steering Committee, and City Boards and Commissions

Before the draft 2050 General Plan Elements were available for public review this fall, the GPAC subcommittees met frequently to review each draft element as it was revised and refined by the consultant team. The subcommittee's comments and suggestions informed the version of the elements published beginning September 5. The drafts were released online on a rolling basis, following the subcommittee's endorsement. Prior to the release of the elements, the subcommittee chairs provided endorsements of each draft element at GPAC meetings. The GPUSC observed the GPAC meetings, provided guidance, and supported the public review of the elements. All element PDFs were added to the Newport, Together Resource and Document Library on the website. Subcommittee meetings were held in a hybrid format, both virtually on Microsoft Teams and in person at 100 Civic Center Drive in Newport Beach (see Table 3 below for meeting dates).

***Table 3**: Schedule of Meetings with GPAC, GPUSC, and GPAC Subcommittees.*

Committee and Subcommittees	Meeting Dates (all 2025)
General Plan Advisory Committee (GPAC)	April 2, June 4, July 2, August 6, September 16
General Plan Update Steering Committee (GPUSC)	April 2, June 23, July 23, September 24
Arts and Culture and Historical Resources Subcommittee	April 24
Harbor, Bay, and Beaches Subcommittee	April 30
Recreation and Natural Resources Subcommittee	May 15
Safety Subcommittee	June 25
Land Use Subcommittee	July 24, August 11, August 27
Noise Subcommittee	July 28, September 15, October 21
Outreach Subcommittee	August 14

Coinciding with digital engagement and open houses, City staff presented at multiple City Boards and Commissions. Each presentation included an overview of the General Plan Update process, including what's in a General Plan, the analysis process, and community outreach. Based on the commission's topic, City staff provided a focused update on the element or elements within the commission's or board's purview. At the discretion of the board or commission, the members conducted individual reviews or ad hoc reviews and consolidated comments, which were provided to City staff for consideration. Table 4 reflects the meeting dates for the board and commission presentations. Following the meeting schedule, the final motion of each board and commission are listed.

***Table 4**: Schedule of Meetings with City Boards and Commissions.*

Committee and Subcommittees	Meeting Dates (all 2025)
Mayor's District 1 Town Hall	November 19
City Arts Commission	September 11, October 9, November 13
Board of Library Trustees	August 18, October 20
Harbor Commission	August 13, November 12
Parks, Beaches & Recreation Commission	August 5, September 2, October 7
Planning Commission	October 9, November 20
Water Quality/Coastal Tidelands Committee	September 4, October 2

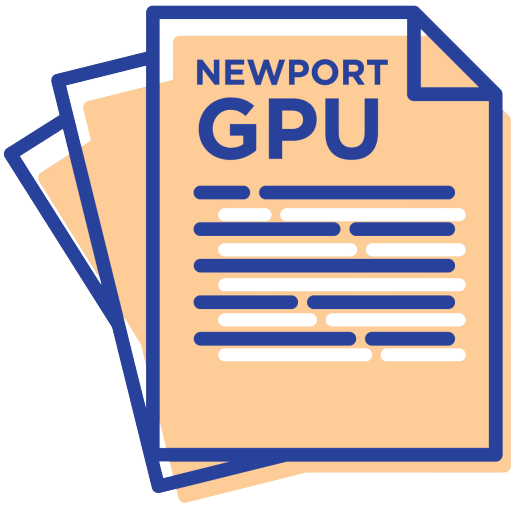
Boards and Commissions Motions of Support

- **City Arts Commission** – Voted to move the ad hoc committee's comments forward to the GPAC/GPUSC for consideration
- **Board of Library Trustees** – Provided support for the drafts with no further feedback
- **Harbor Commission** – Voted to move the ad hoc committee's comments forward to the GPAC/GPUSC for consideration
- **Parks, Beaches, and Recreation Commission** – Voted to move the ad hoc committee's comments forward to the GPAC/GPUSC for consideration
- **Planning Commission** – Provided support for the drafts with minimal comments
- **Water Quality/Coastal Tidelands Committee** – Voted to move the ad hoc committee's comments forward to the GPAC/GPUSC for consideration

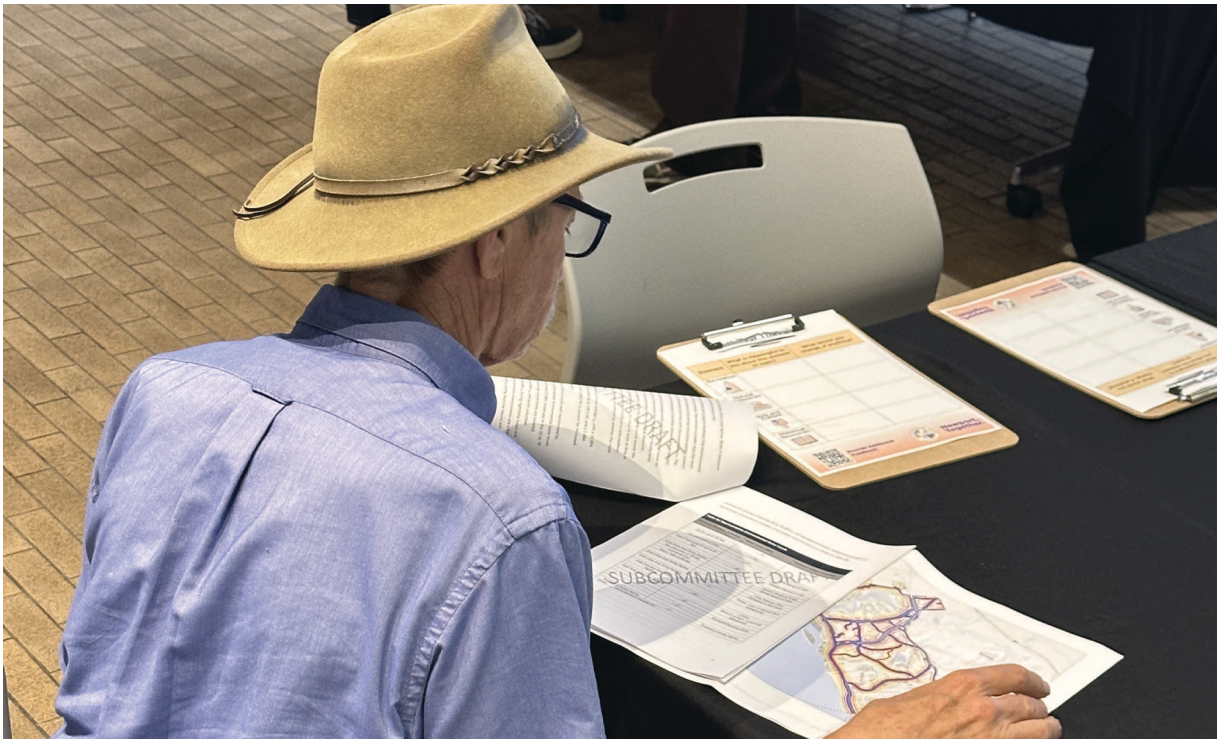
Comments provided by City boards, commissions, and committees are reflected in the Appendix E – tables 7 to 13. Each table is dedicated to one element, and not organized by board or commission. **Red and underlined text** indicates line-by-line edits suggested by the board or commission.

Section 4

Next Steps



In collaboration with the General Plan Advisory Committee, City staff and the consultant team will review all submitted comments from digital engagement, open houses, and meetings with boards and commissions. Informed by the phase three comments, the 2050 Draft General Plan will be revised and refined. The final draft of the General Plan will be prepared and presented for public hearings and the City Council in Spring 2026, tentatively in April or May. Newport Beach residents and community members are invited to attend and participate in the public hearing process before the General Plan is adopted by City Council.



Community member reviewing the draft Noise element at the community open house.

Appendices

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B | Virtual Open House Presentations 20

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D | Open House Comments 43

E | Board and Committees Comments 45

Newport, Together.

APPENDIX A

IN-PERSON OPEN HOUSE BOARDS

PDFs of open house boards can be found HERE.

What is a General Plan?

A General Plan contains **goals** that set values and direction, **policies** that guide decision-making, and **programs** to carry out the actions needed to achieve the goals. A General Plan serves to set the course for the City's implementation of codes and regulations.

The City of Newport Beach is working alongside community to update the General Plan to respond to social, economic, and environmental changes, and to comply with new State laws.

How will the General Plan be used?

The City Council uses the General Plan to guide their decisions, City staff uses the General Plan as a reference to guide City priorities, and the community uses the General Plan to provide input to decision makers and understand Citywide values and direction.

Updated Elements

Provide Additional Feedback!

Newport, Together.

Vision Statement

In 2050, Newport Beach is renowned as a coastal beacon of natural splendor, unparalleled amenities, and dynamic culture. The City maintains a superior quality of life by successfully balancing the needs of residents, businesses, and visitors. Newport Beach is a distinguished city adorned with unique villages, coastal resources, and natural open spaces, creating a unique sense of place in an idyllic setting. A destination for many, Newport Beach offers a sophisticated lifestyle with access to luxury amenities and activities.

The City's commitment to the protection of the natural environment has made Newport Beach a leader of environmental stewardship in the region. Strong partnerships with outside agencies and organizations have cultivated successful collaboration on regional transportation, land use, coastline, and other issues of mutual concern. The sweeping views of and access to beaches, the harbor, and the coast have been preserved and are maintained for future generations.

Growth and development have been accommodated in a manner that seamlessly blends new and old into the fabric of the community, keeping pace with changing community needs while maintaining adequate infrastructure and a high quality of life. The needs of the community are met through a variety of strategically located uses, including vibrant commercial services; offices and employment centers; public facilities, including community centers and libraries; parks and open space; schools; residential neighborhoods; and a diversity of land uses.

Strategic planning and infrastructure investments continue to protect the health and longevity of the built and natural environments. Adaptation and resilience are central to all decision-making and have empowered the City to maintain a vibrant coastal lifestyle that strengthens the local economy. The City's world-class public safety services safeguard its residents and visitors, creating safe and friendly neighborhoods. Residents champion arts, culture, and education as pillars of the community, and take pride in their historical legacy. Residents embrace innovation, and their visionary outlook has positioned them as frontrunners in best practices for adopting new technologies. Newport Beach is distinguished for its beauty, culture, resilience, and inclusivity for residents of all stages of life and backgrounds.

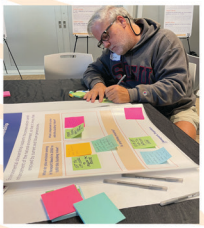
Provide Additional Feedback!

Newport, Together.

From Vision To Action

The draft elements of the 2050 General Plan are the result of three years of analysis and collaboration with the community, including hundreds of thoughtful responses from Newport Beach residents and community members, collaboration with the 24-member General Plan Advisory Committee (GPAC), and background analysis from Phases One and Two. Input from the community has been sought through pop-up events, community workshops, citywide notifications, digital engagement, and collaboration with the GPAC.

Community Engagement and Activities



Community Workshops

Pop-up Events

Digital Engagement

Provide Additional Feedback! Newport, Together.

What's New

Recreation and Natural Resources

What We Heard

- Improve the local parks and create more dog parks
- Invest in more community amenities, recreation and sports facilities, and community-oriented spaces
- Ensure clean water for future generations
- Integrate conservation efforts with development plans
- Protect open spaces around the city

Proposed Updates

Recreation

- More access to parks, open space, and recreation across Newport Beach
- Access to public beaches
- Park and recreational upgrades to meet the varying needs of residents

Natural Resources

- Enhanced focus on clean energy alternatives
- Planning for sea-level rise
- Wildlife and habitat connectivity
- Preparing for the transition away from oil and gas where appropriate
- Prioritizing a clean and healthy natural environment

Provide Additional Feedback! Newport, Together.

Recreation Goals

Recreation Programs

Goal 1: A community with high-quality recreation programs
Goal 2: Programs for older adults that benefit and are used by residents

Parks and Playgrounds

Goal 3: New parks and connections that increase resident access to recreation, parks, and open space opportunities
Goal 4: Parks and recreation facilities that are preserved, upgraded, and well-maintained
Goal 5: Parks and recreational facilities that are adapted to meet a variety of needs for existing and future residents
Goal 6: Established and well-maintained relationships to facilitate interagency and interorganizational coordination

Beach Recreation

Goal 7: Protection of public beach access

Support Facilities

Goal 8: Adequate support facilities at parks and recreation areas

Provide Additional Feedback! Newport, Together.

Natural Resources Goals

Air Quality

Goal 1: Reduced transportation-related emissions to improve air quality
Goal 2: Electric vehicle charging or other clean technology infrastructure to serve the growing share of clean-energy vehicles residents
Goal 3: Reduced air pollution emissions from ground operations at John Wayne Airport

Mineral and Oil Resources

Goal 4: Preparation for the orderly transition of oil and gas resources, as deemed appropriate

Energy Transition

Goal 5: Increased electrification or use of renewable energy at public facilities to reduce gasoline and natural gas usage and emissions
Goal 6: Electrification or renewable energy incentives for existing buildings to reduce natural gas emissions

Biological Resources

Goal 7: Native and naturalized non-invasive species habitats in parks and public open space
Goal 8: Cooperation with State and Federal resource protection agencies and private organizations to protect terrestrial and marine resources
Goal 9: Community-driven initiatives for ecosystem conservation
Goal 10: Land use and development standards to conserve important ecosystem services and habitats

Provide Additional Feedback! Newport, Together.

Natural Resources Goals

Rivers and Waterbodies

Goal 11: Coordination with relevant agencies to reduce pollutants of concern in Newport Bay
Goal 12: Enhanced green infrastructure to help prevent runoff into Newport Bay
Goal 13: Standards and programs to limit runoff of pollution to preserve water quality of groundwater sources
Goal 14: Minimized adverse effects to water quality from sanitary sewer outflows

Sandy Beaches

Goal 15: Beach nourishment, sand retention, and sediment restoration projects

Water Conservation

Goal 16: Reduced potable water use for landscaping on public lands
Goal 17: Water-efficient landscaping incentives for private property

Vital Resources

Goal 18: Viewsheds and corridors that are preserved
Goal 19: Minimized visual impacts of signs and utilities

Archaeological and Paleontological Resources

Goal 20: Protection of archaeological and paleontological resources

Provide Additional Feedback! Newport, Together.

What's New
Arts and Culture, and Historical Resources

What We Heard

- Protect venues, such as Newport Theatre and the public libraries
- Promote partnerships and collaborations to support the City's cultural, educational, and recreational goals
- Enhance public spaces with art installations, murals, and sculptures
- Maintain and enhance the character and charm of Newport Beach

Proposed Updates

Arts and Culture

- Supports facilities for the arts and art in public and private spaces
- Enhanced support for City libraries and services
- Support for musical programming
- Supports community engagement in the arts citywide
- Emphasize collaboration with other organizations

Historical Resources

- Celebration of historical resources
- Enhanced outreach, education, and interpretation of Newport Beach history through signage, partnerships, walking tours, and school programs
- Consideration of a legacy business program

Provide Additional Feedback! Newport, Together.

Arts and Culture Goals

Engaging with Art and Culture

Goal 1: A community enriched by and connected to the arts, culture, and education
Goal 2: Programs and exhibits within the city are widely promoted, marketed, and attended
Goal 3: A city with strong partnerships that support thriving arts, culture, and education

Financing Art and Culture

Goal 4: Funding that helps local artists and art programs flourish

Arts and Culture Facilities and Assets

Goal 5: State-of-the-art facilities to host art exhibits and programs
Goal 6: A wide collection of art exhibited throughout the city

Provide Additional Feedback! Newport, Together.

Historical Resources Goals

Identification of Historical Resources

Goal 1: A city that recognizes and protects historically significant landmarks, sites, and structures
Goal 2: Well-documented and protected archaeological and paleontological resources

Preservation of Historical Resources

Goal 3: A city that celebrates, preserves, and protects its history

Celebrating Historical Resources

Goal 4: A city that enshrines its history through education
Goal 5: A city and community that celebrate Tribal Cultural Resources

Provide Additional Feedback! Newport, Together.

What's New

Land Use, and Harbor, Bay and Beaches

What We Heard

- Invest in beach and harbor infrastructure
- Improve docking access
- Increase public access to docks
- Promote tourism around the bay
- Expand summer trolley
- Prioritize essential amenities like schools, and community centers
- Integrate environmental considerations into urban planning, ensuring sustainable development
- Keep the beaches clean and accessible to the community

Proposed Updates

Land Use

- Consolidate element to streamline usability
- Emphasizes balanced communities to increase access to essential amenities
- Improve tracking and transparency of development activity
- Align updates to city plans and processes with community vision

Harbor, Bay and Beaches

- Protecting beaches, including beach access
- Strategies to minimize displacement risks from coastal hazards
- A stronger emphasis on the harbor's economic vitality
- Fosters access to mooring opportunities

Provide Additional Feedback! Newport, Together.

Land Use Goals

Development Capacity Limits

Goal 1: A City that manages growth and change through land use decisions that are consistent with the General Plan

Defining Neighborhood and Land Use Character

Goal 2: Well-balanced land uses with adequate community services and supporting infrastructure that support livability, residential opportunities, promote new complementary uses, sustain and enhance economic vitality, and sustain the natural environment
Goal 3: A city that values an aesthetically pleasing built environment
Goal 4: Distinct neighborhoods and villages that accommodate planned development while maintaining their unique character
Goal 5: Residential neighborhoods that are well-designed and contribute the livability and quality of life of residents
Goal 6: Commercial districts and centers are well-planned and exhibit a high level of architectural and landscape quality
Goal 7: Mixed-use districts are designed and planned to ensure compatibility among a variety of uses
Goal 8: Office and business parks exhibit a high-quality image, are attractive, and provide quality working environments for employees and services for the community
Goal 9: Industrial districts that provide flexibility to incorporate community-serving uses and encourage transition to co-locate employment, residential, and creative and artistic uses
Goal 10: Public and institutional uses that enhance the quality of life for residents and are located and designed to complement Newport Beach's neighborhoods

Provide Additional Feedback! Newport, Together.

Land Use Goals

Accommodating Planned Housing and Opportunities

Goal 11: Housing Opportunity Sites: A City with sufficient housing opportunities
Goal 12: Corridors that are compatible with surrounding uses, are well-designed and attractive, minimize traffic impacts, and provide adequate parking
Goal 13: Corona del Mar: A pedestrian-oriented village serving as the center of community commerce, culture, and social activity
Goal 14: Mariners' Mile: A corridor that reflects the Newport Bay waterfront, supports and respects adjacent residential neighborhoods, and exhibits a high quality visual image
Goal 15: Old Newport Boulevard: A corridor of uses and services that support Hoag Hospital and nearby residential neighborhoods
Goal 16: West Coast Highway: A gateway corridor with connections to the Orange Coast River Park, as well as commercial clusters that serve local residents and coastal visitors at key intersections, interspersed with compatible residential development
Goal 17: Airport Area: A connected and complete community that supports residents and businesses
Goal 18: Balboa Peninsula: A series of pedestrian-oriented districts with a mix of visitor-serving, marine-related, retail, live/work, and residential uses

Provide Additional Feedback! Newport, Together.

Land Use Goals

Accommodating Planned Housing and Opportunities, continued:

Goal 19: Balboa Island: A walkable, compact coastal district with residential, visitor-serving, and community-oriented uses
Goal 20: Newport Center/Fashion Island: A high-quality downtown that supports residents, businesses, and visitors
Goal 21: West Newport Mesa: A live/work community connected to key resources
Goal 22: Coyote Canyon: A community that balances homes with the natural environment
Goal 23: Dover/Westcliff: A mixed-use community connected to citywide resources

Guiding Future Change

Goal 24: Infrastructure that supports new development, maintains and improves existing development, and is adaptable to new technologies
Goal 25: A prompt and efficient system for development permit processing
Goal 26: Efficient use of land to create livable neighborhoods and support economic development
Goal 27: A city with healthy communities for all

Interagency Coordination

Goal 28: A City with mutually beneficial land use conservation and development
Goal 29: Sphere of Influence: A regional natural resource that is preserved for future generations

Provide Additional Feedback! Newport, Together.

Harbor, Bay and Beaches Goals

Land and Water Uses

Goal 1: Local businesses and water-dependent commercial uses in the Newport Harbor area that are preserved to maintain and enhance the economic activity charm of the waterfront community
Goal 2: Minimized risk of displacement by coastal hazards
Goal 3: A harbor, bay, and beaches that attract tourism and maintain the character of coastal neighborhoods
Goal 4: Sufficient coastal infrastructure that protects coastal-dependent and public recreational uses and view corridors while matching the character of the surrounding development and protecting coastal and visual resources

Harbor Coordination and Administration

Goal 5: Coordination among City, County of Orange, State, and Federal agencies having regulatory authority of Newport Harbor and Newport Bay
Goal 6: Maintenance and enhancement of deep-water channels to ensure they remain navigable by boats
Goal 7: Protection and restoration of beaches and dunes

Economic Value of Newport Harbor

Goal 8: Well-managed and economically productive harbor, bay, and beaches
Goal 9: Cost-efficient servicing and managing of Newport Harbor

Public Access to Coastal Resources

Goal 10: Safe and accessible beach and harbor access points
Goal 11: Multifaceted and integrated coastal access

Upper Newport Bay

Goal 12: Protection of the visual and ecological resources of Upper Newport Bay

What's New Safety

What We Heard

- Seek volunteers for the Community Emergency Response Team (CERT)
- Address aviation safety concerns, including airport, drones, and other emerging technologies
- Invest in safety infrastructure for biking, walking, and swimming
- Expand communication infrastructure for emergencies
- Offer community training and education regarding potential hazard risks in local neighborhoods

Proposed Updates

Safety

- Preparing for warmer days through tree shade and cool pavement technologies
- Planning for coastal resilience including a sea-level rise plan
- Consideration of non-automobile options for evacuation
- Updated fire hazard maps
- Addresses aviation hazards

Provide Additional Feedback! Newport, Together.

Safety Goals

Coastal Hazards

Goal 1: A community that is resilient to coastal flooding
Goal 2: Beaches that are maintained and protected from erosion
Goal 3: Current and accessible data and information on flooding, beach erosion, and bluff erosion

Geologic and Seismic Hazards

Goal 4: Buildings and utilities that are protected from seismic and geologic hazards
Goal 5: Stabilized bluffs to minimize erosion and prevent landslides in developed areas

Flooding Hazards

Goal 6: A community that is resilient to and protected from inland flooding

Fire Hazards

Goal 7: Reduced and well-managed urban and wildland fire hazards

Hazardous Materials Management

Goal 8: A community protected from impacts of hazardous materials

Provide Additional Feedback! Newport, Together.

Safety Goals

Aviation Hazards

Goal 9: A community protected from airport-related hazards

Extreme Heat

Goal 10: A built environment adapted to provide relief from extreme heat

Emergency Preparedness, Response, and Recovery

Goal 11: Tested and effective communication systems for emergency preparedness and response
Goal 12: High-quality public safety, emergency preparedness, and response services
Goal 13: Evacuation routes and centers that are maintained to provide functionality during hazardous conditions

Public Safety

Goal 14: A community where residents, employees, and visitors feel a sense of comfort and safety

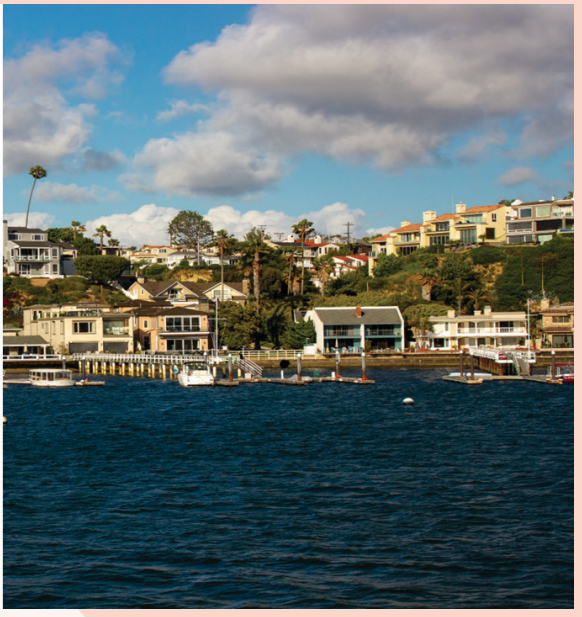
Provide Additional Feedback! Newport, Together.

VIRTUAL OPEN HOUSE PRESENTATIONS

PDFs of virtual open house presentation can be found **HERE**.

Agenda

- **Overview & Agenda**
- **Welcome & Introductions**
- **What is the General Plan?**
- **How does it relate to you?**
- **Online Element Review**
- **General Plan Elements**
  - Community Input
  - Proposed Updates
  - Input & Discussion
- **Closing & Next Steps**



Objectives

- Build a foundation of knowledge on the General Plan Process and how it impacts the community
- Share the proposed updates to each element and how community input was included
- Solicit input on the draft elements

Guide for Productive Discussions

- Actively participate – we need your input!
- Listen for understanding
- Be concise when commenting, under 2 minutes
- Be courteous and respectful of differences

This Evening's Presenters

Ben Zdeba
Planning Manager
City of Newport Beach

Elizabeth Dickson
Project Manager & Planner
Dudek

Joan Isaacson
Facilitator
Kearns & West

Acknowledgements

Insights provided by the GPUSC, GPAC, and residents:

Newport Beach Residents & Community Members

General Plan Advisory Committee (Current)

- Jeremy Evans, Co-Chair
- Arlene Greer, Co-Chair
- Nicholas Acevedo
- Virginia Anders-Ellmore
- Dennis Baker
- Curtis Black
- James Carlson
- Annie Clougherty
- Susan DeSantis
- Chuck Ebner
- Rita Goldberg
- David Guder
- Lynn Hackman
- Laird Hayes
- Ruth Kobayashi
- Scott Laidlaw
- Katie Love
- Anthony Maniscalchi
- Thomas Meng
- Jim Mosher
- Amber Snider
- Debbie Stevens
- Christy Walker
- Paul Watkins

General Plan Update Steering Committee

- **Nancy Gardner, Chair**
- **Phillip Brown**
- **Kimberly Carter**

General Plan Advisory Committee (Past)

- **Matthew Brady**
- **Jeff Cefalia**
- **Charles Klobe**
- **Maxwell Pearson**
- **Robert Rader**
- **Harrison Rolfes**
- **Nancy Scarbrough**
- **Graham Wahlberg**
- **Lori Williams**

In collaboration with the:
City of Newport Beach Planning and Consultant Team

How did we get here?

Phase One and Two Outreach included multiple opportunities for community input:

- **More than 50 meetings with GPUSC, GPAC, and GPAC subcommittees**
- **Six Pop-Up Events across the City**
- **Four Community Workshops**
- **Over 12,000 visitors to the Newport, Together Website**
- **Over 50,000 residents were reached through paid advertisements, emails, and social media**

The General Plan

What is the General Plan?

A General Plan is a guide for the future of a community. It contains:

- **Goals** that set values and direction
- **Policies** that guide decision-making
- **Programs** to carry out the actions needed to achieve the goals

A General Plan is divided into elements that cover a variety of topics.

Updated Draft General Plan Elements

*Currently being updated

Updated as part of the 2019 GPU Listen & Learn Effort

How is a General Plan used?

- City Council uses the General Plan to guide its decisions
- City staff use the General Plan as a reference to guide City priorities
- Community members use the General Plan to provide input to decision-makers and understand Citywide values and direction

How does it relate to you?

The General Plan Affects Every Resident!

A General Plan shapes the future of the City for current and future generations.

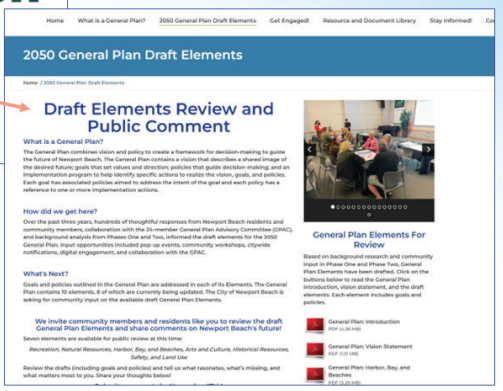
- **Preserving** and **enhancing** quality of life
- Supporting **economic growth**
- Clarifying City **decision-making** processes
- Providing **positive impacts** for public health, sustainability and resilience
- **Protecting** open spaces and natural resources
- **Preparing** for natural disasters

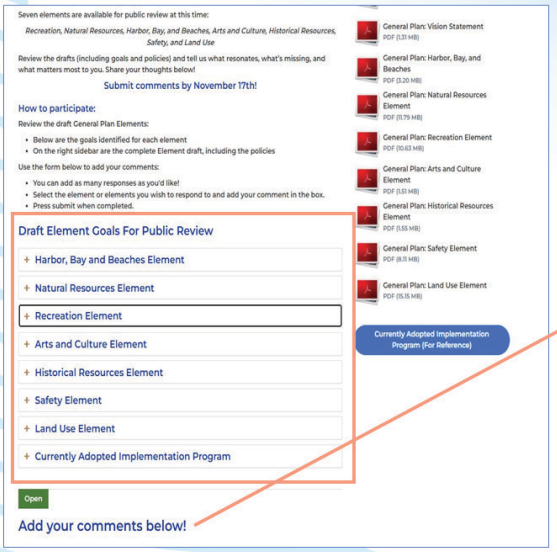
Online Draft Element Review

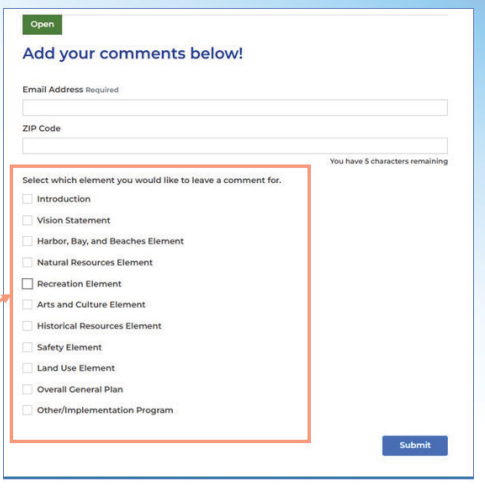
How to Participate Online

Scan for the website

From the Home Page, click “Public Review of General Plan Elements” to view the elements







Draft General Plan Elements: Recreation Natural Resources

Recreation & Natural Resources
What We Heard

- Improve the local parks and create more dog parks
- Invest in more community amenities, recreation and sports facilities, and community-oriented spaces
- Ensure clean water for future generations
- Integrate conservation efforts with development plans
- Protect open spaces around the city

Recreation Element

This element addresses parks and open spaces and recreational programs and facilities.

Proposed Updates:

- More access to parks, open space, and recreation across Newport Beach
- Access to public beaches
- Park and recreational upgrades to meet the varying needs of residents

Natural Resources Element

This element addresses the conservation of ecosystems, water, energy, and other natural resources that need protection.

Proposed Updates:

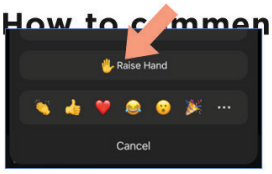
- Enhanced focus on clean energy alternatives
- Planning for sea-level rise
- Wildlife and habitat connectivity
- Preparing for the transition away from oil and gas, where appropriate
- Prioritizing a clean and healthy natural environment

Input & Discussion

Questions to consider:

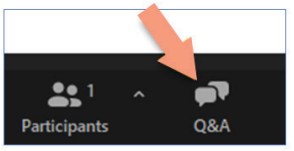
- What is meaningful to you about these elements or topics?
- What would you change, if anything?

How to comment:



Raise your hand for a verbal comment

Submit your comment online at Newport, Together



Submit a Question Via the Zoom Q&A Feature

Draft General Plan Elements: Historical Resources Arts & Culture

Arts & Culture and Historical Resources
What We Heard

- Protect venues, such as Newport Theatre Arts Center and the public libraries
- Promote partnerships and collaborations to support the City's cultural, educational, and recreational goals
- Enhance public spaces with art installations, murals, and sculptures
- Maintain and enhance the character and charm of Newport Beach

Arts and Culture Element

This element addresses facilities, educational programming and activities, and events and festivals that bolster art and culture and enrich the community.

Proposed Updates:

- Supports facilities for the arts and art in public and private spaces
- Enhanced support for City libraries and services
- Support for musical programming
- Supports community engagement in the arts citywide
- Emphasize collaboration with other organizations

Historical Resources Element

This element addresses the protection and preservation of historical, cultural, and archeological landmarks, sites, and structures and aims to connect the community to its storied past.

Proposed Updates:

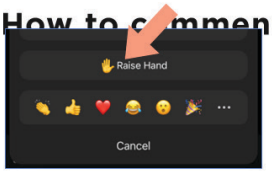
- Celebration of historical resources
- Enhanced outreach, education, and interpretation of Newport Beach history through signage, partnerships, walking tours, and school programs
- Consideration of a legacy business program

Input & Discussion

Questions to consider:

- What is meaningful to you about these elements or topics?
- What would you change, if anything?

How to comment:



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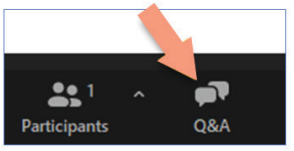


Submit a Question Via the Zoom Q&A Feature

Draft General Plan Elements:
Land Use
Harbor, Bay, & Beaches
Safety

Land Use and Harbor, Bay & Beaches
What We Heard

- Invest in beach and harbor infrastructure
- Improve docking access
- Increase public access to docks
- Promote tourism around the bay
- Expand summer trolley
- Prioritize essential amenities like schools and community centers
- Integrate environmental considerations into urban planning, ensuring sustainable development
- Keep the beaches clean and accessible to the community

Safety
What We Heard

- Seek volunteers for the Community Emergency Response Team (CERT)
- Address aviation safety concerns, including airport, drones, and other emerging technologies
- Invest in safety infrastructure for biking, walking, and swimming
- Expand communication infrastructure for emergencies
- Offer community training and education regarding potential hazard risks in local neighborhoods

Land Use Element

This element addresses the preservation of land, the location and intensity of development, and neighborhood design and characteristics.

Proposed Updates:

- Consolidate element to streamline usability
- Emphasizes balanced communities to increase access to essential amenities
- Improve tracking and transparency of development activity
- Align updates to city plans and processes with community vision

Harbor, Bay and Beaches Element

This element addresses boating, fishing, and similar recreation activities; businesses; tourism; and the local economy as it relates to the harbor, bay, and beaches.

Proposed Updates:

- **Protecting beaches, including beach access**
- **Strategies to minimize displacement risks from coastal hazards**
- **A stronger emphasis on the harbor's economic vitality**
- **Fosters access to mooring opportunities**

Safety Element

This element addresses hazards such as wildfires, extreme heat, and landslides, as well as community feelings of safety.

Proposed Updates:

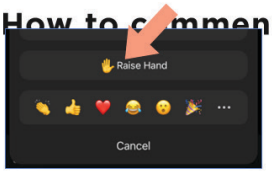
- Preparing for warmer days through tree shade and cool pavement technologies
- Planning for coastal resilience, including a sea-level rise plan
- Consideration of non-automobile options for evacuation
- Updated fire hazard maps
- Address aviation hazards

Input & Discussion

Questions to consider:

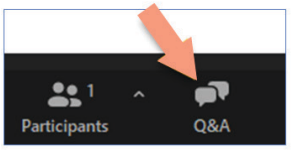
- What is meaningful to you about these elements or topics?
- What would you change, if anything?

How to comment:



Raise your hand for a verbal comment

Submit your comment online at Newport, Together



Submit a Question Via the Zoom Q&A Feature

Draft General Plan Elements: Noise

Noise Element

NOISE

This element addresses community noise sources and policies to minimize noise for residents and others who may be sensitive to high noise levels.

Proposed Refresh:

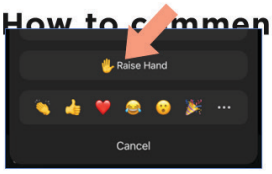
- Updated noise measurements and maps
- Policy clarification and clean up
- Addressing emerging technologies
- Prioritizing updates to noise regulations

Input & Discussion

Questions to consider:

- What is meaningful to you about these elements or topics?
- What would you change, if anything?

How to comment:



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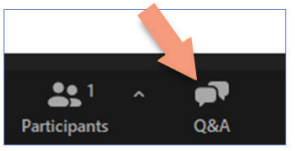


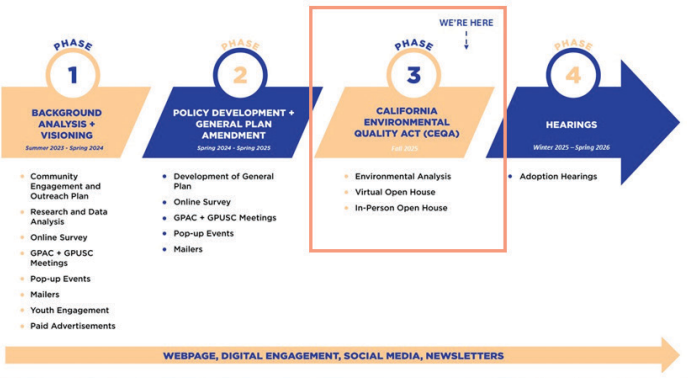
Submit a Question Via the Zoom Q&A Feature

Closing & Next Steps

Next Steps

REQUESTING COMMENTS BY NOVEMBER 17TH

Add your comments online: https://newporttogether.mysocialpinpoint.com/2050-general-plan-draft-elements



Thank you!

Contact

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APPENDIX C

ONLINE QUESTIONNAIRE COMMENTS

Participants' input from the online comments is listed in Table 5 below, representing 11 contributors.

***Table 5**: Comments submitted to the Online Questionnaire.*

Element or Section	Comment(s)
Introduction	• On page I-5, I do not believe the description of the City's Sphere of Influence or its relation to the Randall Preserve is accurate. I believe the total area is smaller, that the Randall Preserve is partly in the SOI and partly in the City proper, while part of the SOI is not in the Randall Preserve. I also believe the entire Randall Preserve is under the stewardship of the MCRA, not just "the majority" of it. • The introductory sections to general plans typically include a "how to use this document" section detailing, among other things, the format of the elements and the meaning of the notations they may contain, including relation to the Implementation Program and Glossary. It may also contain statements about the legal significance of the goals and policies, and what obligations they place on the City. I see none of that here. • The identification of selected neighborhoods in Figure I-2 seems arbitrary and often wrong. "Westcliff," "Mariner's Mile" and "Upper Newport Bay" all appear in areas that would not normally be identified as such, while neighborhoods of equal prominence ("Airport Area," "Newport Center," "Newport Coast," "Santa Ana Heights" (parts of which seem to now call themselves "Bayview Heights"), etc., etc.) are not identified at all.
Vision Statement	No online comments.

Element or Section	Comment(s)
Recreation	• Goal 1: I have two points to make regarding high-quality recreation programs. The first one is the city should reconsider how they issue surf school permits. There are three licensed Surf schools in the city of Newport Beach all have been grandfathered in by changing hands of the corporation to people that were related to the people that started it or bought companies from the people that started it. Each of the three entities hires high school in college kids to supply the labor of these Surf Lessons. The city will not entertain any new companies getting permits to operate Surf Lessons legally. There are plenty of independent Surf Instructor that are capable of running a business that have more qualifications than these high school and college kids that work for these three pre-existing surf schools. In addition, the three Surf schools do not have a limit on the amount of students they can take. Which proves too much demand is not an issue. Well I agree there should be insurances, basic safety protocols, and qualifications to teach. I feel the city has created a monopoly and it is very un-American to not allow the free market to straighten out this problem of limited permits. The best service for the best price is who will stay in business and thrive. Not every licensed serve school needs to offer Surf Camp; There's plenty of opportunity to issue smaller licenses to allow avenues for Surf Instructor to operate legally within the city. My second point I would like the city to reconsider is all three of these Surf schools offer private Surf Lessons and Surf Camp. None of them offer any specialty Surf programs. I have a specific program that is geared towards therapeutic recreation for mental health programs and substance use disorder programs. I would like to request that the city reconsider only having surf schools that teach Surf Camp and tourist lessons. I am a credentialed, substance-abuse counselor, I hold an associates degree in human services, and I have over a decade in Surf instruction experience and have worked in the field of substance used disorders since 2011. My methods are sound and protocols are stricter than what the current Surf schools operate under. Which is a four to one ratio my program offers a three to one ratio when it comes to students to instructors.

Element or Section	Comment(s)
Recreation	[continued] Thank you for reading this comment and thank you for your consideration.
	• Goal 1: Abundance of outside, visitors, damp in the feasibility of using these programs for children because it will be based on parking access accessibility, which there is a little of
	• Goal 2: As a senior does not live by the oasis center, I do not believe there are programs for seniors in other places. Even if there were, it would be managed downwardly because of parking restrictions.
	• Goal 3: I support the creation of new parks and connections that expand resident access to recreation, parks, and open space. Newport Beach is growing, and with that growth comes the responsibility to ensure that all residents — from families with children to seniors — have safe, convenient, and equitable access to outdoor spaces. It is key that the City focus on the people who live near new and existing parks so they can enjoy them without needing to drive. To truly achieve this, safe, separated trails and bike lanes must be built — facilities that parents and children feel comfortable using. Reliance on sharrows, painted bike lanes, and signage is not adequate to ensure safety or encourage active transportation. By investing in parks and linking them with well-designed, traffic-separated walking and biking connections, the City can create a network that promotes health, recreation, and community while preserving the coastal character and natural beauty that makes Newport Beach unique.
	• Goal 3: To be honest, we know there's no extra room for parks other than what we have. Marine Park has turned into beach parking even though it was not intended for such. Enforcement is little. The crosswalks are dangerous and poorly lit. Many blind spots that hide pedestrians with the trees. Again, this was brought up in numerous meetings, but the city proceeded anyway too bad you don't listen.

Element or Section	Comment(s)
Recreation	• Goal 4: The Fun Zone area, Balboa Village, is in shambles and pearly presented. What happened to the parking structure that was promised when the market disappeared? How quickly we forget. Two stories up in two stories below grade was what was talked about earlier, but never appeared. City pays poor attention to the obvious
	• Goal 7: Need more police, no doubt. Protect the residence. Multiple crimes committed every single weekend. Auto theft and personal theft abound. Inadequate enforcement. Inadequate speed control. High volume of modified exhaust vehicles speeding at Balboa Boulevard and E Street. Requested solar operating speed readout sign east and west of E Street and East Balboa Boulevard. This has been requested several times to city staff with no action taken
Natural Resources	• Goal 2: Reduce burden to have private make chargers for public use • Goal 4: What are you doing to fix the electric infrastructure? and replace the road and gas tax? • Goal 5: not affordable at this time • Goal 6: fix the grid, and lower the electric rates • Goal 10: The previous GP mentioned the NCCP in the introduction and had a policy concerning maintenance in various senses of Buck Gully and Morning Canyon NR 10.8 • Goal 12: i have a storm drain that dumps trash and sediment on my property that no agency will take responsibility for-help in that mapping • Goal 13: i have a storm drain that dumps trash and sediment on my property that no agency will take responsibility for-help in that mapping • Goal 15: we need to add sand to the beaches and protect property
Harbor, Bay, and Beaches	• Goal 1: Where are the maps that show what parcels are affected by these “goals” and plans?

Element or Section	Comment(s)
Harbor, Bay, and Beaches	• Goal 1: for beach access along the peninsula, the boardwalk should be widened to accommodate more visitors and residents and separate foot and bicycle traffic. Currently the mixed-use path has been caused for concern, giving the rise of e-bikes and speeding along the boardwalk. Expanding the boardwalk and giving cyclists their own dedicated space will help improve these issues
	• Goal 1: The issue of all Moorings has been corrupted and ceases to promote recreation and fairness to the mooring owners. This is evidenced by reactions and attitude of the Harbor commission and the Harbor department. It's been sold quite clearly that the Harbor department was supposed to help recreation and users in the harbor, but the actual facts are, it has scared and intimidated permit holders with impunity, not collaboration. To rent out our moorings, confiscate all the revenue, ignoring the morning owners, and pay none of the costs to maintain is and has been a damaged public policy for too many decades, and it rubs against a cooperative collaboration. Surely, someone must be looking at this and passing it over. Is there no oversight?
	• Goal 2: Which parcels? Specifics-bulkhead recommendations? Liquefaction mitigation steps?
	• Goal 2: The tsunami warning system is a joke. Repeated efforts to work with city staff has failed for many years. Public involvement and concerns for their vulnerability has been ignored and treated poorly. The sirens are not heard by the residence nor visitors. The city has left property owners with a poorly constructed system with no audio intervention. Did anyone pay attention to the flash floods in Texas that wiped out the kids camp and what the aftermath showed as vulnerability? We, Peninsula residents do not want to be a casualty statistic. How many times are residents supposed to worn city staff before something critically done. Laguna Beach has embrace the problem and has addressed it. Here we are just up the coast and we ignore it.

Element or Section	Comment(s)
	• Goal 3: Parking problems for visitors, totally spoil the beach, living experience for homeowners and visitors alike. The volume of people should be controlled. There is poor egress off the peninsula on high impact weekends. There is a saturation of parking spaces that cause many residual driving and pedestrian hazards. This study should be addressing that for solutions and action and not ignored. I am pessimistic because of past experience big development has restrictions and has requirements to assist in the problem. We have traffic issues that are not solved and need more study.
Harbor, Bay, and Beaches	• Goal 3: I strongly encourage the City to reduce or remove the oceanfront parking lot at Newport Pier and replace it with open space, shops, or businesses that better serve residents and visitors. Doing so would also allow for the long-overdue connection of the currently bisected boardwalk, restoring safe and continuous access along one of our most important public amenities. The existing parking lot is not only an eyesore but also a missed opportunity. It blocks one of the City's most valuable assets, our world-class ocean views, while creating hazards for pedestrians, cyclists, and families dining at nearby restaurants. Dedicating prime oceanfront land to surface parking prioritizes cars over people and undermines both safety and quality of life. Rather than doubling down on parking lots and street parking that only attract more congestion, the City should invest in sustainable, forward-looking mobility solutions that make beach access easier and safer without adding more cars. Expanded public transit options — including protected bike lanes, buses, shuttles, and ideally a modern light rail line could serve residents and visitors far more effectively while protecting our coastal environment. Historically, the Pacific Electric streetcar connected regional destinations directly to the Peninsula, linking Newport Beach with Huntington Beach and all the way to Los Angeles. A 21st-century version of that vision could once again connect at least Costa Mesa and Huntington Beach to major destinations in Newport Beach, including the Peninsula, Fashion Island, and Corona del Mar, and potentially extend even farther.

Element or Section	Comment(s)
Harbor, Bay, and Beaches	[continued] Reimagining beach access around public transit rather than parking lots would not only reduce traffic and pollution but also create safer, more vibrant, and more enjoyable public spaces. This is a once-in-a-generation opportunity for Newport Beach to lead with vision — to enhance the character and safety of the Pier area, strengthen the local economy, and restore access to uninterrupted coastal views, all while embracing a cleaner, more connected future.
	• Goal 4: It is a total distraction to have bicycle mobs take over our arterial streets on any given weekend day. More reinforcement is necessary, especially for hot rodding with modified exhaust vehicles, corrupting the peace and quiet on the peninsula. The lights are on, but nobody's home because there are so many issues with visitors' intrusion. It is obvious that drunk drivers abound and seem to be on the increase. Visiting Newport Beach is like going to Disneyland without an entrance fee at the gate, and by the way, the free water for showers comes with it.
	• Goal 4: Newport has no right to view, how are you trying to change that?
	• Goal 5: That would be great, for those of us that have to deal with 7 agencies to just dredge
	• Goal 6: Help ease the regulations on dredging
	• Goal 7: Dog and pet litter continue to have free rain and unenforced behavior. Dog should not be on the beaches running free with fecal matter ignored. The boardwalk officers aren't improvement I need to remain or increased as it is dangerous for seniors to walk on the boardwalk
	• Goal 8: That is managing our moorings and docks
	• Goal 8: Traffic signals are not conducive to arterial movement. Encourages are dangerous and too frequent to the full of traffic. Somehow, the volume of traffic needs to be managed. Residence have to suffer and no one's watching that.

Element or Section	Comment(s)
Harbor, Bay, and Beaches	• Goal 9: at the Harbor department, the Harbormaster and the deputy Harbormaster make too much money. This was not envisioned when this department was developed. It is top-heavy.
	• Goal 10: The quantity of parking spaces is poor and inhibit the quality of life for residence. The multiple crosswalks are dangerous as people do not use them properly.
	• Goal 10: "For beach access along the Peninsula, the boardwalk should be widened to better accommodate both visitors and residents, with a clear separation between pedestrian and bicycle traffic. The current mixed-use design has become a growing safety concern, especially with the rise of e-bikes and increased speeding along the boardwalk. • Expanding the boardwalk and providing cyclists with their own dedicated space will improve safety, reduce conflicts between users, and enhance the overall experience for everyone who enjoys this important community amenity."
Land Use	No online comments.
Arts and Culture	No online comments.
Historical Resources	No online comments.
Safety	• Goal 7: Policy S 7.8--The approved tree list for the city should be sensitive to flammability. • Goal 10: Would like to see the enforcement of Little Corona Beach. Nightly fires and wildfire risk. • Goal 12: I would like to see the banner towing planes, Paramotor and drones regulated. We live on Ocean Blvd and all three are accidents waiting to happen and a HUGE annoyance to residents.

Element or Section	Comment(s)
General Comments or Implementation Program	• Hello, there's a beautiful canyon and ocean view from Newport Coast Drive and Ridge Park Road heading west towards the ocean that is currently blocked by plant overgrowth. Nothing is located there but bushes. If some of the bushes were trimmed down the view would be breathtaking. Thank you for providing the opportunity for input, much appreciated! • Banning Ranch/Randall Preserve is now permanently protected public open space. Yet the verbiage regarding its development still remains the NB General Plan. See Chapter 13, Implementation Program, Sections 3.1a, 4.1, 5, and 13.1. The General Plan needs to be updated to delete these inaccuracies and reflect the current status of Randall Preserve/Banning Ranch. • I'm concerned about low-income housing in Newport Coast on the site of the old Coyote Canyon landfill. I didn't move to Newport Coast to live in a low-income area. Can't the city put in the golf course as previously planned (or just leave it open space) and just put the low-income housing by the airport, so you don't alienate the support of the Newport Coast residents, please. • This as presented does not address what parcels and parts of town are affected with each goal. Provide specific maps or overlays that each "goal" is addressing • I am concerned about increased traffic on Newport Coast Drive with the opening of Sage Hill Middle School and the future low-income housing. Can another lane on each side of the road be added between San Joaquin Hills Drive and the 73 Freeway to help ease traffic.

APPENDIX D

OPEN HOUSE COMMENTS

Participants' input from the feedback sheets and the virtual Q&A feature is listed in Table 6 below, representing five contributors.

***Table 6**: Comments submitted during the Open House*

Element or Section	Comment(s)
Recreation	• Is lawn fertilizer use monitored or regulated? • Safe bridge routes. Walking/hiking trails • Protection of Public Beaches
Arts and Culture	• Public art which can rotate, offering local artists exposure • Through[out] the city
Natural Resources	• Access to Viewsheds. Noise/Lack thereof • I agree with replacing the city vehicle fleet with clean energy vehicles - hopefully electric. I agree with installing solar panels on public infrastructure and parking lots • We should publicly encourage roofs to add solar panels and better storage for residential homes and businesses. Newport Shores power was out for 1 hr today. I would like to know why • Coordination with agencies; Clean Water • We also need to monitor risk for orphaned wells, and river flooding with a 100-year rainfall.
Historical Resources	• We need to develop a program to educate our history of Indian influence • Historical plaques, markers, monuments • I appreciate the emphasis in maintaining historical sites and indigenous history • History through education

Element or Section	Comment(s)
Land Use	• Affordable housing. Open Space. Best Management of Growth. Effort to reduce incidental trips • This is land use. More emphasis is on affordable housing - so people in the service industry, teachers, fire, and police can live in the city • [Appreciate] Planned Housing • Remove Coyote Canyon
Harbor, Bay, and Beaches	• As much shoreside walkable access as is possible. Enhanced opportunities for fishing. What will parking needs look like in 20 years • Maritime support businesses over restaurants? The Harbor Commission should put restrooms back on its goals and objectives. Make Newport's "biggest" public dock actually usable • Protect the harbor
Safety	• Lighting that protects dark skies • Goal 9: Would a surf park be wise in a potential crash zone? Goal 10: Shade, greenbelts, and splash pads. 1,2,3 flooding/erosion/$$$ • Possible warning system added to the tsunami warning system - near the river?; Review of 10-year forecasting of the Santa Ana River; Is there more that can be done to reduce damage from water during or after earthquakes? • Fire Hazards • Update trees - no Cyprus and no pine
Other Comments	• A heavy emphasis on reducing litter/waste, and educational outreach to residents about what should and shouldn't go into their recyclable bins. The city should not phase out the HIGHLY regulated and monitored mooring, live-aboard permit program. The last means of affordable housing here. First responders who rescue countless tourists, etc...

APPENDIX E

BOARDS AND COMMITTEES COMMENTS

Comments provided by city boards, commissions, and committees are reflected in Tables 7 to 13 below. Each table is dedicated to one element, and not organized by board or commission. **Red and underlined text** indicates line-by-line edits suggested by the board or commission.

***Table 7**: Comments from Boards, Committees, and Commissions: Arts and Culture*

Element or Section	Goal/Section	Comment(s)
Arts and Culture	AC-1: A community enriched by and connected to the arts, culture, and education	N/A
	AC-2: Programs and exhibits in Newport Beach that are widely promoted, marketed, and attended	Revise Policy AC-2.2 with the following addition: "Conduct marketing through the City's various social media and communications platforms to build public awareness and encourage participation in City-affiliated arts, culture, and literary activities. Cultivate partnerships with local businesses and other groups for marketing efforts for cultural arts, (Imp. 29.1)"
	AC-3: Strong partnerships that support thriving arts, culture, and education	Revise Policy AC-3.1 with the following addition: "Partner with the community and educational institutions to encourage and strengthen arts education for children, youth, adults, older adults and for people of all abilities throughout the city."
	AC-4: Funding that helps local artists and art programs flourish	Revise Policy AC-4.1 with the following addition: "Partner with, and reasonably, support non-profit, private, and community organizations in applying for public and private grants and promote community and business donations, fundraising and sponsorships that support art, culture, and literary activities.

Element or Section	Goal/Section	Comment(s)
Arts and Culture	AC-5: State-of-the-art facilities to host art exhibits and programs	N/A
	AC-6: A wide collection of art exhibited throughout Newport Beach	Revise Policy AC-6.1 with the following addition: "Revise the City's public art policy to (1) establish suitability criteria to guide the selection of sites for new and innovative public art installations in a manner that considers citywide needs and the balanced distribution of art throughout the city; (2) establish guidelines for the commissioning and conveyance of public art on private property; ~~and~~ (3) refine guidelines and criteria for accepting art donations for display in public spaces and consider establishing guidelines for storage and long-term maintenance; and (4) consider an artwork acquisition plan for expanding the [C]ity's permanent art inventory. (Imp. 8.2, 9.1)"
	Not Specified	Add a new policy regarding the periodic re-evaluation of City Arts Grants for impact.
	Not Specified	Add a new policy about cultivating more culinary arts programs in the City.
	Within "Goals, Policies, and Actions" under "Arts and Culture Opportunities"	"Art and Culture Opportunities: Expanded art and culture opportunities can include new public art installations, culture events, culinary arts, and programs. Creating opportunities to engage with art and culture across Newport Beach can make art accessible to people of all backgrounds and generations."

***Table 8**: Comments from Boards, Committees, and Commissions: Historical Resources*

Element or Section	Goal/Section	Comment(s)
Historical Resources	HR-2: Well-documented and protected archaeological and paleontological resources	N/A

Element or Section	Goal/Section	Comment(s)
Historical Resources	HR-3: Celebrate, preserve, and protect local history	N/A
	HR-4: Enshrine local history through education	Make the following revision to Policy HR-4.3: "Encourage collaboration with local preservation organizations, like the Newport Beach Historical Society, to research, conduct outreach, and develop programs and activities to encourage and support historic preservation and ~~cultural~~ historical tourism. (Imp. 14.16)"
	HR-5: Celebrate tribal cultural resources	N/A
	Within the "Overview."	Add a sentence about tourism.

***Table 9**: Comments from Boards, Committees, and Commissions: Harbor, Bay, and Beaches*

Element or Section	Goal/Section	Comment(s)
Harbor, Bay, and Beaches	HBB-1: Local businesses and water-dependent commercial uses in the Newport Harbor area that are preserved to maintain and enhance the economic activity charm of the waterfront community	**Harbor – HBB-1.2.** • Clarify if new development is private, public or both and also whether it is at any time or only post-development. For example, a public use (i.e., Marina Park) could be redeveloped 25 years from now and it would affect water use during construction. **HBB-1.4.** • The phrase "...bridges across City-controlled roads..." is unclear. • Consider adding a reference to modern mooring technology (e.g., helix anchors) and mooring field optimization to improve safety, environmental impact, and capacity.

Element or Section	Goal/Section	Comment(s)
Harbor, Bay, and Beaches	[continued] HBB-1: businesses and water-dependent commercial uses in the Newport Harbor area that are preserved to maintain and enhance the economic activity charm of the waterfront community	**HBB-1.9.** • What is the definition of a "small" boat? It should include personal watercraft and manual and human-powered craft. • We should be more proactive than "teach customers how to safely operate the watercraft" entails — should this be more formal training, safety briefings, or informational materials? Support continued short-term rental of boats, wave runners, stand up paddle boards and other human power watercraft while encouraging vendors to teach customers how to safely operate.
	HBB-2: Minimized risk of displacement by coastal hazards	**Harbor – HBB-2.1.** The bullets need more clarity on what the intent is. Also, the list seems limited.
	HBB-3: A harbor, bay, and beaches that attract tourism and maintain the character of coastal neighborhoods	**Harbor – HBB-3.1.** It is unclear how more waterfront could be created. What does the word "reasonable" mean here?
	HBB-4: Sufficient coastal infrastructure that protects coastal-dependent and public recreational uses and view corridors while matching the character of the surrounding development and protecting coastal and visual resources	**Harbor – HBB-4.** Clarify what are believed to be the current "view corridors".

Element or Section	Goal/Section	Comment(s)
Harbor, Bay, and Beaches	HBB-5: Coordination among City, County of Orange, State, and Federal agencies having regulatory authority of Newport Harbor and Newport Bay	**Harbor – HBB-5.3.** The "other controlling agencies" should be named.
	HBB-6: Maintenance and enhancement of deep-water channels to ensure they remain navigable by boats	**Harbor – Goal HBB-6.** Maintenance and enhancement of deep-water channels should include a long-term sediment management funding plan. Without funding language, dredging goals may be hard to achieve. **HBB-6.3.** Has "HBB-7.1" repeated twice and should be incorporated in HBB-7.1. Confusing wording.
	HBB-7: Protection and restoration of beaches and dunes	**Harbor – HBB-7.1.** This is listed twice. Clarify who is being encouraged and what traditional infrastructure would be reduced. This is unclear. Also, should the specific locations of sand replenishment and nourishment and dune restoration be named? **HBB-7.2.** What is the expected source of the sand? **WQ/CT –** [Add to existing shoreline/ sediment policies HBB-7.4 through HBB-7.6:] As part of evaluating shoreline protection, prioritize nature-based strategies (e.g., dune restoration, strategic nourishment, living shorelines) before structural armoring. Establish and maintain action thresholds for beach width and elevation that, when exceeded, trigger defined nourishment or dune management responses and budget requests. Identify structural armoring (groins/jetties/artificial reefs) enhancements to advance sand/beach retention with protection for surfing function.

Element or Section	Goal/Section	Comment(s)
Harbor, Bay, and Beaches	HBB-8: Well-managed and economically productive harbor, bay, and beaches	**Harbor – HBB-8.1.** Explain how expansion of existing marinas might be possible. **HBB-8.2.** Explain what is meant by "lower-cost" recreational boating. **HBB-8.3.** Consider changing the word "provide" to "maintain" as there likely isn't space for additional anchorages in federal areas. **HBB-8.5.** Who would the temporary use be provided by? **HBB-8.7.** • Explain what the term "reasonable" means. How are the renewable annual permits in compliance with State Lands Commission? • This is on "Live Aboard permits", shouldn't we change "Reasonable maximum number" for a live-aboard permit and tie it to a specific percentage of moorings as it is today?
	HBB-9: Cost-efficient servicing and managing of Newport Harbor	**Harbor – HBB-9.** Consider adding language about adopting technology for harbor management (smart buoys, online mooring rentals, vessel tracking) to improve efficiency and user experience. This is in process today. **HBB-9.1.** Explain what the term "reasonable" means. **HBB-9.3.** "Reasonable value for the lease rates" should be "fair market value per State Lands Commission". Are the "waterfront developments" public, private or either? Under "Public Access to Coastal Resources", the term "worst case" is stated in reference to sea level rise. There have been numerous sea level studies that have a wide range in theories about the total rise over time. As such, worst case should be better defined. Which study should be cited?

Element or Section	Goal/Section	Comment(s)
Harbor, Bay, and Beaches	HBB-10: Safe and accessible beach and harbor access points	**Harbor – HBB-10.5.** Expand on this to commit to funding and include the Harbor Department and on the water fire suppression. **PB&R –** We believe the safety of people on foot versus motorized and other non-foot traffic should be a balancing factor in the Preamble to HBB-10 and where otherwise applicable. Especially in consideration of prioritizing safe access to parks, beaches, & other recreation facilities.
	HBB-11: Multifaceted and integrated coastal access	**Harbor – HBB-11.** Expand wayfinding beyond signage to include digital tools (apps, QR codes, real-time maps) for visitor navigation which is in effect today. **HBB-11.1.** Suggest changing the word "encourage" to "maintain". **HBB-11.3.** It is not clear where a marine terminal could be located in Newport Harbor. Does this HBB apply?
	HBB-12: Protection of the visual and ecological resources of Upper Newport Bay	**Harbor – HBB – 12.1.** Maintain public use in Upper Newport Bay Nature Preserve and Ecological Reserve to the extent that such use is consistent with the preservation of sensitive resources including monitoring and maintenance of Newport Bay Trash Interceptor. **PB&R** – Who exactly is the Newport Bay Watershed Executive Committee? Also, should the Newport Bay Conservancy be referenced as a coordinating entity in HBB-12.2, as the Upper Newport Bay is their area of specialty and there is longstanding coordination with the City?

Element or Section	Goal/Section	Comment(s)
Harbor, Bay, and Beaches	Not Specified	**Harbor –** There should be something in this document to maintain the relationship with the County for the launch ramp facility as there are no other launch ramps in the harbor., Could consider identifying a new launch ramp location owned by the City. If the County were to end the lease arrangement, how would vessel launching be possible?
	Not Specified	**Harbor –** There should be something in the document to maintain the relationship with fuel dock owner(s). If those owner(s) decided to redevelop their property into something other than a fuel station, how would vessel fueling be possible?
	Not Specified	**Harbor –** Consider adding a section that defines the City Harbor Department's current role and the need to maintain this.
	Not Specified	**Harbor –** There is no mention of the Harbor Department's current role in managing the harbor, coordinating safety, providing on-the-water support, and generating revenue for the Harbor Department budget and the Tidelands Fund. Including these functions would acknowledge the Department's importance in daily operations and long-term harbor sustainability.
	Not Specified	**Harbor –** The Orange County Sheriff's Harbor Patrol role is mentioned only indirectly through safety policies. Consider adding a specific policy on collaboration between the City and the Sheriff's Department to ensure consistent, effective, and well-coordinated law enforcement on the water.

Element or Section	Goal/Section	Comment(s)
Harbor, Bay, and Beaches	Within the "Economic Value of the Harbor" Section	**Harbor –** The data is from 2018. Should we obtain later data and add a note that this data will be updated every X years to maintain relevance?
	Within the "Introduction" Section	**WQ/CT –** • Recommends replacing the Purpose paragraph with emphasis on economic impact. Potential draft (ILLUSTRATIVE FOR FLOW AND EMPHASIS, CONSULTANT SHOULD REVIEW FOR ACCURACY OF NUMBERS AND CONTEXT) "Newport Beach's harbor, bay, and ocean beaches are the City's most valuable public assets—foundational to our ecology, economy, and way of life. They anchor a visitor economy that draws more than 9.5 million overnight and day-trip visitors to the harbor area annually and accounts for slightly over 30 percent of all direct tourism-related spending in the City (nearly $400 million). The harbor alone generates an estimated $547.4 million in direct economic output and supports about 4,440 direct jobs, with total countywide output near $787 million. This significant economic activity stems from coastal-dependent recreation and access to the beaches, water-based activities in the harbor and bay, and the habitats of Upper Newport Bay that buffer storms and support biodiversity. The purpose of the HB&B element should be to sustain water quality and habitat, protect and enhance public access and recreation, and direct investment in coastal resilience so that these community assets continue to support residents, visitors, and the local businesses and economy."

Element or Section	Goal/Section	Comment(s)
Harbor, Bay, and Beaches	[continued] Within the "Introduction" Section	• Overview Paragraph – how can we add measurable context and emphasize beaches vitality using background analysis? **Scale of the shoreline**. Newport Beach manages an interconnected 47.7-mile shoreline system composed of XX miles of bay and ocean beaches and vital dunes to the navigational waters of Newport Harbor and the tidal wetlands of Upper Newport Bay. Our region-serving beach and water recreation facilitates vital visitor-serving businesses and protects backshore communities, neighborhoods and infrastructure. **Activity and access.** Newport Harbor is the largest recreational boat harbor on the West Coast, with more than 9,000 recreational boats. Navigation, harbor water quality, and marina policies must complement beach access and safety. Our beaches serve an estimated 8 million visitors, swimmers and surfers a year. Beach and boating users are the backbone of Newport's hospitality economy.
	Not Specified	**WQ/CT –** Discovery and Potential Creation of a City Committee Emphasizing City Beaches. • Issue: The Beaches are a vital part of our community. Yet there is no clear oversight into Beach management, economic programs tied to beaches, and issues tied to Coastal Resilience. This void in management needs to be addressed, and may be best resolved by the creation of a new City committee focused on the topic. Or clarification on where this lives.

Element or Section	Goal/Section	Comment(s)
Harbor, Bay, and Beaches	[continued] Not Specified	• Beaches & Coastal Resilience Committee. Establish a standing Beaches & Coastal Resilience Committee to advise the City Council on ocean-beach management, sand budgeting and replenishment, dune restoration and other nature-based shoreline adaptation, sea-level-rise planning to include Local Coastal Program (LCP) update recommendations, watershed education and outreach, and provide direction on Tidelands Infrastructure Capital Plan priorities affecting ocean beaches. • Scope and Deliverables. The Committee's annual work program will include: (a) a State of the Beaches report (conditions, monitoring results, postings, and access); (b) an Annual Sand & Shoreline Work Plan (recommended nourishment/ retention actions, sequencing, and partnerships); and (c) advice on grant applications and interagency agreements (e.g., with the United States Army Corps of Engineers and the Regional Water Quality Control Board). • Composition. Appointments should reflect Peninsula, Corona del Mar, and Upper Bay neighborhoods and include expertise in coastal engineering/geomorphology, Harbor Commission/marina operations, lifeguard/ocean safety, hospitality industry, environmental/ nonprofit stewardship, tourism/ hospitality, and youth/education.

Element or Section	Goal/Section	Comment(s)

Harbor, Bay, and Beaches	[continued] Not Specified	• Implementation Considerations. Add to the Implementation Program:
		  • (i) adopt an establishing resolution and bylaws;
		  • (ii) assign staff liaisons from Public Works/Harbor Commission, Community Development, and Utilities/Water Quality;
		  • (iv) publish an annual State of the Beaches report.
		  • (v) Assign a lead City department and form an interdepartmental coastal resilience team (Public Works/Harbor, Community Development, Utilities/Water Quality, and Fire-Lifeguards with liaison from City Council). Establish quarterly coordination with County and State partners
		
		Coordination & Roles (Cross-References)
		
		• Clarify roles among bodies as follows: Beaches & Coastal Resilience Committee — beach condition, sand budgets, nature-based shoreline adaptation, and related public education; Water Quality / Coastal Tidelands Committee — water quality and habitat; Harbor Commission — navigation, moorings, and harbor operations; Parks, Beaches & Recreation Commission — park/beach programming and amenities.
		
		Direct staff to bring an annual joint session among relevant groups to review the State of the Beaches report, monitoring results, economic impact, and the Annual Sand & Shoreline Work Plan before budget adoption.

***Table 10**: Comments from Boards, Committees, and Commissions: Recreation*

Element or Section	Goal/Section	Comment(s)
Recreation	R-3: New parks and connections that increase resident access to recreation, parks, and open space opportunities	Would it be relevant to include something about assessing the use of parks and how under-utilized areas might be re-purposed for public use? (i.e. the back corner of Sunset Ridge Park behind the playground)
	R-4: Parks and recreation facilities that are preserved, upgraded, and well-maintained	We like the idea of promoting more dog parks. We believe this should have its own bullet point as opposed to being a part of Policy R-4.2. The bullet point prioritizing new dog parks might mention the frequency of infractions related to dogs off leash, dogs in protected areas, etc., and that additional dog parks would not only provide dogs a safe place to recreate, but reduce the dangers to people of dogs off leash and to wildlife and more of dogs in protected open spaces.
	R-5: Parks and recreational facilities that are adapted to meet a variety of needs for existing and future residents	Policy R-5.8: Use reasonable efforts to evaluate tree canopy cover in parks and the public right-of-way, considering shade and priority active transportation corridors. (Policy S-7.1.5)
	R-6: Established and well-maintained relationships to facilitate interagency and interorganizational coordination	N/A
	R-7: Protection of public beach access	We believe the safety of people on foot versus motorized and other non-foot traffic should be a balancing factor in the Preamble to R-7 and where otherwise applicable. Especially in consideration of prioritizing safe access to parks, beaches, & other recreation facilities.

Element or Section	Goal/Section	Comment(s)
Recreation	R-8: Adequate support facilities at parks and recreation areas	We like the recognition of the need for providing and maintaining support facilities in parks and recreational spaces in Policy R-8. We suggest specifically calling out the need for additional restrooms or porta potties and drinking fountains near the Upper Newport Bay where increasing numbers of people are traversing the streets and pathways on foot, bicycles, and other non-foot vehicles.

***Table 11**: Comments from Boards, Committees, and Commissions: Natural Resources*

Element or Section	Goal/Section	Comment(s)
Natural Resources	NR-1: Reduced transportation-related emissions to improve air quality	**PB&R –** We believe the safety of people on foot versus motorized and other non-foot traffic should be a balancing factor in **NR-1.1 (safety consideration in addition to promoting walkable & bikeable neighborhoods)** and where otherwise applicable. Especially in consideration of prioritizing safe access to parks, beaches, & other recreation facilities.
	NR-2: Electric vehicle charging or other clean technology infrastructure to serve the growing share of clean-energy vehicles	N/A
	NR-3: Reduced air pollution emissions from ground operations at John Wayne Airport Mineral and Oil Resources	N/A

Element or Section	Goal/Section	Comment(s)
Natural Resources	NR-4: Preparation for the orderly transition of oil and gas resources, as deemed appropriate	N/A
	NR-5: Increased electrification or use of renewable energy at public facilities to reduce gasoline and natural gas usage and emissions	N/A
	NR-6: Electrification or renewable energy incentives for existing buildings to reduce natural gas emissions	N/A
	NR-7: Native and naturalized non-invasive species habitats in parks and public open space	**PB&R** – We like that the policies in this Goal highlight the importance and value of our Urban Forest. Additionally, we think it is important to recognize the threat of invasive species and the significance of their eventual removal.
	NR-8: Cooperation with State and Federal resource protection agencies and private organizations to protect terrestrial and marine resources	N/A
	NR-9: Community-driven initiatives for ecosystem conservation	N/A

Element or Section	Goal/Section	Comment(s)
Natural Resources	NR-10: Land use and development standards to conserve important ecosystem services and habitats	N/A
	NR-11: Coordination with relevant agencies to reduce pollutants of concern in Newport Bay	N/A
	NR-12: Enhanced green infrastructure to help prevent runoff into Newport Bay	N/A
	NR-13: Standards and programs to limit runoff of pollution to preserve water quality of groundwater sources	**WQ/CT -** (Note – I think we need to add more specifics around storm drain installation – the City apparently has a plan to do this but I have not seen the implementation) Install storm drain screens on all storm drains that dump directly into the bay or ocean.
	NR-14: Minimized adverse effects to water quality from sanitary sewer outflows	N/A
	NR-15: Beach nourishment, sand retention, and sediment restoration projects	N/A
	NR-16: Reduced potable water use for landscaping on public lands	N/A

Element or Section	Goal/Section	Comment(s)
Natural Resources	NR-17: Water-efficient landscaping incentives for private property	N/A
	NR-18: Viewsheds and corridors that are preserved	N/A
	NR-19: Minimized visual impacts of signs and utilities	N/A
	NR-20: Protection of archaeological and paleontological resources	N/A
	Not Specified	**WQ/CT** – City-wide initiative to reduce its trash footprint to prevent runoff into Upper Newport Bay, Harbor and Beaches. Consideration of targeting single use plastic waste. • Single use plastic waste is the number one trash category that negatively impacts Newport Beach's marine environment, impacting water quality, coastal habitats and beach and harbor recreation. • Combating single use plastic waste in our environment is now a global crisis. Require Newport Beach to conduct analysis on short and long term measures to reduce single use plastic waste in the City limits and all areas of City operations. • Comply with plastic waste reduction mandates already passed into CA law, specifically AB 1276 (passed in 2022), otherwise known as the "Skip the Stuff."

Element or Section	Goal/Section	Comment(s)
Natural Resources	[continued] Not Specified	• Implement programs that would encourage and/or incentivize businesses, particularly restaurants and food establishments, to reduce their single use plastic footprint. • Develop public outreach programs to raise awareness around the negative impacts of plastic pollution. Leverage local NGO partners and other community-based organizations. Initiate review of the short- and long-term fiscal impacts to a waste reduction program including, energy consumption, water reduction, capacity of landfills for municipal waste and future State laws and mandates.

***Table 12**: Comments from Boards, Committees, and Commissions: Safety*

Element or Section	Goal/Section	Comment(s)
Safety	S-1: A community that is resilient to coastal flooding	**WQ/CT** – [Insert in Safety Element under Coastal Hazards; cross-reference in HBB Administration/Coordination.] Policy S-1.X / HBB-NEW-SLR (Finish Early). Adopt and submit a Sea-Level-Rise (SLR) Plan and Local Coastal Program (LCP) amendments for California Coastal Commission certification by December 2029—four years ahead of the statutory deadline—to protect beaches and public access and to take advantage of accelerated application processing for state and federal funding afforded to early certification communities. Consider Funding Sources. Establish and maintain shoreline protection reserves in the Capital Improvement Program and / or Tidelands Infrastructure Capital Plan to implement early actions identified in the SLR Plan.

Element or Section	Goal/Section	Comment(s)
Safety	S-2: Beaches that are maintained and protected from erosion	N/A
	S-3: Current and accessible data and information on flooding, beach erosion, and bluff erosion	N/A
	S-4: Buildings and utilities that are protected from seismic and geologic hazards	N/A
	S-5: Stabilized bluffs to minimize erosion and prevent landslides in developed areas	N/A
	S-6: A community that is resilient to and protected from inland flooding	N/A
	S-7: Reduced and well-managed urban and wildland fire hazards	N/A
	S-8: A community protected from the impacts of hazardous materials	N/A
	S-9: A community protected from airport-related hazards	N/A
	S-10: A built environment adapted to provide relief from extreme heat	N/A
	S-11: Tested and effective communication systems for emergency preparedness and response	N/A
	S-12: High-quality public safety, emergency preparedness, and response services	N/A
	S-13: Evacuation routes and centers that are maintained to provide functionality during hazardous conditions	N/A
	S-14: A community where residents, employees, and visitors feel a sense of comfort and safety	N/A

***Table 13**: Comments from Boards, Committees, and Commissions: Land Use*

Element or Section	Goal/Section	Comment(s)
Land Use	LU-1: A City that manages growth and change through land use decisions that are consistent with the General Plan	N/A
	LU-2: Well-balanced land uses with adequate community services and supporting infrastructure that support livability, provide residential opportunities, promote new complementary uses, sustain and enhance economic vitality, and sustain the natural environment	N/A
	LU-3: A city that values an aesthetically pleasing built environment	N/A
	LU-4: Distinct neighborhoods and villages that accommodate planned development while maintaining their unique character	N/A
	LU-5: Residential neighborhoods that are well-designed and contribute to the livability and quality of life of residents	N/A
	LU-6: Commercial districts and centers that are well-planned and exhibit a high level of architectural and landscape quality	N/A
	LU-7: Mixed-use districts designed and planned to ensure compatibility among a variety of uses	N/A
	LU-8: Office and business parks exhibit a high-quality image, are attractive, and provide quality working environments for employees and services for the community	N/A
	LU-9: Industrial districts that provide flexibility to incorporate community-serving uses and encourage transition to co-locate employment, residential, and creative and artistic uses	N/A

Element or Section	Goal/Section	Comment(s)
Land Use	LU-10: Public and institutional uses that enhance the quality of life for residents and are located and designed to complement Newport Beach's neighborhoods	N/A
	LU-11: Housing opportunity sites: A City with sufficient housing opportunities	N/A
	LU-12: Corridors that are compatible with surrounding uses, are well-designed and attractive, minimize traffic impacts, and provide adequate parking	N/A
	LU-13: Corona del Mar: A pedestrian-oriented village serving as the center of community commerce, culture, and social activity	N/A
	LU-14: Mariners' Mile: A mixed-use corridor that reflects the Newport Bay waterfront, supports and respects residential uses, promotes pedestrian activity, and exhibits a high-quality visual image	N/A
	LU-15: Old Newport Boulevard: A corridor of uses and services that support Hoag Hospital and nearby residential neighborhoods	N/A
	LU-16: Western Entry Corridor: A gateway corridor with connections to the Santa Ana Bike Trail and Randall Preserve, as well as commercial clusters that serve local residents and coastal visitors at key intersections, interspersed with compatible residential development	N/A
	LU-17: Airport Area: A connected and complete community that supports residents and businesses	N/A
	LU-18: Balboa Peninsula: A series of pedestrian-oriented districts with a mix of visitor-serving, marine-related, retail, live/work, and residential uses	N/A

Element or Section	Goal/Section	Comment(s)
Land Use	LU-19: Balboa Island: A walkable, compact coastal district with residential, visitor-serving, and community-oriented uses	N/A
	LU-20: Newport Center/Fashion Island: A high-quality downtown that supports residents, businesses, and visitors	N/A
	LU-21: West Newport Mesa: A live/work community connected to key resources	N/A
	LU-22: Coyote Canyon: A community that balances homes with the natural environment	N/A
	LU-23 Dover/Westcliff: A mixed-use community connected to citywide resources	Consider a policy that prioritizes opportunity for residential redevelopment in this Focus Area.
	LU-24: Infrastructure that supports new development, maintains and improves existing development, and is adaptable to new technologies	N/A
	LU-25: A prompt and efficient system for development permit processing	N/A
	LU-26: Efficient use of land to create livable neighborhoods and support economic development	N/A
	LU-27: A city with healthy communities for all	N/A
	LU-28: A City with mutually beneficial land use conservation and development	N/A
	LU-29: Sphere of Influence: A regional natural resource that is preserved for future generations	Reconsider the inclusion of encouraging a “linear park.”

Attachment C

Resolution Dissolving the GPUSC and GPAC

RESOLUTION NO. 2026-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, DISSOLVING THE GENERAL PLAN UPDATE STEERING COMMITTEE AND GENERAL PLAN ADVISORY COMMITTEE

WHEREAS, Section 200 of the City Charter, of the City of Newport Beach ("City"), vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the City Charter and the State Constitution, and the power to exercise, or act pursuant to any and all rights, powers, and privileges or procedures granted or prescribed by any law of the State of California ("State");

WHEREAS, the City Council initiated a review of the City of Newport Beach General Plan ("General Plan") on January 22, 2019, and adopted Resolution No. 2019-7, establishing the General Plan Update Steering Committee, which was subsequently amended pursuant to Resolution No. 2019-20, to assist the City in reviewing and updating the General Plan;

WHEREAS, due to the allocation of housing units to the City for the 6th Cycle Regional Housing Needs Assessment, the General Plan Update Steering Committee was dissolved on January 14, 2020, and the Housing Element Update Advisory Committee was created pursuant to Resolution No. 2020-6 to assist the City in preparing the 6th Cycle Housing Element;

WHEREAS, the City Council adopted the 6th Cycle Housing Element on September 13, 2022, which was then certified as statutorily compliant by the State Department of Housing and Community Development on October 5, 2022;

WHEREAS, with the adoption and certification of the 6th Cycle Housing Element completed, City staff restarted a comprehensive review of the General Plan;

WHEREAS, the City Council adopted Resolution No. 2022-2 on January 25, 2022, reestablishing the General Plan Update Steering Committee ("GPUSC"), which was subsequently amended pursuant to Resolution No. 2025-3, to assist the City in reviewing and updating the General Plan;

WHEREAS, one of the responsibilities of the GPUSC was to make a recommendation to the City Council on the formation and membership of a General Plan Advisory Committee ("GPAC") that would help guide policy changes associated with the update of the General Plan;

WHEREAS, the GPUSC's recommendations were presented to the City Council on September 13, 2022, and the GPAC was created pursuant to Resolution 2022-59;

WHEREAS, since that time, the GPUSC and GPAC have collectively met fifty-seven times at public meetings, in accordance with Government Code Section 54950 *et seq.* ("Ralph M. Brown Act");

WHEREAS, various subcommittees were established by the GPAC to focus efforts on individual elements and community member participation on a topic-by-topic basis;

WHEREAS, the subcommittees met an additional forty seven times at public meetings;

WHEREAS, based on the work conducted at the meetings, the GPAC and GPUSC guided the preparation of thirteen technical resource documents and, ultimately, revamped the Introduction, Vision Statement, and eight of the draft General Plan Elements;

WHEREAS, at a special joint meeting of the GPUSC and GPAC on January 21, 2026, the GPAC reviewed the final draft update of the General Plan; and

WHEREAS, pursuant to Resolution Nos. 2025-2 and 2025-3, the membership of both the Advisory Committee and the Steering Committee will expire at the first City Council meeting in February and there is no need for additional meetings; therefore, it is appropriate to dissolve the committees.

NOW, THEREFORE, the City Council of the City of Newport Beach resolves as follows:

Section 1: The City Council does hereby dissolve the GPUSC and the GPAC. Resolution Nos. 2022-2, 2022-59, 2025-2, and 2025-3 are hereby rescinded.

Section 2: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 3: If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or

more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 4: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 5: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

ADOPTED this 10th day of February, 2026.

Lauren Kleiman
Mayor

ATTEST:

Lena Shumway
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Aaron C. Harp
City Attorney

CITY OF

NEWPORT BEACH

City Council Staff Report

February 10, 2026
Agenda Item No.8

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Seimone Jurjis, City Manager - 949-644-3001, sjurjis@newportbeachca.gov
PREPARED BY:	Lorig Yaghsezian, Management Analyst – 949-644-3028, lyaghsezian@newportbeachca.gov
TITLE:	Resolution No. 2026-12: Establishing the Public Lands Trust Management Ad Hoc Committee to Review and Develop Recommendations Regarding the California State Lands Commission Report Regarding the City's Management of the Tidelands

ABSTRACT:

The California State Lands Commission's report on the City's Public Trust Lands Management (Report) identifies several policy and administrative concerns with the City of Newport Beach's (City) mooring and residential pier programs. These concerns include how rates are set, whether rates are fair and consistent across user groups, and whether the City has clearly documented how discretionary decisions meet Public Trust obligations. To ensure a coordinated, transparent and timely response to the Report's recommendations, the resolution would create a two-member City Council Ad Hoc Committee. The Committee will review the Report's findings, provide focused policy directions to staff, guide stakeholder outreach, and develop recommendations for consideration by the full City Council at a duly noticed public meeting. The Ad Hoc Committee would be advisory and time-limited, expiring on December 31, 2026.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Adopt Resolution No. 2026-12, *A Resolution of the City Council of the City of Newport Beach, California, Establishing the Public Lands Trust Management Ad Hoc Committee to Review and Develop Recommendations Regarding the California State Lands Commission Report Regarding the City's Management of the Tidelands*; and

c) Appoint Mayor Pro Tem Noah Blom and Councilmember Joe Stapleton to serve on the Public Lands Trust Management Ad Hoc Committee.

DISCUSSION:

The City holds certain tide and submerged lands in Newport Harbor in trust for the benefit of the people of California pursuant to Chapter 74 of the State of California Statutes of 1978, as amended (commonly referred to as the "Beacon Bay Bill"). As trustee, the City must manage granted lands consistent with the purposes and limitations of the trust, including the California Constitution, the Public Trust Doctrine, and the City's granting statutes.

In 2024, the City Council's consideration of updated mooring-related rates and policies led the California State Lands Commission (Commission) to initiate a broader management review of the City's granted lands administration related to on- and offshore mooring permits and residential pier permits. Following Commission staff's draft presentation in August 2025, the Commission directed staff at its December 16, 2025, meeting to transmit the final Report on the City of Newport Beach's Public Trust Lands Management to the City. The Report was transmitted on January 6, 2026. In that transmittal, the Commission also directed its staff to coordinate with the City and return to the Commission with an update regarding the City's progress within six months. The Commission further delegated authority to its staff to recommend initiation of a formal hearing if progress is determined to be insufficient within twelve months, and discretion to defer a formal hearing if the City is making sufficient progress or demonstrates good-faith efforts but requires additional time.

The Commission's Report focuses on the City's discretionary actions and related staff reports addressing residential pier rates, mooring permit rates, comparative rate treatment, mooring permit transfers, residential pier subleasing, and the City's mooring license program. The report focused on the need for a legally compliant, transparent and well-documented approach to trust management, including ensuring rates and fees reflect fair market value, equity and public benefit across user groups, and clearly articulating how discretionary actions satisfy the City's obligations as the State's trustee. The Report also identifies issues for City's evaluation and response, including recommendations related to appraising and updating residential pier rates, reviewing rate-setting methodologies and future adjustments, assessing the transferability of moorings and associated public-access implications, and stakeholder and community engagement around trust-related policy choices.

Given the issues raised, staff recommend forming a two-member City Council Ad Hoc Committee to provide guidance and oversight, coordinate review of the Commission's findings, and develop recommendations for consideration by the full City Council in a duly noticed public meeting. The Committee will review the Report and the City's current management practices, evaluate rates and fees for compliance, examine mooring transferability, and identify effective ways to engage the stakeholders. The Ad Hoc Committee would be advisory and time-limited, expiring on December 31, 2026.

Additionally, for the City Council's consideration, are the proposed appointments of Mayor Pro Tem Noah Blom and Councilmember Joe Stapleton to serve on the Ad Hoc

Committee. While the Ad Hoc Committee itself would not be subject to the Brown Act, its recommendations would be presented to the full City Council for consideration at a meeting noticed in accordance with the Brown Act.

FISCAL IMPACT:

There is no fiscal impact related to the adoption of Resolution No. 2026-XX.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENT:

Attachment A –Resolution No. 2026-12
Attachment B – State Lands Commission Report

RESOLUTION NO. 2026-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ESTABLISHING THE PUBLIC LANDS TRUST MANAGEMENT AD HOC COMMITTEE TO REVIEW AND DEVELOP RECOMMENDATIONS REGARDING THE CALIFORNIA STATE LANDS COMMISSION REPORT REGARDING THE CITY'S MANAGEMENT OF THE TIDELANDS

WHEREAS, the City of Newport Beach's ("City") tidelands trust, also known as the Beacon Bay Bill (Chapter 74 of the Statutes of 1978), dedicates certain tide and submerged lands ("Tidelands") to be held in trust by the City on behalf of the people of California;

WHEREAS, the Beacon Bay Bill directs that the City manage these lands as follows:

(1) For the establishment, improvement, and conduct of a public harbor and for the construction, maintenance, and operation of wharves, docks, piers, slips, quays, ways, and streets, and other utilities, structures, and appliances necessary or convenient for the promotion or accommodation of commerce and navigation;

(2) For the establishment, improvement, and conduct of public bathing beaches, public marinas, public aquatic playgrounds, and similar recreational facilities open to the public; and for the construction, reconstruction, repair, maintenance, and operation of all works, buildings, facilities, utilities, structures, and appliances incidental, necessary, or convenient for the promotion and accommodation of any such uses; and

(3) For the preservation, maintenance, and enhancement of the lands in their natural state and the re-establishment of the natural state of the lands so that they may serve as ecological units for scientific study, as open space, and as environments which provide food and habitat for birds and marine life, and which favorably affect the scenery and climate of the area;

WHEREAS, in January 2024, City staff and members of the City's Harbor Commission requested that the State Lands Commission ("Commission") staff review an appraisal of fair market rent for the City's offshore mooring permits;

WHEREAS, in April 2024, Commission staff sent a letter that concluded that while there were some areas that could be clarified or revised, the appraisal was generally reasonable, and the City could rely on it for setting mooring rates;

WHEREAS, on July 9, 2024, City staff presented the new rates, based on the City's appraisal, to the City Council as well as an alternative proposal in which current mooring permit holders would be able to maintain their current rates but could only transfer the permit one more time, at which time the permit would be converted to the City's license program, which prohibits private transfers and which has rates based on an earlier City appraisal that Commission staff had not reviewed but that provided rates similar to the appraisal reviewed by Commission staff;

WHEREAS, at the conclusion of the hearing on July 9, 2024, the City Council introduced the ordinance approving the alternate proposal and passed the ordinance on to second reading for adoption on July 23, 2024;

WHEREAS, on July 22, 2024, Commission staff sent a letter asking the City to delay the second reading of the ordinance adopting the alternate proposal so that Commission staff could conduct a management review of the City's granted lands and present it to the Commission;

WHEREAS, on July 23, 2024, the City Council agreed to delay the second reading and adoption of the ordinance;

WHEREAS, on August 12, 2024, Commission staff sent a letter to the City providing an overview of its review of the pier and mooring rental rates and requesting information from the City;

WHEREAS, at the August 21, 2025, Commission meeting, Commission staff presented a draft of the City of Newport Beach's Public Trust Lands Management Report on the City of Newport Beach's Public Trust Lands Management ("Report");

WHEREAS, at the December 16, 2025, State Lands Commission meeting, the Commission directed Commission staff to transmit the Report to the City, which was sent to the City on January 6, 2026;

WHEREAS, the City Council desires to establish the Public Trust Lands Management Ad Hoc Committee ("Committee") to review and develop recommendations to the full City Council regarding a legally compliant, transparent, and strategic path forward to ensure that the City's actions are consistent with applicable state law and public trust principles; and

WHEREAS, the Committee's scope shall include, but not be limited to, making recommendations on the best path forward to evaluate: (1) the Report and the City's current management of public trust lands; (2) the rates and fees charged for the use of public trust lands to ensure compliance with legal and fiscal requirements; (3) the

transferability of moorings; (4) the overall fairness, equity, and public benefit associated with access to public trust resources; and (5) the most effective methods for meaningful public and stakeholder engagement to ensure community input is incorporated into the City's decision-making process.

NOW, THEREFORE, the City Council of the City of Newport Beach hereby resolves as follows:

Section 1: The Public Trust Lands Management Ad Hoc Committee is hereby established consisting of two Council Members, who shall be appointed by the Mayor and confirmed by the City Council. The Mayor hereby appoints Mayor Pro Tem Noah Blom and Council Member Joe Stapleton to the Committee, who are hereby confirmed by the adoption of this resolution.

Section 2: The sole purpose and responsibility of the Committee is to review and develop recommendations to the full City Council regarding a legally compliant, transparent, and strategic path forward to ensure that the City's actions are consistent with applicable state law and the public trust principals. The Committee's scope shall include, but not be limited to, making recommendations to the entire City Council on the best path forward to evaluate: (1) the Report and the City's current management of public trust lands; (2) the rates and fees charged for the use of public trust lands to ensure compliance with legal and fiscal requirements; (3) the transferability of moorings; (4) the overall fairness, equity, and public benefit associated with access to public trust resources; and (5) the most effective methods for meaningful public and stakeholder engagement to ensure community input is incorporated into the City's decision-making process.

Section 3: Unless terminated sooner by action of the City Council, the Committee shall be advisory and shall expire on December 31, 2026, or upon making a recommendation to the entire City Council, whichever is first.

Section 4: The Committee shall not be subject to the Brown Act; however, the recommendations of the Committee to the City Council shall be considered at a meeting of the entire City Council noticed in accordance with California Government Code Section 54950 et seq.

Section 5: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 6: If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City

Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 7: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 8: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

ADOPTED this 10th day of February, 2026.

_____
Lauren Kleiman
Mayor

ATTEST:

_____
Lena Shumway
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
Aaron C. Harp
City Attorney

Attachment B

State Lands Commission Report

CALIFORNIA
STATE LANDS
COMMISSION

100 Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
GAVIN NEWSOM, *Governor*

MATTHEW DUMLAO, PhD, *Executive Officer*
Reception: 916.574.1900
TTY: 711

January 6, 2026

Sent via electronic mail and USPS

File Ref.: G09-02

City of Newport Beach City Council
100 Civic Center Drive
Newport Beach, CA 92660
citycouncil@newportbeachca.gov

Subject: Report on the City of Newport Beach's Public Trust Lands Management

Honorable Mayor Kleiman and Councilmembers,

At the December 16, 2025 State Lands Commission meeting, the Commission directed staff to transmit the *Report on the City of Newport Beach's Public Trust Lands Management* to the City of Newport Beach (Item 105, December 16, 2025). A copy of this report is included in this letter.

As background, at the August 21, 2025 Commission meeting, staff presented their draft *Report on the City of Newport Beach's Public Trust Lands Management* (Item 66, August 21, 2025). This report was prepared to provide information on the Commission's jurisdiction over Newport Beach tidelands and to present a draft version of staff's findings and recommendations regarding limited topics related to the City's mooring permit and residential pier permit programs. The draft report was made available for public review and comment in advance of the August 21, 2025 Commission meeting, and staff accepted public comment on the report until December 2025, with the official public comment period running through October 31, 2025.

At the December 16, 2025 meeting, staff presented the final version of the Report which was completed after taking public input into account. This report is focused on the City's discretionary actions regarding both mooring permits and residential pier permits and how the City explained its discretionary actions, considering its legal obligations to act as the State's trustee, or whether it did so at all. When City actions appear to conflict with its legal obligations to the state, this report identifies the

potential legal violations so that the City may review its management and provide responses and make corrections as needed. Commission staff also provided responses to public comments received on the Report.

At the December 16 meeting, the Commission voted to:

1. Direct staff to transmit the Report on the City of Newport Beach's Public Trust Lands Management to the City.

2. Direct staff to coordinate with the City and provide the Commission with an update regarding the City's progress addressing problems identified in the report within 6 months (adjusted as needed for the Commission's meeting schedule).

3. Delegate authority to the Executive Officer or their designee to recommend that the Commission institute a formal hearing pursuant to Chapter 74, Statutes of 1978, as amended, if staff determines that the City's progress in addressing its Public Trust Lands management issues has been insufficient within 12 months.

4. Delegate authority to the Executive Officer or their designee to recommend that such a formal hearing be deferred to a later date, or indefinitely, if the City's progress is sufficient, or if staff determines that the City has made a good faith effort to address its Public Trust Lands management issues but needs more time to resolve said issues.

Please review the included Report. We appreciate the collaboration with City staff during the Report drafting and look forward to further collaboration as the City addresses the issues raised in the Report. Please contact Jeff Plovnick, Granted Lands Specialist, at Jeffrey.Plovnick@slc.ca.gov, when you are ready to discuss the matter further, or if you have any questions. As mentioned above, our Commissioners request an update from the City as soon as possible, and no later than June 2026.

Sincerely,

Mathew Dumlao, PhD
Executive Officer
State Lands Commission

Enclosure

Cc:

Seth Blackmon, Chief Counsel, State Lands Commission
Jeffrey Plovnick, Granted Lands Management Specialist, State Lands Commission
Benjamin Johnson, Staff Attorney, State Lands Commission
Lauren Wooding Whitlinger, Real Property Administrator, City of Newport Beach

Report on the City of Newport Beach's Public Trust Lands Management

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Introduction

This report summarizes and comments on the City of Newport Beach's management of tide and submerged lands in Newport Bay, which the Legislature granted to the City to manage on the state's behalf. Lands granted by the Legislature in this manner are often referred to as "granted lands." The report begins with a background of the State Lands Commission's role in overseeing granted lands, including the legal requirements that are often implicated in granted lands management. It then summarizes and analyzes several main topics: pier lease rates, mooring permit rates, a comparison of pier and mooring rates, mooring permit transfers, and the City's mooring license program.

Staff focused on these topics for the report because they are the core issues staff identified when reviewing the City's granted lands management. There are other topics that have been raised in public comments that are not discussed in this report, or which could be addressed more comprehensively. However, staff believe that the analysis and recommendations in this report will provide guidance for how the City should investigate additional issues related to its granted lands management even if such issues are not directly or comprehensively discussed in this report.

Additionally, this report is focused on a review of the City's actions and staff reports, and does not go into detail regarding the public participation process connected to the City's actions, such as Harbor Commission outreach meetings or public comments. As discussed in more detail below, the Legislature entrusted the lands in Newport Bay to the City's discretion, and this report focuses on whether the City is exercising its discretion within the limits created by the California Constitution, the Public Trust Doctrine, and the City's grant statutes. This report is also focused on whether, and how, the City explained its discretionary actions considering their legal obligations to act as the State's trustee. When City actions appear to conflict with their legal obligations to the state, this report identifies the potential legal violations so that the City may review its management and either provide additional justifications or make corrections as needed.

Background

In January 2024, City of Newport Beach staff and members of the City's Harbor Commission requested that Commission staff review an appraisal of fair market rent for the City's offshore mooring permits.[1] In April 2024, Commission staff sent a letter that concluded that while there were some areas that could be clarified or revised, the appraisal was generally reasonable and

[1] Email from Lauren Wooding Whitlinger, Real Property Administrator, City of Newport Beach, to Reid Boggiano, Granted Lands Program Manager, State Lands Commission, January 23, 2024.

the City could rely on it for setting mooring rates.[2] Staff encouraged the City to phase in the rate increases and commented that the City should review its residential pier rates as well.[3]

In July 2024, City staff presented the new rates, based on the City's appraisal, to the City Council.[4] City staff also presented an alternate proposal in which current mooring permit holders would be able to maintain their current rates but could only transfer the permit one more time. Upon transfer, the permit would be converted to the City's license program, which prohibits private transfers and which has rates based on an earlier City appraisal that Commission staff did not review, but that provided rates similar to the appraisal reviewed by staff. The City approved staff's alternate proposal.

On July 22, 2024, Commission staff sent a letter asking the City to delay the second reading of the ordinance with the alternate proposal so that Commission staff could conduct a management review of the City's granted lands and present it to the Commissioners.[5] In the letter, staff expressed its concern that the City was not comprehensively reviewing rates, resulting in inequitable treatment between mooring permittees and residential pier lessees.[6] Staff noted that it agreed with the City's effort to end the private transfer market for mooring permits.[7] The City agreed to delay the second reading of the ordinance.

On August 12, 2024, staff sent a letter to the City providing an overview of its review of the pier and mooring rental rates and requesting information from the City.[8] The letter explained that Commission staff will "evaluate whether the City's administration of these programs adheres to the City's obligations under its statutory trust grant, California Constitution, and the Public Trust Doctrine. The goal is to ensure that all user groups are treated equitably and that all rates reflect fair rental value." The letter stated that Commission staff would review:

- A history of the City's management of residential pier leases and mooring permits from 2006 to the present
- The City's mooring permit transfer policies

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[2] Letter from Reid Boggiano, Granted Lands Program Manager, State Lands Commission, to Lauren Wooding Whitlinger, Real Property Administrator, City of Newport Beach, April 9, 2024.
[3] Letter from Reid Boggiano, Granted Lands Program Manager, State Lands Commission, to Lauren Wooding Whitlinger, Real Property Administrator, City of Newport Beach, April 9, 2024.
[4] Agenda Item No. 13, July 9, 2024.
[5] Letter from Jennifer Lucchesi, Executive Office, State Lands Commission, to Grace K. Leung, City Manager, City of Newport Beach, July 22, 2024.
[6] The City refers to the residential pier leases as "permits." This report uses "leases" for clarity.
[7] Letter from Reid Boggiano, Granted Lands Program Manager, State Lands Commission, to Lauren Wooding Whitlinger, Real Property Administrator, City of Newport Beach, April 9, 2024.
[8] Letter from Reid Boggiano, Granted Lands Program Manager, State Lands Commission, to Lauren Wooding Whitlinger, Real Property Administrator, City of Newport Beach, August 12, 2024.

- The rates charged for the residential pier leases and mooring permits
- The frequency of rate reassessment
- The basis for rate revisions
- The current terms and conditions imposed on residential pier leases and mooring permits
- A history of the City's modifications to these terms and conditions, including those in response to the 2006-2007 Grand Jury Report
- A comparison between how the City manages its residential pier leases and its mooring permits

The City manages Newport Bay on behalf of the State, and for the benefit of all Californians.

The State of California acquired tide and submerged lands and beds of navigable waterways when it was admitted to the Union in 1850.[9] These lands are often referred to as "sovereign lands." Under the Public Trust Doctrine, the State holds these lands as the trustee for the people to ensure the lands are devoted to uses to which they are uniquely suited.[10] These lands must be used for statewide, as opposed to purely local purposes, and must be used for Public Trust purposes, which include commerce, navigation, fishing, water-oriented recreation, environmental protection, and open space, among other uses. [11] The State Lands Commission is responsible for managing these lands.[12]

The Legislature can grant sovereign lands to local governments through legislation, referred to as "grant statutes."[13] In those cases, the ownership of the sovereign land transfers to the local government, which must use the lands under the conditions described in the grant statutes and subject to the Public Trust Doctrine.[14] These lands are often referred to as "granted lands." When the state grants sovereign lands, those lands remain "subject to the oversight authority of the state by and through the State Lands Commission."[15] The State Lands Commission has "[a]ll jurisdiction and authority remaining in the State as to tidelands and submerged lands as to which grants have been or may be made."[16]

The Legislature transferred ownership of the tidelands and submerged lands in Newport Bay to the City, subject to the terms and conditions contained in the granting statute. The Legislature

[9] City of Berkeley v. Superior Court (1980) 26 Cal.3d 515, 521.
[10] National Audubon Society v. Superior Court (1983) 33 Cal.3d 419, 434.
[11] *Marks v. Whitney* (1971) 6 Cal.3d 251, 259.
[12] Cal Pub. Resources Code, § 6301.
[13] City of Long Beach v. Marshall (1938) 11 Cal.2d 609, 615.
[14] Pub. Resources Code, § 6009, subd. (c), *City of Long Beach v. Marshall* (1938) 11 Cal.2d 609, 616.
[15] Cal Pub. Resources Code, § 6009, subd. (d).
[16] Cal Pub. Resources Code, § 6301.

first granted these lands to the City of Newport Beach in 1919 and modified that original grant with additional legislation a number of times. In 1978, the Legislature repealed the previous grants and replaced them with the operative grant, and has since amended this grant several times.[17]

The City is responsible for managing its legislatively granted lands and has discretion to determine how it manages the granted lands, as long as it stays within its grant statutes, the Public Trust Doctrine, and the California Constitution.[18] The City's grant contains specific provisions authorizing State Lands Commission oversight. It directs the Commission to, "from time to time, recommend to the Legislature such amendments as it may determine to be necessary in the terms and conditions of this act"[19] and also, "from time to time, institute a formal inquiry to determine that the terms and conditions of this act, and amendments thereto, have been complied with in good faith."[20] If the Commission determines that any "transaction or condition" is "in probable conflict with this act [the grant statute] or with any other provision of law," it must report to the Legislature, which may direct the Attorney General to bring litigation to revoke the grant or compel compliance.[21] Additionally, after holding a publicly noticed hearing "at which the city has been given an opportunity to express fully any disagreement with the commission's findings or to describe any extenuating circumstances causing the violation," the Commission may formally request the Attorney General to bring litigation against the City to resolve a grant violation.[22]

The State Lands Commission Reviews the City's Management of the Granted Lands for Abuse of Discretion.

The State Lands Commission retains residual oversight authority to review a grantee's actions for consistency with the Public Trust Doctrine, the California Constitution, its grant statutes, and its fiduciary duties to the State. The City, as the State's trustee, has discretion to choose between competing uses and set its own management policies for the granted lands, provided that it is acting with the bounds of the law. The Commission does not have authority to impose its own discretionary decisions on grantees.

California Constitution

Article XVI, Section 6 of the California Constitution prohibits the State and local governments from making "any gift or authorize the making of any gift, of any public money or thing of

[17] Chapter 74, Statutes of 1978, as amended [City Grant]. A list of the grant statutes is available at the Commission's website.
[18] *City of Long Beach v. Morse* (1947) 31 Cal.2d 254, 262.
[19] City Grant, § 1(o).
[20] City Grant, § 1(p).
[21] City Grant, § 1(q).
[22] City Grant, § 1(q).

value."[23] If a local agency uses granted tidelands, or money derived from the granted tidelands, in a manner that does not further the purposes of the grant, it is a gift of public property in violation of California Constitution.[24] If a local agency gifts the use of public property without appropriate payment or a compensating public purpose, that is also an unconstitutional gift. For example, a public agency leasing a building at a nominal rate and allowing the lessee to sublease for a profit would be unconstitutional.[25]

Public Trust Doctrine

The Public Trust Doctrine applies to the State's submerged lands, tidelands, and lands underneath navigable rivers and lakes.[26] The Public Trust Doctrine, in brief, prohibits the sale or permanent alienation of these lands and requires they be used for the purposes to which they are uniquely suited: navigation, fishing, waterborne commerce, scientific study, and open space, with the caveat that these uses may change to reflect changing public needs and values.[27] It has been described as "an affirmation of the duty of the state to protect the people's common heritage of streams, lakes, marshlands and tidelands, surrendering that right of protection only in rare cases when the abandonment of that right is consistent with the purposes of the trust."[28] When the Legislature granted tidelands and submerged lands to the City, the City took those lands subject to the Public Trust Doctrine.[29]

Grant Statute

The City's grant statute contains, among other things, a requirement that granted lands be used "for purposes in which there is a general statewide interest," including a "public harbor" and "recreational facilities open to the general public."[30] The grant also requires that, "In the management, conduct, operation, and control of the lands or any improvements, betterments, or structures thereon, the city or its successors shall make no discrimination in rates, tolls, or charges for any use or service in connection therewith."[31]

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[23] Cal. Const., art. XVI, § 6.
[24] *Mallon v. City of Long Beach* (1955) 44 Cal.2d 199, 210.
[25] See *People v. City of Long Beach* (1959) 51 Cal.2d 875, 883 [holding that nominal rent for a YMCA was not a gift because the YMCA fulfilled a public purpose and gained no monetary benefit from the lease].
[26] *National Audubon Society v. Superior Court* (1983) 33 Cal.3d 419, 434.
[27] *People ex inf. Webb v. California Fish Co.* (1913) 166 Cal. 576, 597, *Marks v. Whitney* (1971) 6 Cal.3d 251, 259–260.
[28] National Audubon Society v. Superior Court (1983) 33 Cal.3d 419, 441
[29] Cal Pub. Resources Code, § 6009, subd. (d), *see, e.g., Zack's, Inc. v. City of Sausalito* (2008) 165 Cal.App.4th 1163, 1178.
[30] Ch. 74, Statutes of 1978, as amended, Section 1, subd. (a)(1), (2).
[31] Ch. 74, Statutes of 1978, as amended, Section 1(d).

The City has a legal obligation to comply with the terms of the grant, which requires that they act in the statewide best interest, "without subjugation of statewide interests, concerns, or benefits to the inclination of local or municipal affairs, initiatives, or excises."[32]

Fiduciary Duties

The City's grant also creates a trust relationship between the state and the City. "The state acts both as the trustor and the representative of the beneficiaries, who are all of the people of this state, with regard to public trust lands, and a grantee of public trust lands, including tidelands and submerged lands, acts as a trustee, with the granted tidelands and submerged lands as the corpus of the trust."[33] The City, as the grantee, has fiduciary obligations as the state's trustee, which are listed in Public Resources Code section 6009.1. The fiduciary duties include, but are not limited to, "the duty to administer the trust solely in the interest of the beneficiaries,"[34] "the duty to act impartially in managing the trust property,"[35] and "the duty to not use or deal with trust property for the trustee's own profit or for any other purpose unconnected with the trust, and to not take part in a transaction in which the trustee has an interest adverse to the beneficiaries."[36]

Residential Pier Rates

Background

Before 2012, all residential pier leases within the City of Newport Beach's grant were charged a flat $100 annual permit fee, which did not consider the size or location of the pier. However, at a November 28, 2012 Special Meeting the City Council considered requiring rent for the residential pier leases. The staff report explained that while the granting statute, referred to as the Beacon Bay Bill, required charging fair market rent, the City had followed the State Lands Commission's practice of not charging rent for residential piers. But the State Lands Commission's practice changed, effective January 1, 2012, when Public Resources Code section 6305.5 was amended to require the Commission to charge fair rental value for residential piers. City staff reasoned, "Because the City is a trustee of the State in regard to tidelands property, the City should comport its actions to that of the State and charge fair market value rent for the use of tidelands by residential piers." The staff report further concluded that "the City can no

[32] Cal Pub. Resources Code, § 6009, subd. (d).
[33] Pub. Resources Code, § 6009.1, subd. (b).
[34] Pub. Resources Code, § 6009.1, subd. (c)(5).
[35] Pub. Resources Code, § 6009.1, subd. (c)(6).
[36] Pub. Resources Code, § 6009.1, subd. (c)(7).

longer justify an exemption for rental charges based upon the policy of the State and must now charge fair market rent for residential piers located over City tidelands."[37]

The City commissioned two appraisers, Mr. Netzer and Mr. Rasmussen, to appraise the piers for rental purposes and they arrived at rental rates of $0.55 and $0.50 per square foot, respectively. The Committee recommended calculating rent "not over the entirely of the tidelands outside of a residential property but to the tidelands that are both used and useable for docks, gangways, and vessels." The Committee recommended using an average of the appraised rental values to arrive at a rate of $0.525 per square foot for rent. [38]

At a December 11, 2012 Special Meeting, the City Council adopted the Committee's recommended pier rent of $0.525 per square foot, with 2 percent CPI escalations. The City's Municipal Code was also amended to allow residential pier owners to rent out their piers, in which case they would pay commercial rates ($1.26 per square foot). The staff report does not explain why the City decided to allow the private renting of residential piers, only noting that the changes were "a result of the feedback from the Council and the public at the November 28th 2012 Special meeting."[39]

The next year, at a November 12, 2013 Study Session regarding implementation of the new charges, the City Council "looked back" over the various changes to tidelands to see if a decision for one type of use should be modified based on decisions on other uses.[40] At the Study Session, staff recommended that the area considered for rent calculation be "(1) Footprint of the pier, gangway and float over City tidelands; (2) Interior of the U- shaped float; and (3) Buffer area of 10' around the float, except the backside." Rent would be reduced by 50 percent for the interior of a U-shaped pier and the 10-foot buffer area. There is extensive documentation of the public comments received at previous workshops, but no explanation for why staff made the recommendations it did except that they were based on comments received.[41]

At the November 26, 2013 City Council meeting, the City Council considered modifications to the pier lease program. Staff recommended that the City charge rent based on the footprint of the pier, including the interior of a U-shaped pier, but without a perimeter or buffer area. The staff report includes a chart comparing staff's proposed approach to the State Lands Commission's approach, but does not explain why this recommendation was made, except to indicate that staff was directed by the City Council at the previous Study Session after the

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[37] Agenda Item No. 1, November 28, 2012, at pg. 4.; when there are successive sentences paraphrasing a City staff report, for readability, a citation will be provided at the end of the summary or at the end of the paragraph.
[38] Agenda Item No. 1, November 28, 2012,
[39] Agenda Item No. 1, December 11, 2012.
[40] Agenda Item SS2, November 12, 2013.
[41] See Item No. SS2, staff PowerPoint; discussion in Agenda Item No. 2, November 26, 2013.

Council considered public comments and staff recommendations. The City Council approved staff's recommended modifications as part of its consent calendar.[42]

A little over a year later, at a January 27, 2015 Study Session, City staff presented an overview of other jurisdictions' residential pier setting methods, and asked for direction on whether the City Council wanted staff to present changes, including whether to include the gangway or the area in the interior of a "U" shaped dock as part of the rent calculations, and whether to adjust rental rates. The City Council directed staff to return with a revised residential pier permit, including a revised fair market rental fee, an adjusted pier footprint, and to contact State Lands Commission staff regarding the proposed changes. [43]

On February 10, 2015, City staff proposed reducing the rental rate to $0.50 per square foot, the value concluded in Mr. Rasmuson's appraisal, from the $0.525 rate that was determined by averaging Mr. Rasmuson's appraisal with Mr. Netzer's appraisal. The staff report does not explain why this lower rate was a better reflection of fair market rent.[44]

The staff report also recommended that the City not charge rent for the interior space of a "U" shaped pier, saying that the approach was consistent with the footprint for piers that did not have a "U" shape. The staff report states that City staff contacted State Lands Commission staff, and that Commission staff were not opposed to the $0.50 rate but noted that the Commission included the interior of the "U" shape piers in its rental calculations because it still constituted private use of the property. The staff report concludes that "the decision to include or exclude the interior of the U-shape of a slip is left to the discretion of the City Council. As to whether the SLC will deem our actions (especially relating to the water in the U) as contrary to our responsibilities under the Tidelands Trust, that is unknown."[45] At the meeting, an Assistant City Attorney stated that the Commission "desires that the City charge for the u-shaped dock, but the decision to charge for it is ultimately the City Council's decision." Some Council members explained that because the water was public and the pier lease did not allow the lessee to exclude the public from the water, they did not agree with charging rent for the pier owners to use it. The City Council approved reducing the residential rental rate and the pier footprint.[46]

Analysis

Comparison to Commission Rates

The Commission leases private recreational facilities such as docks, piers, and moorings on State sovereign tidelands and submerged lands. These facilities offer many of the same

[42] Approved Minutes, November 26, 2013.
[43] Agenda Item SS3, January 27, 2015, staff PowerPoint presentation ; see discussion in Agenda Item No. 16, February 10, 2015.
[44] Agenda Item No. 16, February 10, 2015,
[45] Agenda Item No. 16, February 10, 2015.
[46] Approved Minutes, February 10, 2015.

amenities as a commercial marina, such as a place for the docking and mooring of boats and the loading and unloading of passengers and equipment. Thus, these privately owned facilities represent a substitute for a commercial marina berth or mooring. Accordingly, the Commission's method of estimating a fair rental value for improvements used for the docking and mooring of boats is centered on the principle of substitution, which bases the rental rate on what an individual would pay for a similar substitute site in a commercial marina.

To determine a rental rate for docking and mooring facilities on sovereign lands, Commission staff surveys local marinas to determine their rental rates. Generally, marinas rent berths on a per-linear-foot basis, based on the length of the berth or vessel. Commission staff determines average values for both rates and berth sizes based on the data obtained from the surveyed marinas. The average rate is then multiplied by the average berth size to determine gross annual income. The Commission then uses a 5 percent rate of return on this annual income to represent a comparable fair market compensation rate for the use of State sovereign land. The subsequent value is then converted to a per-square-foot value by using data from the Department of Boating and Waterways (DBW) publication *Guidelines for Marina Berthing Facilities*. This per-square-foot rate can then be applied to the area occupied and impacted by improvements and uses on State lands.

Using this methodology and the survey data from Newport Beach marinas collected by Commission staff for the 2022 Southern California Benchmark update, a per-square-foot value for Newport Beach recreational pier facilities could be determined as follows:

Table 1: 2022 CSLC SoCal Benchmark Data					
Marina Name	**No. of Slips**	**Occupancy Rate**	**Occupied Slips**	**Avg. Berth Length**	**Avg. Berth Rate/ft**
Balboa Yacht Basin	172	100.00%	172	36	$35.95
Bayside Village Marina	124	100.00%	124	28	$34.38
Lido Marina Village	28	100.00%	28	56	$65.86
Newport Dunes Resort and Marina	405	97.04%	393	30	$48.52
Averages	**182.25**	**99.26%**	**N/A**	**37.5**	**$46.18**

Table 2: Rent Setting Calculations	
Annual Gross	38(rounded avg. berth length) x $46.18 x 12 months = $21,058.08
% of Gross	$21,058.08 x 5% of gross income = $1,052.90
Per Sq. Ft. Rate	$1,052.90 / 1197.1 sq. ft. (from DBW data) = $0.88

The above rent setting calculations can also be applied to the average monthly slip rent determined by the City's appraisal ($50.55 per linear foot) to arrive at a per-square-foot value for Newport Beach recreational pier facilities as follows:

Table 3: CLSC Rent Setting Calculations Using Average Slip Rate From City's Appraisal	
Annual Gross	38 (rounded avg. berth length) x $50.55 x 12 months = $23,050.80
% of Gross	$23,050.80 x 5% of gross income = $1,152.54
Per Sq. Ft. Rate	$1,152.54 / 1197.1 sq. ft. (from DBW table) = $0.96

Staff is not suggesting that the City must use the above numbers – which are only rough calculations– or that other approaches to valuation are not reasonable. But using the Commission's benchmark approach, it appears that the $0.58 per square foot currently charged

for residential piers is significantly below market rate, and fair rental value may be as much as double the current rate.[47]

Lease Area

Commission staff calculates the lease area for which rent is assessed on piers and docks in a different manner than the City. The City only assesses rent for the square footage of tidelands occupied by a pier or dock (the "area of occupation"). In contrast, Commission staff includes an "impact area" in addition to the area of occupation when calculating rent. The impact area is an additional area, beyond the physical footprint of a structure, on which a lessee seeks authorization to conduct activities. In the case of piers or docks, the impact area is generally a nine-foot-wide area where a vessel could be expected to dock, or the area within a "slip" for piers or docks that are "U" shaped and where vessels are docked along the interior of the "U". The impact area is assessed rent as this area is a key component of a pier's utility and because the pier-owner enjoys an exclusive right over the public in these areas. Because lessees anticipate a right to access and moor their vessel at their pier at any time, without obstruction from members of the public, they receive a preferential right to the impact area and effectively remove it from public use. Thus, rent is charged for this area.

The City previously included impact areas (also called "buffer areas"). In 2012, it charged rent for up to a 10 foot area if it was usable by a boat.[48] In 2013, the City removed the buffer area but still included the interior of a "U"-shaped dock, though at a lower rate.[49] The 2013 staff report does not explain why removal of the buffer area was recommended. In 2015, the City removed the interior of the "U"-shaped docks and again did not explain why, only noting that "whether the SLC will deem our actions (especially relating to the water in the "U") as contrary to our responsibilities under the Tidelands Trust, that is unknown."[50]

According to City staff, the City's current lease area methodology (i.e. excluding the interior of "U" shaped piers or any impact area) results in residential pier rental areas ranging from 23 to 4,025 square feet, with an average area of 1,116 square feet. Correspondingly, residential pier annual fees range from $13.29 to $2,334.31, with an average rent of $893.02 per year.[51]

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[47] City's Schedule of Rents, Fines, and Fees. Pier rent is increased by the lesser of CPI or 2% annually per Resolution 2015-10.
[48] See Agenda Item No. 1, November 28, 2012.
[49] See Agenda Item No. 3, November 26, 2013.
[50] Approved Minutes, February 10, 2015.
[51] Email from Lauren Wooding Whitlinger, Real Property Administrator, City of Newport Beach to Jeff Plovnick, Granted Lands Specialist, State Lands Commission, October 7, 2025.

The low rates and lease area calculations may violate the California Constitution

Article XVI, Section 6 of the California Constitution prohibits gifts of public funds.[52] Leasing below fair market rates is an example of an unconstitutional gift.[53] The low rates for residential piers may be an unconstitutional gift of public funds. Additionally, if the City is not using an appropriate lease area to calculate rent in order to reduce overall rental rates, that may also be an unconstitutional gift.

The low rates and lease area calculations may violate the City's grant statute and fiduciary duties.

The City has a legal obligation "to manage the state's tidelands and submerged lands consistent with the terms and obligations of their grants and the public trust, without subjugation of statewide interests, concerns, or benefits to the inclination of local or municipal affairs, initiatives, or excises."[54] The City has the duty to administer the trust solely in the interest of the beneficiaries[55]; the duty to act impartially in managing the trust property[56]; and the duty to not use or deal with trust property for the trustee's own profit or for any other purpose unconnected with the trust, and to not take part in a transaction in which the trustee has an interest adverse to the beneficiaries.[57] During the rental area reduction and rate reduction decisions, the City did not explain how those actions were consistent with their obligations as the State's trustee. Without that explanation, the City's approach could be interpreted as providing benefits for City residents at the expense of the City's trust funds, which violates its grant statute and its fiduciary duties to the state.

Recommendation

The City should immediately appraise its residential pier leases and update their rates. The City should also reevaluate its residential pier rent area calculations to determine whether they are adequately compensating the City, as the State's trustee, for private uses of the granted property.

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[52] Cal. Const., art. XVI, § 6.

[53] See *People v. City of Long Beach* (1959) 51 Cal.2d 875, 883 [holding that nominal rent for a YMCA was not a gift because the YMCA fulfilled a public purpose and gained no monetary benefit from the lease].

[54] Pub. Resources Code, § 6009, subd. (d).

[55] Pub. Resources Code, § 6009.1, subd. (c)(5).

[56] Pub. Resources Code, § 6009.1, subd. (c)(6).

[57] Pub. Resources Code, § 6009.1, subd. (c)(7).

Mooring Permit Rates

Background

In 2007, the Orange County Grand Jury published a report highlighting issues with Newport Beach's management of its mooring permits. In particular, the Grand Jury made the following finding and recommendation:

- F-4. The last assessment of the fair market value of mooring permit fees took place almost ten years ago.
- R-6. Establish a regularly scheduled independent appraisal for the fair market value of mooring permit fees, e.g., based on a percentage of the cost of a slip.[58]

In response to the Grand Jury's findings, the City Council approved increased mooring rates at its November 23, 2010 Meeting. The City Council increased mooring rates, which were to be gradually increased until they reached an annual rate of 14 percent of the Newport Harbor Marina Index. The staff report stated, "In the opinion of the City, the Beacon Bay Bill and the California Constitution (Article XVI, Section 6) obligates the City to charge appropriate and non-discriminatory rates for the use of tidelands, without conferring a benefit to private individuals for the use of public property in violation of the California Constitution's prohibition on gifts of public funds." The staff report stated that the mooring permit rates had not changed since 1996, and that the rates were now about 5 percent of the cost that a boater would pay for a slip or berth. City staff recommended that the rates be increased, over a 5-year period, to roughly 14 percent of an average of low- to moderately-priced marina berthing rates in Newport Harbor. This 14 percent rate was based on the Newport Harbor Marina Index, which compiled marina rates in Newport Bay and authorized staff to adjust the marinas selected. The Staff report explained that the 14 percent rate included a downward adjustment to account for the fact that mooring permittees in Newport Bay owned their own tackle. It also explained that Newport had not done an appraisal of the moorings, and asserted an appraisal was not required, contrary to the findings of the Grand Jury. [59]

In January 2015, the City Council directed the Harbor Commission to study the mooring rates and other related mooring issues and return with recommendations.[60] On June 16, 2015, the City Council considered the Harbor Commission's recommendations, which included setting a mooring rental rate of $25 per foot, per year, with a CPI adjustment, and did not recommend an appraisal. The $25 per-foot rate was derived by increasing the $6 per-foot rate charged in

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[58] 2006-2007 Orange County Grand Jury, "Newport Harbor Moorings: Are They Held in the Public Trust or for Private Profit?" Finding F-4, Recommendation R-6.
[59] Agenda Item No. 19, November 23, 2010; see 2006-2007 Orange County Grand Jury, "Newport Harbor Moorings: Are They Held in the Public Trust or for Private Profit?", Finding F-4, Recommendation R-6.
[60] Agenda Item No. 19, January 27, 2015.

1976 based on CPI to the present day. The City Council considered the Harbor Commission's recommendations but directed staff to conduct an appraisal to set mooring permit rates.[61]

On January 26, 2016, the City Council considered new mooring rates based on an appraisal. In the staff report, City staff described that they had spoken with State Lands Commission staff who "expressed two recommendations regarding the City's mooring proposal: (1) the SLC recommended the City provide, in no uncertain terms, that the mooring permits do not convey a real property interest in the underlying tidelands; and (2) the SLC recommended the City obtain a current appraisal to assist with the establishment of fair market value mooring rental rates." City staff retained Netzer and Associates to conduct an appraisal, and the appraisal concluded that fair market rent was a range of annual rent of $32.00 to $38.00 per linear foot for offshore moorings, and $16.00 to $19.00 for onshore moorings. Staff recommended an annual rate of $35.00 per linear foot for offshore moorings and $17.50 per linear foot for onshore moorings, meaning a monthly rate of $2.91 and $1.46 respectively, with CPI adjustments.[62]

At the meeting, State Lands Commission staff submitted a letter stating that the appraisal "lacks important supporting discussion and analysis in a number of areas, which may affect the determination of fair market rent," included a list of initial questions on the appraisal, and requested that the City delay a vote so staff could perform a more detailed analysis.[63] The City included responses to the questions from Mr. Netzer, who concluded, "Overall, the questions appear to be concerned with the amount of explanation included in the report, rather than the analysis and the conclusions presented. . . . On the basis of the comments and the above, I believe my analysis and conclusions are well supported and reliable and I see no reason to re-think the analysis or amend my report."[64] The City did not delay the vote and adopted its staff's recommendation.[65] The City's resolution also authorized the City to conduct an appraisal to set new rates after March 1, 2018, and every 5 years thereafter.[66]

In 2023, the City of Newport Beach hired Netzer & Associates to conduct an appraisal to determine updated fair market values for mooring rates. The appraisal used several approaches: a "Tidelands Market Rent" that was based on upland land values; a "Comparable Rentals Approach" that surveyed other marinas that rent moorings and then adjusted the rates based on location and utilities; a "Ratio Analysis" that surveyed marina slip rates and compared

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[61] Agenda Item No. 1, June 16, 2015.
[62] Agenda Item No. 20, January 26, 2016.
[63] See Letter from Sheri Pemberton, Chief, External Affairs Division, State Lands Commission, to Mayor Dixen and Councilmembers, City of Newport Beach, January 25, 2016, available at Agenda Item No. 20 Correspondence, at p. 25.
[64] Letter from James B. Netzer, MAI, to Chris Miller, Harbor Manager, City of Newport Beach, January 26, 2016, available at Agenda Item No. 20 Correspondence, at p. 31.
[65] Approved Minutes, January 26, 2016.
[66] Resolution 2017-16, adopted January 26, 2016.

them to mooring rates to arrive at a ratio, then applied that ratio to Newport Bay marina slip rates to calculate mooring rates; and a "CPI Adjustment Approach" that applied a Consumer Price Index adjustment to current mooring rates. The appraisal then reconciled the four approaches by reviewing their factual and conceptual basis, ultimately placing primary emphasis on the Comparable Rentals Approach and Ratio Analysis after concluding that the Tidelands Market Rent approach was artificially high because of increased upland values and the CPI Adjustment Approach did not capture long term market trends. The appraisal concluded that a "benchmark" fair market rate for the mooring permits is $16.00 per linear foot per month for a 40-foot mooring (the most common length mooring in the Harbor), increasing rent for a 40-foot mooring from $134 per month to $640 per month. [67]

At City staff's request, State Lands Commission staff "reviewed the appraisal at a high level to determine whether [staff] believed the City could reasonably rely on its concluded fair market mooring rates."[68] In a letter, staff concluded that "the City can reasonably rely on the appraisal's fair market rates. The City could also adopt different rates if additional information shows that the recommendations should be modified."[69]

At the Harbor Commission's April 10, 2024 meeting, it recommended that the City adopt rental rates equal to 24 percent of the Newport Harbor Marina Index, reduced from the 30 percent ratio used in the appraisal's Ratio Analysis to account for the costs of maintaining mooring tackle, and that these rates be phased-in over five and a half years.[70] This would result in an increase from the current rate of $3.35 per linear foot per month, to about $12.56 per linear foot per month, increasing rent for a 40-foot mooring from $134 per month to $502 per month.[71]

Analysis

Comparison to Commission rates

Commission staff's methodology for determining mooring rent on State sovereign lands is a useful point of comparison when analyzing the City's rent setting methods. When determining a benchmark for mooring rent, Commission staff uses the principle of substitution in a similar manner as when setting a rental rate for piers or docks. As such, staff's method of determining a fair rental value for moorings is based on what an individual would pay for a similar

[67] Netzer and Associates, "Appraisal Report: Fair Market Rent, Offshore Moorings, Newport Beach, California," December 26, 2023.
[68] Letter from Reid Boggiano, Granted Lands Program Manager, State Lands Commission, to Lauren Wooding Whitlinger, Real Property Administrator, City of Newport Beach April 9, 2024.
[69] Letter from Reid Boggiano Granted Lands Program Manager, State Lands Commission, to Lauren Wooding Whitlinger, Real Property Administrator, City of Newport Beach, April 9, 2024.
[70] Approved Minutes, Harbor Commission, April 10, 2024.
[71] See Agenda Item No. 13, July 9, 2024.

accommodation in a commercial marina. To derive a rental benchmark using this methodology, staff surveys local area marinas to determine mooring rental rates and the number of moorings rented. These moorings are generally rented on a monthly or annual basis with rents based on the general size of a moored vessel (e.g. one rate for vessels 40 feet or less, and a different rate for vessels over 40 feet). Staff then utilizes the collected data to calculate the average annual gross income these marinas derive from mooring rentals. Once the average annual gross income is calculated, staff applies a 5 percent rate of return to represent a comparable fair market compensation rate for the use of State sovereign land. The resulting value is then used as the annual rent for moorings on sovereign land in the subject location.

In comparison, the City's appraisal used a variety of valuation methods but ultimately placed primary emphasis on the Comparable Rentals Approach and Ratio Analysis. The Comparable Rentals Approach is similar to the Commission's approach, but differs in that it surveyed marinas from locations all along the California coast instead of only local marinas. The rates collected from the surveyed marinas were then broken down into a per-linear-foot rate and adjusted based on the relative difference in the average monthly slip rent between Newport Harbor and the surveyed marinas. This provided an adjusted, per-linear-foot mooring rate that accounts for the relative difference in mooring costs between locations (similar to a cost-of-living adjustment). Of note, the City's appraisal does not apply a 5 percent rate of return. Instead, the appraisal uses the adjusted, per-linear-foot rate to arrive at a "benchmark" for the City's moorings of $16 to $18 per month.

The Ratio Analysis utilized a different methodology from the Commission's approach and is based on the premise that both moorings and slips are options available to mariners for mooring a vessel and that their relative costs can be calculated as a ratio of one to the other. For the Ratio Analysis, marinas from various locations along the California coast were surveyed to determine the monthly per-linear-foot rates for both moorings and slips at each marina. This data was then used to calculate a "ratio," or percentage, for mooring rates as compared to slip rates. For example, if a marina charges a monthly rate of $50 per linear foot for a 40-foot slip and $10 per linear foot for a 40-foot mooring, then the ratio for the mooring rate would be calculated as: $10/$50 = 0.20 (i.e. the mooring rate is 20 percent of the slip rate).

The Ratio Analysis provided a ratio of mooring rates to slip rates equal to 30 percent and concluded that a "benchmark" fair market rent could be derived by applying this 30 percent ratio to the "average slip rate" in Newport Harbor. The appraisal then provided two options for "average slip rates," one based on published slip fees for the Balboa Yacht Basin which is administered by the City through a third-party management company, and the other based on slip rates at comparable private marinas. By applying the 30 percent ratio to these "average slip rates," the Ratio Analysis provided a "benchmark" mooring rate of $14.60 to $15.17 per-linear-foot per month.

As the Comparable Rentals Approach and Ratio Analysis were given primary emphasis in the appraisal, these methodologies were ultimately used to arrive at a reconciled "benchmark"

monthly mooring rate of $16 per linear foot. This benchmark was used as the rate for the most common mooring size of 40 feet, leading to an annual rate of $7,680 for a 40-foot mooring. The $16 benchmark rate was then tiered based on the vessel size that each mooring can accommodate. The resulting rates range from $10.50 per linear foot per month for a 25-foot mooring, to $23.25 per linear foot per month for a 95-foot mooring.

Staff concluded that the City could rely on the appraisal without violating the law.

As discussed in the introduction section above, Staff reviewed the City's December 2023 appraisal and concluded that the City could reasonably rely on it to set mooring rates. Staff's opinion has not changed. The Legislature granted Newport Bay to the City to manage in its discretion, and the Commission's role is to review whether the City is exercising that discretion within the bounds set by the Constitution, Public Trust Doctrine, and granting statute. The Commission does not have authority to dictate how the City exercises its discretion within those bounds. In this case, the appraisal does not violate generally accepted appraisal practices or methodologies and, as such, provides a reasonable basis for rental rates that are reflective of fair market value and therefore consistent with the Constitution, Public Trust Doctrine, and grant statutes.

Recommendation

Staff recommends that the City continue using independent appraisals of fair market value, performed at regular intervals, to determine fair market mooring rates. As stated in Commission staff's April 9, 2024 letter to the City, the City may reasonably rely on the 2023 appraisal to set mooring permit rates. Staff understands that increasing the rates paid by current mooring permit holders to fair market values may create hardships, and is comfortable with the City phasing in the rate increase over time. Additionally, if the City wishes to explore adopting a program to provide a certain amount of reduced rate permits as part of a comprehensive program to provide equitable access to Newport Bay, staff will be happy to work with the City to determine how to implement that program in a way that is consistent with California Constitution and other legal requirements.

Residential Pier and Mooring Permit Comparison

Analysis

In broad strokes, the calculation of residential pier rates and mooring rates are both based on appraisals that rely on comparisons to marina rates. There are differences, however, in how the City conceptualizes the rental area calculations.

Residential pier leases use only the footprint of the pier to calculate rent; there are no impact areas to account for the area used by boats moored to the pier, and no inclusion of water areas made inaccessible by the pier, such as the interior portion of a "U"-shaped pier.[72]

Mooring permit rates are based on linear feet of the maximum vessel size the mooring can accommodate, with different rates charged based on the maximum vessel size. So, for example, the proposed rate for a 40-foot mooring is $16 per linear foot and the proposed rate for a 60-foot mooring is $21 per linear foot. Thus, a mooring that can accommodate up to a 40-foot vessel will be charged a monthly rate of $16 multiplied by 40 and a mooring that can accommodate a 60-foot vessel will be charged a monthly rate of $21 multiplied by 60, regardless of the actual length of the vessel associated with the mooring.

The mooring permit rate is based on the maximum length of the vessel and so is conceptually tied to the amount of space a moored vessel could occupy. The residential pier leases, on the other hand, are calculated only based on the physical footprint of the pier and do not include areas that could be occupied by vessels or areas that are rendered inaccessible to the public because of the pier, such as the interior of a "U"-shaped pier. The issues related to the residential pier rental rates and lease area calculations are analyzed above in more detail, but even if the methodology is supportable, there is a discrepancy when comparing pier rent calculations to mooring permit rent calculations. One group is being charged based on the vessel's occupation, and the other group is not.

When comparing the frequency of rate adjustments there also appears to be a difference in how the City has addressed mooring permit rates and pier rates. For the piers, the City first adopted rates based on an average of two different appraisals in 2012[73]; the City then adjusted buffer areas and rates in 2013[74]; and in 2015 the City removed the buffer areas and reduced the rate to the lower of the two 2012 appraisals. [75] For moorings, the City raised rates in 2010 based on a percentage of a marina rate survey (the Marina Index) [76]; in 2016 increased rates

[72] Agenda Item No. 16, Feb 10 2015, attachment B.
[73] Agenda Item No. 1, November 28, 2012.
[74] Agenda Item No. 3, November 26, 2013.
[75] Agenda Item No. 16, February 10, 2015.
[76] Agenda Item No. 19, November 23, 2010.

based on an appraisal[77]; and proposed raising rates in 2024 based on another new appraisal, [78] although that action has been paused.

For both the pier rates and the mooring rates, the City's resolutions contemplated new appraisals every 5 years. [79] But, while the City has generally kept to that schedule for its mooring rates, it has been over 12 years since the City appraised its residential piers, and, as discussed above, the current residential pier rates appear to be significantly below fair market rates.

Viewing all this together, there appears to be a difference in how the City has managed its pier lease rates and its mooring permit rates. The trend for mooring rates has been to have regular appraisals to reflect market conditions; the trend for residential pier permits has been to reduce the overall rent amount through reductions of lease area and lowering of rates without conducting a new appraisal.

The City's discrepancy between residential pier and mooring permit rates may violate the grant statute and the City's fiduciary duties.

The City's Grant states, "In the management, conduct, operation, and control of the lands or any improvements, betterments, or structures thereon, the city or its successors shall make no discrimination in rates, tolls, or charges for any use or service in connection therewith."[80] Commission staff interprets this provision to prohibit charging different rates for the same use – for example, a different mooring permit rate for residents and non-residents. Charging different rates for different types of uses is appropriate when the City can rationally explain the reason for the differences. In this case, it is arguable whether residential pier leases and mooring permits are similar enough to require the same rental rate calculations by the Granting Statute's anti-discrimination clause. On the one hand, they both have the purpose of providing boat storage; on the other, they might reasonably use different approaches to calculating the amount of tidelands used or the value of that use.

Nevertheless, even if the anti-discrimination clause is not violated, the City has a fiduciary duty to act with care and impartiality, to act only in the interest of the beneficiaries – the statewide public, and not to act for any purposes unconnected to its trustee duties.[81] The City appears to have treated its residential pier lessees, who are necessarily City residents, more favorably than its mooring permit holders. This could be interpreted as the City providing favorable treatment for its residents, especially when the City has not explained how its actions are consistent with

[77] Agenda Item No. 20, January 26, 2016.
[78] Agenda Item No. 13, July 9, 2024.
[79] Resolution 2016-17, adopted January 26, 2016; Resolution 2012-120, adopted December 11, 2012.
[80] City Grant section 1(d).
[81] California Public Resources Code section 6009.1, subds. (c)(2), (6).

its obligations as the State's grantee. Even if this does not fit into the technical definition of discrimination in the City's Grant, this disparate treatment risks violating its fiduciary duties to the State.

Recommendation

The City should comprehensively review its mooring permit conditions and residential pier lease conditions, including rental rates, rental area, method and frequency of rent revisions, potential for subleasing, and other terms, to ensure that both user groups are being treated equitably. When the City updates its residential pier lease rates, it should also establish a schedule to reappraise the residential pier rates and mooring rates at the same time, or at least on a regular schedule with the same intervals between reappraisals. Using an independent appraisal of fair market value, reappraised no less than every 5 years, is a reasonable, Trust-consistent approach to ensuring rates are at fair market value. Moorings and residential piers may use different calculation methods as long as each reflects fair market value and the reasoning supporting each approach is documented by the City.

Mooring Permit Transfers

Background

In the City's current mooring permit system, the mooring permit authorizes the permittee to occupy a mooring space located within the City's granted lands, and the permittee owns and is responsible for maintaining the mooring tackle (the tackle includes the buoys, chains, and anchors). Under this system, mooring permit holders are allowed to privately transfer their mooring permits. The ability to privately transfer mooring permits has led to a private market for these permits. According to the City, the prices for mooring permits within this market have ranged from $10,000 to $60,000.[82]

The Orange County Grand Jury Report criticized the City of Newport Beach for allowing this secondary market for mooring permits, making the following Finding and Recommendation:

- Finding F-1. Private profits are being made from the current procedures used in transferring the mooring permits located on the public tidelands in Newport Harbor. Because the mooring equipment and the vessel currently assigned to that mooring must be sold to the same person, when a vessel on a mooring is sold, the new owner transfers that mooring permit into his or her name, rather than vacating the mooring and allowing the waiting list to proceed in order.
- Recommendation R-1. Tighten the regulations and procedures involved with Newport Harbor mooring permits and their transfers to ensure that all monies received which rightly belong to the public, stay within the public arena. [83]

In response to the Grand Jury Report, on November 23, 2010, the City limited mooring permit transfers to two transfers per permit before 2021. After two transfers, mooring permits would revert to City control and be redistributed through a public waiting list, except for transfers within families. The staff report explained, "The City took the Grand Jury's report seriously, and embarked with the City's Harbor Commission and NMA [Newport Mooring Association] on a plan to address transfers (but not rates)."[84]

But on March 28, 2017, the City reversed its phase-out of the private mooring transfers and allowed permits to be transferred indefinitely. The City also created an internet listing of sold moorings detailing the location, size, and sale price at the time of transfer, which staff explained "promotes transparency, and provides a central location for the public to review pricing trends which there assists with determining the fair market value for moorings." The City's staff report did not discuss the Grand Jury report or the City's obligations under its grant

[82] Agenda Item No. 19, November 23, 2010.
[83] 2006-2007 Orange County Grand Jury, "Newport Harbor Moorings: Are They Held in the Public Trust or for Private Profit?" Finding F-1, Recommendation R-1.
[84] Agenda Item No. 19, November 23, 2010.

statute. The only discussion and basis for the change was that "[f]eedback from the mooring community suggests allowing transfers among private parties and rescinding the transfer-cap date."[85]

The City also abolished the wait list. The staff report explained, "Because moorings have been privately sold to third parties and were rarely returned to the City, the wait list virtually never moved over the decades. . . . Under the current policy and after 2020, the wait list, in theory, would begin to move as permittees would no longer be allowed to sell moorings to third parties and would instead be required to return them to the City. However, given the recommendation in No. 1, above, to allow unlimited transfers, the wait list will once again be ineffective and be a burden to maintain as well as providing false expectations to the public."[86]

Finally, the City increased the mooring transfer fee to 75 percent of annual mooring rent, up from 50 percent so the transfer fee for a 40-foot mooring increased from $708.60 to $1,062.90.[87]

Analysis

The mooring permit transfer system has been in place for decades – from a time when moorings were not as in-demand as they are today, and a transfer system existed side by side with a public waitlist. Now, however, the transfer system has replaced the waitlist and is the only way to obtain a mooring permit.[88] The transfer program created a private market for permit sales, and the City reported sales ranging from $10,000 to $60,000.[89] Because a transfer is the only way to obtain a mooring, there is effectively a required up-front payment dictated by private parties and benefiting those private parties.

The City collects a transfer fee of 75 percent of annual rent. This amount is not connected to the sale price of the mooring permit itself. In the 2017 staff report reauthorizing transfers, the City noted that some people sought a mooring permit through the waitlist solely to profit from a subsequent transfer sale.[90] The transfer program creates the potential for private parties to financially benefit from a private market for use of the City's granted lands – without the City's trust funds being fairly compensated.

Private profit from the use of granted lands is not, by itself, a legal violation. For example, commercial businesses lease tidelands to profit from the use; local governments benefit financially from tourism driven by waterfront uses; and residential home values increase if they have adjacent private docks. The problem with the mooring transfer sales in Newport Bay is

[85] Agenda Item No. 3, March 28, 2017.
[86] Agenda Item No. 3, March 28, 2017.
[87] Agenda Item No. 3, March 28, 2017.
[88] Agenda Item No. 3, March 28, 2017.
[89] Agenda Item No. 19, November 23, 2010.
[90] Agenda Item No. 3, March 28, 2017.

that the mooring permits have been privately commodified by restricting public access, which allows individuals to dictate costs for access that are unrelated to the actual use of the tidelands and unregulated by the City. Undeniably, there is a potential for private profit without the City's tidelands fund being compensated. But even if an individual permit holder did not profit for their sale when compared to their own purchase price, the requirement that there be a private purchase is a barrier to access unrelated to the actual tidelands use and which does not benefit the City's trust fund.

Therefore, the private sale of mooring permits that is allowed by the City's transfer policy could be a violation of the City's grant statutes, fiduciary obligations to the State, and the public trust doctrine.

The City failed to consider its role as the State's trustee when rescinding the mooring permit transfer phase-out.

The concern with the mooring permit transfer market was brought to the City's attention in the 2006-2007 Grand Jury Report. Finding F-1 of that Report stated:

> *"Private profits are being made from the current procedures used in transferring the mooring permits located on the public tidelands in Newport Harbor. Because the mooring equipment and the vessel currently assigned to that mooring must be sold to the same person, when a vessel on a mooring is sold, the new owner transfers that mooring permit into his or her name, rather than vacating the mooring and allowing the waiting list to proceed in order."*

The report's recommendation R-1 was to "Tighten the regulations and procedures involved with Newport Harbor mooring permits and their transfers to ensure that all monies received which rightly belong to the public, stay within the public arena." [91] When the City eliminated the transfers in 2010 (effective 2020), the City's ordinance stated that

> *"When there is a great demand for moorings, a value is associated with a mooring permit well in excess of the annual permit fees. This value may be inappropriate in light of the California Constitution's prohibition against the gifting of public funds or assets as set forth in Article XVI, Section 6 of the state Constitution. This amendment to the mooring permit and transferability provisions… begins to bring the City's administration of moorings into compliance with Article XVI, Section 6."*[92]

While prior to the Grand Jury report the City might have been unaware of the legal implications of the transfer program, it was demonstrability aware of them when it began to phase out the

[91] 2006-2007 Orange County Grand Jury, "Newport Harbor Moorings: Are They Held in the Public Trust or for Private Profit?" Finding F-1, Recommendation R-1.
[92] Ordinance No. 2010-26, adopted November 23, 2010.

transfers in 2010. The City should have been aware of those issues when it reversed its phase-out of the transfer program in 2017.

But when these transfer restrictions were rescinded in 2017, the City did not make any statements about the Grand Jury Report's conclusions, the identified conflict with Article XVI, Section 6, of the California constitution identified in the City ordinance, or the City's obligations under its Grant. The only reason given for the recommended changes in the staff report was that "[f]eedback from the mooring community suggests allowing transfers among private parties and rescinding the transfer-cap date."[93] The official minutes of the meeting also do not reflect that any Councilmember or staff person raised the issue.[94]

The City appears to have failed to consider its legal and fiduciary obligations as a Legislative grantee when making the decision to revert the transfer restrictions in 2017. The City's staff report does not contain any analysis of how the changes would, or would not, satisfy their obligations under their grant statute, and does not mention the Gift of Public Funds issue that, in 2010, was noted in the transfer restrictions. This failure means that the City could be violating the California Constitution, the Public Trust Doctrine, its Legislative Grant, and the fiduciary duties it owes to the State.

The City's transfer program may violate the California Constitution.

The City's transfer program appears to violate the Constitutional prohibition against gifts of public property. Article XVI, Section 6 of the California Constitution prohibits the State and local governments from making "any gift or authorize the making of any gift, of any public money or thing of value."[95] When local agencies manage tidelands under a grant from the Legislature and use these granted tidelands, or money derived from the granted tidelands, in a manner that does not further the purposes of the grant, it is a gift of public property in violation of the California Constitution.[96]

In 2010 the City estimated that the value of privately sold moorings ranged from $10,000 to $60,000.[97] The City's mooring transfer log shows that in 2024 the average transfer price was $35,187.50 (when excluding off-market transfers such as family transfers, additions of a second permittee, and transfers associated with house sales). [98] The City charges a transfer fee of 75 percent of the annual mooring rent, which for a 40' mooring would result in a transfer fee of about $1,206. According to City records, in 2024 the City received $72,678 in revenue from mooring permit transfer fees, while $2,536,200 was paid to private parties for mooring permits

[93] Agenda Item No. 3, March 28, 2017.
[94] Approved Minutes, March 28, 2017.
[95] Cal. Const., art. XVI, § 6.
[96] *Mallon v. City of Long Beach* (1955) 44 Cal.2d 199, 210.
[97] Agenda Item No. 19, November 23, 2010.
[98] The City keeps a transfer log on its website.

sold on the private market. The revenue received by the City in 2024 was approximately 2.87 percent of what was paid to private parties for permit transfers.[99]

This transfer fee is unrelated to the mooring permit purchase price and does not adequately compensate the City for the transfer. Therefore, the City's program allows private persons to profit from mooring permit transfers by creating a private market for the sale of public assets without compensation to the City. This is like a public agency leasing a building at a nominal rate and allowing the lessee to sublease for a profit, which violates the California Constitution.[100]

The transfer program may violate the Public Trust Doctrine and the City's grant statute.

The City, as the Legislature's tidelands grantee, is bound by the Public Trust Doctrine when managing Newport Bay.[101] The Public Trust Doctrine's "dominant theme is the state's sovereign power and duty to exercise continued supervision over the trust."[102] Grantees like the City assume that duty of continued supervision of the granted lands. Accordingly, the grant statute imposes a term limit of 50 years for any franchise or lease.[103] While the grant statute does not mention permits, for purposes of the Commission's management, the Public Resources Code defines "lease" as including "a permit, easement, or license."[104]

In this case, not only do the mooring permits not have a time limit, but because they allow private parties to transfer them they effectively never return to the City for distribution, and the public now relies on private parties to obtain a mooring permit.[105] The City can revoke mooring permits for certain reasons,[106] including a provision allowing the permit to be revoked if the "space is to be devoted for a more necessary public use."[107] But this requires the City to justify the revocation, which may be difficult when it relies on subjective determinations like another use being "more necessary" than a mooring permit. The practical effect is that revocation of a permit will only be for cause, similar to terminating a lease for cause. And a

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[99] Email from Lauren Wooding Whitlinger, Real Property Administrator, City of Newport Beach, to Benjamin Johnson, Staff Attorney, State Lands Commission, November 18, 2025.
[100] See *People v. City of Long Beach* (1959) 51 Cal.2d 875, 883 [holding that nominal rent for a YMCA was not a gift because the YMCA fulfilled a public purpose and gained no monetary benefit from the lease].
[101] Pub. Resources Code, § 6009, subd. (c); *Zack's, Inc. v. City of Sausalito* (2008) 165 Cal.App.4th 1163, 1174.
[102] National Audubon Society v. Superior Court (1983) 33 Cal.3d 419, 437.
[103] City Grant, section 1(b).
[104] Pub. Resources Code, § 6501.
[105] Agenda Item No. 3, March 28, 2017.
[106] Newport Beach Municipal Code, section 17.70.020, subds. (A)(1), (4).
[107] Newport Beach Municipal Code, section 17.70.020, subds. (A)(1)(h).

lease for longer than 50 years will still violate the grant statute even though it can be terminated if the lessee fails to comply with its terms. Therefore, the City's mooring permit transfer program could be viewed as a relinquishment of the City's control of the permits to private parties, in violation of the Public Trust Doctrine and the City's grant statute

The City does sublease moorings when the permit holder is away for an extended period of time, which to some degree helps address the privatization of the lands occupied by the moorings. But this does not resolve the fundamental problem that acquiring a mooring permit is now done at the discretion of private parties and not the City, and that the current transfer program effectively leads to alienation of the City's granted lands.

The transfer program may violate the City's fiduciary duties to the State.

As a legislative grantee, the City must manage the granted property "without subjugation of statewide interests, concerns, or benefits to the inclination of local or municipal affairs, initiatives, or excises," and is bound to act as the State's fiduciary.[108]

Public Resource Code section 6009.1 lists fiduciary duties that legislative grantees must fulfill. Among these duties are the following:

- The duty to administer the trust solely in the interest of the beneficiaries.[109]

Under both the Public Trust Doctrine and the City's grant statute, the City must manage Newport Bay to serve the statewide public interest, and the statewide public are the beneficiaries in the trust relationship created by the City's Grant.[110] The transfer program allows the group of current mooring permit holders to control the recipients of the mooring permits and potentially extract value from the process. The transfer program is therefore for the benefit of the group of current mooring permit holders and not for the general public that wishes to acquire a permit.

- The duty to take reasonable steps under the circumstances to take and keep control of and to preserve the trust property,[111] and the duty to not delegate to others the performance of acts that the trustee can reasonably be required to perform and to not transfer the administration of the trust to a co-trustee. [112]

The City's transfer program allows the private mooring tackle owners to control the future users of the property, which is potentially an impermissible transfer of power over the

[108] Pub. Resources Code, §§ 6009, subd. (d), 6009.1, subd. (c).
[109] Pub. Resources Code, § 6009.1, subd. (c)(5).
[110] See *Mallon v. City of Long Beach* (1955) 44 Cal.2d 199, 211.
[111] Pub. Resources Code, § 6009.1, subd. (c)(8).
[112] Pub. Resources Code, § 6009.1, subd. (c)(13).

sovereign land. This could be a violation of the City's duty to keep control of the trust property and not to delegate or transfer administration of the trust.

- The duty to make the trust property productive under the circumstances and in furtherance of the purposes of the trust.[113]

As discussed above, private persons are selling mooring transfers and the City's transfer fee does not appear to reflect that sale. This could violate the duty to make the property productive – in this case, by failing to secure adequate value for the City's trust fund.

Recommendation

The City should end its program of allowing private mooring permit sales. Many current mooring permit holders purchased their moorings with the expectation that they would have the option to sell them in the future to recoup the purchase cost. The City could consider ways to phase out transfers which recognizes that the current mooring permit holders were only following the City's established rules when they purchased their moorings. Commission staff is not taking a position on whether compensation should be provided to the current mooring permit holders.

[113] Pub. Resources Code, § 6009.1, subd. (c)(9).

Residential Pier Subleases

Background

At a December 11, 2012 Special Meeting, the City's Municipal Code was amended to allow residential pier owners to rent out their piers, in which case they would pay commercial rental rates ($1.26 per square foot). The staff report for this decision does not explain why the City chose to allow the private renting of residential piers, only noting that the changes were "a result of the feedback from the Council and the public at the November 28th 2012 Special meeting."[114]

Staff recently reviewed *Dockskipper*, a website that publicly lists residential piers for sublease in Newport Bay, and found eight docks for listed rent, ranging from $1,250 per month ($50 per foot of vessel length per month, up to 25 feet) to $9,000 per month (or $1.50 per foot for a maximum vessel size of 95 feet, and use of a 2-car garage).[115] An average-sized residential pier of 1,116 square feet would pay about $1,406.16 per year in rent if charged at the commercial rate. According to City staff, there are currently 21 residential pier permittees that have notified the City they are subleasing their dock and who are being charged commercial rental rates. Based on the data staff reviewed from *Dockskipper*, even at the low end of subleasing rates a pier permittee with an average sized pier would be able to cover nearly their entire year's rent by subleasing their pier for one month.

Analysis

Commercial leasing is outside the scope of this Report, and staff did not review the City's rate-setting for its commercial marinas or subleased piers. Nevertheless, if the commercial rates charged for residential piers being subleased are too low (especially in light of the sublease rates being charged by pier permittees), then this could be an unconstitutional gift of funds.

Recommendation

The City should investigate residential pier subleasing in Newport Bay. At a minimum, it must ensure that all subleased piers are being charged rent at the commercial rate, consistent with the City's Code. If there are residential pier permittees subleasing without authorization, the City should also explore how to effectively track and enforce restrictions in the residential pier

[114] Agenda Item No. 1, December 11, 2012.

[115] https://www.dockskipper.com/newport-beach-boat-docks-slips-rent/ (accessed October 27, 2025). The prices were: free use of dock in exchange for use of boat; 50 per foot of vessel length a month, up to 25 feet (maximum of $1,250); $1,750 per month (vessel up to 30 feet); $2,900 per month (vessel up to 70 feet); $3,400 per month (vessel up to 50 feet); $3,500 per month (vessel up to 66 feet); $7,500 per month or $1.50 per foot (vessel up to 85 feet); $9,000 per month or $1.50 per foot (vessel up to 95 feet, includes 2-car garage);

subleasing. The City should also evaluate whether the commercial rental rate is appropriate considering the rates residential pier permittees are charging for subleasing.

The Mooring License Program and the City's July 9, 2024 Action

On November 4, 2023, the City created the mooring license program.[116] The City's mooring licenses are non-transferable licenses that provide mariners with an option to rent moorings on a monthly basis, renewable for additional one-month terms. Fees for these licenses are based on an appraisal prepared by Netzer and Associates in August 2023, before the appraisal that Netzer and Associates prepared in December 2023 for the offshore moorings. Commission staff did not review or comment on the August 2023 Netzer appraisal. The license terms included:

- Mooring Licenses are month-to-month and may be renewed, provided the licensee has paid in full the license fee, any late fees, and is not in violation of any provision of the license program.
- Live-aboards are prohibited.
- The City may temporarily assign a mooring that is vacant or unoccupied to another vessel through the issuance of a mooring sub-permit.
- Mooring licenses are not transferable.
- The assigned vessel must actively occupy the mooring. Vacancy for more than 25 consecutive days is considered abandonment if it occurs without the prior approval of the Harbormaster. However, the mooring can be vacant for up to 6 months with prior approval from the Harbormaster.
- A single tender – a small vessel, like a dinghy or kayak, which serves as access to and from shore to the assigned vessel – may be secured to the assigned vessel or to the offshore mooring in the absence of the assigned vessel.
- A licensee may not allow vessels other than the assigned vessel and tender to use the mooring.[117]

On July 9, 2024, the City considered the Harbor Commission's recommendation to increase mooring permit rates. City staff also provided an alternate recommendation, where mooring permits would be phased out in favor of the License Program. City staff's alternate recommendation included:

- As of August 22, 2024, no new mooring permits would be issued. Instead, all new moorings would be authorized under the License Program.
- Existing mooring permittees would continue to pay the current mooring permit rates, with annual CPI adjustments or a 2 percent increase (whichever is less).

[116] Agenda Item No. 4, November 14, 2023.
[117] Resolution 2023-62, November 15, 2023.

- Existing mooring permittees would be allowed to privately transfer their permit one time within four years, but no later than August 21, 2028. Following that transfer, no further transfers would be permissible for that mooring permit.
- Mooring permits transferred during the four year "grace period" would be subject to the 2016 rates for four years from the date of the transfer. After this additional four-year period the permit would convert to a License.
- Mooring permittees that also held a live-aboard permit as of September 1, 2028, and whose mooring permit has converted to a mooring license, may continue to live on the vessel.
- Moorings and associated tackle subject to the License Program would be owned and maintained by the City. Moorings and associated tackle subject to the Permit Program would continue to be owned and maintained by the permittee.[118]

The City approved staff's alternate recommendation.[119] However, the City deferred a second reading of the ordinance at State Lands Commission staff's request, meaning that it is not yet effective.[120]

Analysis

The City concluded that the License Program rates were reflective of fair market value, and that conclusion is supported by the August 2023 appraisal. Similar to the December 2023 appraisal, the appraisal used for the License Program employed a "Comparable Rentals Approach" and a "Ratio Analysis" to arrive at a recommended fair market rent. The recommended rates were similar in both appraisals: for a 40-foot offshore mooring the August appraisal recommended $15.00 per linear foot, and the December appraisal recommended a benchmark rate of $16.00 per linear foot.

The alternate recommendation would eventually lead to the cessation of private mooring transfers and live-aboards, while allowing existing Mooring Permit holders to continue paying current rates (with CPI adjustments) in exchange for the removal of the ability to transfer the permit. As discussed above, private mooring transfers may violate the Public Trust Doctrine, the City's fiduciary duties to the State, and the granting statute. An updated mooring program that leads to the cessation of such transfers would match staff's recommendations regarding private transfers. City staff's alternate recommendation would also lead to the eventual phase out of live-aboards. Live-aboards are generally not consistent with the Public Trust Doctrine. However, even if such use was consistent with the Public Trust Doctrine, the City has discretionary authority to choose between competing Public Trust uses and would be within its authority to eliminate live-aboard use in favor of other Public Trust uses.

[118] Agenda Item No. 13, July 9, 2024.
[119] Approved Minutes, July 9, 2024.
[120] Approved Minutes, July 23, 2024.

Recommendation

As discussed elsewhere in this report, staff supports both ensuring that rates remain at fair market value and the implementation of a fair resolution to the issues created by the City's current mooring program. The City should review its staff alternate proposal in light of the discussion in this report to determine if this proposal provides a fair solution that ensures both fair market rent and addresses the mooring program issues.

Conclusion

When reviewing the City's management of its mooring permits and residential pier leases, a common issue is that the City has not adequately explained – or sometimes, has not explained at all – how its granted lands management decisions comply with the City's obligations as the State's trustee under the granting statute.

For example, when recommending that the City remove the interior of a "U"-shaped pier from the rental calculations in 2017, the staff report does not explain why it is making the recommendation, only stating that "the decision to include or exclude the interior of the U-shape of a slip is left to the discretion of the City Council."[121] It is the same with the recommendation to reduce the pier rate from an average of the two appraisals to the lower value: the staff report just states that "the City Council has the discretion under the Beacon Bay Bill [the grant statute] and Newport Beach Municipal Code to determine the fair market value rent for residential piers based in part on these two appraisals."[122] In the official minutes of that meeting, there is some discussion at the City Council meeting of the City's trustee obligations, and the reason for the reduction in the lease area, but not the rate reduction.[123] From the minutes it is unclear exactly how the City viewed its actions in relation to its trustee obligations.

This is also seen when the City reverted its mooring permit transfer policy in 2017, and staff only explained the basis for the reversion by stating, "Feedback from the mooring community suggests allowing transfers among private parties and rescinding the transfer-cap date."[124] The official minutes of that meeting do not reflect any discussion of the transfer policy's compliance with the City's trustee obligations.[125]

The City has discretion on how to manage its granted lands, but the City must exercise that discretion for the benefit of the statewide public and for the purposes described in its statute and within the bounds imposed by that statute and the Public Trust Doctrine. It might be that in some cases the City performs the analysis of its management decisions during the meeting when such decisions are made, but this is not always the case. And a failure to provide that analysis in the staff report means that the public cannot review the City's reasoning prior to the meeting.

Going forward, when the City takes any action involving its granted lands, it should explain how that action is consistent with its trust obligations – ideally in the staff report, so that the public can review that reasoning ahead of the meeting.

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[121] Agenda Item No. 16, February 10, 2015.
[122] Agenda Item No. 16, February 10, 2015.
[123] Approved Minutes, February 10, 2015.
[124] Agenda Item No. 3, March 28, 2017.
[125] Approved Minutes, March 28, 2017.

CITY OF

NEWPORT BEACH

City Council Staff Report

February 10, 2026
Agenda Item No. 9

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	David A. Webb, Public Works Director - 949-644-3311, dawebb@newportbeachca.gov
PREPARED BY:	Andy Tran, Principal Civil Engineer – 949-644-3315, atran@newportbeachca.gov
TITLE:	Approval of On-Call Professional Services Agreements for Geotechnical and Material Testing Services

ABSTRACT:

A large portion of the City of Newport Beach's Capital Improvement Program (CIP) requires professional geotechnical and material testing services to evaluate and support design options and to confirm conformance to project specifications during construction. Accordingly, staff issued a request for proposals (RFP) for these services and requests the City Council's consideration of four on-call professional services agreements (PSA). Each professional geotechnical and material testing services agreement would be for a term of three years, and a total not-to-exceed amount of $500,000.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Approve On-Call Professional Services Agreements with Verdantas Inc., Geocon West, Inc., GMU Geotechnical, Inc. and Ninyo & Moore Geotechnical & Environmental Sciences Consultants for geotechnical and material testing services, with each agreement being for a term of three years and a total not-to-exceed amount of $500,000, and authorize the Mayor and City Clerk to execute the agreements.

DISCUSSION:

The City's proposed CIP budget anticipates more than $112 million in facilities, parks, harbors, beaches, streets, transportation, water and wastewater improvement projects through individual CIP projects for Fiscal Year 2025-26. Most of these projects require some level of geotechnical and material testing services such as material observation and testing, trench backfill and compaction testing, geotechnical recommendations, pipe welding, and structural inspections. These services require personnel with specialized training, certifications and licenses.

In addition, soil and material testing is performed in certified laboratories by certified technicians. The City does not have the resources to perform these services in-house. To continue to support the City's CIP, staff requests approval of four on-call PSAs with Verdantas Inc., Geocon West, Inc., GMU Geotechnical, Inc., (GMU) and Ninyo & Moore Geotechnical & Environmental Sciences Consultants (Ninyo & Moore) for geotechnical and material testing services.

The City currently has four similar on-call agreements with four geotechnical firms. These current agreements were approved on June 8, 2021, and each had a not-to-exceed amount of $300,000 and a three-year term. These agreements were amended on March 26, 2024, to increase the total NTE amount to $375,000 (total of $1.5 million) and to extend the term to June 7, 2026. Of this amount, approximately $1.45 million, or approximately 97% has been encumbered or spent. To continue with geotechnical support for the City's CIP, staff recommends the approval of four on-call PSAs at a not-to-exceed amount of $500,000 per agreement for a three-year term. The increased amount of each agreement is needed to address the rising costs of labor and increased project workload.

On October 8, 2025, staff issued an RFP to provide geotechnical and material testing services. The City received 15 proposals that were reviewed in detail. The following is a ranking of the firms that submitted a proposal:

Firm Name	**Total Score**	**Rank**
Verdantas, Inc.	280	1
Geocon West, Inc.	275	2
GMU Geotechnical Engineering	275	3
Ninyo & Moore	274	4
Twining, Inc.	270	5
NV5	269	6
AESCO	260	7
Certerra RMA Group	246	8
C.E.M. Lab	245	9
Hushmand Associates	241	10
Koury Engineering & Testing, Inc.	230	11
MTGL, Inc.	220	12
Petra Geosciences, Inc.	220	13
Fenagh, Inc.	219	14
Southwest Inspection and Testing	210	15

The City's proposal review team consisted of three staff members from the Public Works Department. Using the qualification-based selection process, the proposals were evaluated by the review team independently. Proposal evaluations were based on the consultant's understanding of the scope of work, experience, qualifications and availability of staff. While many of the firms met the minimum qualifications outlined in the RFP, the top four consultants were selected by the review team as the most qualified and responsive firms. The four firms have successfully completed similar services for other

local agencies, and their billing rates are consistent with industry standards and their peers. Verdantas, Inc., Geocon West, Inc., and GMU are currently performing these services for the City and have had high marks for their current efforts.

FISCAL IMPACT:

There is no direct fiscal impact related to this item as the award of the on-call agreements does not create an obligation to expend funds. Funding for the work done under these on-call agreements will be expensed to individual projects and work efforts within the City's approved operating and CIP budgets.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENTS:

Attachment A – PSA with Verdantas, Inc.
Attachment B – PSA with Geocon West, Inc.
Attachment C – PSA with GMU
Attachment D – PSA with Ninyo & Moore

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH VERDANTAS INC. FOR GEOTECHNICAL AND MATERIALS TESTING SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 10th day of February, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and Verdantas Inc., a California corporation ("Consultant"), whose address is 2600 Michelson Drive, Suite 400, Irvine CA 92612, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to perform on-call geotechnical and materials testing services ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on February 9, 2029, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services; and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Five Hundred Thousand Dollars and 00/100 ($500,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person

who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Jeff L. Hull to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing

relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action

on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes

full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 Computer Aided Design and Drafting ("CADD") data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; or (b) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in *.dwg* file format, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department.

17.4 All improvement and/or construction plans shall be plotted on standard twenty-four inch (24") by thirty-six inch (36") paper size. Consultant shall provide to City digital 'As-Built' drawings in both AutoCAD and Adobe PDF file format within thirty (30) days after finalization of the Project.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Director of Public Works
Public Works Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Kristen D Williams
Verdantas Inc.
2600 Michelson Drive, Suite 400
Irvine, CA 92612

26. CLAIMS

26.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

26.2 To the extent that Consultant's claim is a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, the Parties agree to follow the dispute resolution process set forth therein. Any part of such "Claim" remaining in dispute after completion of the dispute resolution process provided for in Public Contract Code section 9204 or any successor statute thereto shall be subject to the Government Claims Act requirements requiring Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor/Consultant's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Consultant shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due

performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

28. PREVAILING WAGES

28.1 Pursuant to the applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays and overtime Work for each craft or type of workman needed to execute the Work contemplated under the Contract shall be paid to all workmen employed on the Work to be done according to the Contract by the Consultant and any subcontractor. In accordance with the California Labor Code (Sections 1770 et seq.), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Contract. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774 and requesting one from the Department of Industrial Relations. The Consultant is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Consultant or any subcontractor under him/her to comply with all State of California labor laws, rules and regulations, and the parties agree that the City shall not be liable for any violation thereof.

28.2 If both the Davis-Bacon Act and State of California prevailing wage laws apply and the federal and state prevailing rate of per diem wages differ, Consultant and subcontractor, if any, shall pay the higher of the two rates. Said prevailing rate of per diem wages are on file at the City, Office of the City Clerk, 100 Civic Center Drive, Newport Beach, California 92660, and are available to any interested party on request.

29. STANDARD PROVISIONS

29.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

29.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City,

county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

29.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

29.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

29.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

29.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

29.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

29.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

29.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

29.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

29.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: 1/15/26

By: Jose Montoya for
Aaron C. Harp 01.15.26 RJ
City Attorney

ATTEST:
Date:_____

By:_____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation
Date:_____

By:_____
Lauren Kleiman
Mayor

CONSULTANT: Verdantas Inc.,
a California corporation
Date:_____

By:_____
Kristen D Williams
Secretary

Date:_____

By:_____
Sean Colorado
Vice President

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Billing Rates
Exhibit C – Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES

ON-CALL GEOTECHNICAL AND MATERIAL TESTING SCOPE OF SERVICES

The following is a list of on-call geotechnical and materials testing services that shall be required:

- Conduct geotechnical observations, field and lab testing for various types of projects including, but not limited to, above and below ground structures, earthwork and grading, slope stability analysis, gravity and pressure pipelines, and roadway construction.
- Observe and test trench backfill, street subgrade, base material, asphalt concrete (AC), Portland Cement Concrete (PCC) and any other material.
- Perform compaction testing of various materials, laboratory testing related to all aspects of geotechnical engineering.
- Perform wet track abrasion testing for slurry seals.
- Prepare geotechnical engineering reports with recommendations such as pavement design and compaction reports, subgrade treatment, and various geotechnical engineering studies.
- Attend field meetings and other geotechnical support services as requested.
- Perform field investigation such as pavement coring and boring.
- Collaborate and work with City staff on various projects as assigned.

Scope of Services

With regard to services provided and Verdantas' expertise, the following is a summary of the services to be provided by Consultant. Any of these services shall be utilized during the course of the Agreement to fulfil the needs of the project.

Geotechnical Engineering and Material Sampling/Testing

GEOTECHNICAL INVESTIGATION

Geotechnical investigations shall be performed in general accordance with Orange County and governing jurisdictional requirements. Consultant shall be mobilized and managed out of their Irvine Office and shall utilize resources if needed from other nearby offices. Consultant shall prepare detailed proposals tailored to meet the goal of each individual project. The proposals will present a clear summary of recommended work scope, anticipated schedule, and a breakdown of associated fees. Each proposal will be crafted with a focus on providing expedient and cost-effective engineering solutions.

Research and Studies: Initial Research and Studies for the project shall consist of performing a review of existing available documents, geologic maps, and plans relevant to the project that will provide a useful understanding of existing site conditions and site history.

Field Exploration: In preparing the scope of a field investigation, Consultant's technical staff shall visit the Project site to ascertain equipment access, utility conflicts, and suitable methods of exploration. Consultant shall prepare a geotechnical scope of work specific to the Project, the site conditions, and the requirements of the City and any other municipalities that may be concerned. Field exploration shall be conducted under the direct supervision of licensed Geotechnical Engineers and/or Certified Engineering Geologists provided by Consultant.

Consultant's field exploration shall utilize an array of available exploration and field testing techniques, including hollow-stem auger drilling, Cone Penetrometer Test (CPT) soundings, air- and mud-rotary drilling, rock coring, hand excavated augers, hand excavated Dynamic Cone Penetrometers (DCP), downhole logging of large-diameter borings, geophysical surveys, test pits, infiltration testing, installation of field monitoring instrumentation, and others.

laboratory Testing: Selected soil samples obtained from Consultant's subsurface exploration shall be tested at Consultant's in-house Irvine (LEA approved) geotechnical laboratory in general accordance with applicable ASTM standards. Sample procurement and handling is performed per ASTM. Consultant has the capabilities to perform a full spectrum of geotechnical soil testing in-house.

Report and Findings: Consultant shall prepare a geotechnical design report in general accordance with the current California Building Code and CGS Note 48 guidelines and requirements. The report shall contain graphics and discussions presenting findings, conclusions, and recommendations for the project. The report shall be signed by both a California Certified Engineering Geologist (CEG) and a Geotechnical Engineer (GE) provided by Consultant.

Consultant's geotechnical investigation report shall include a summary of findings including site subsurface conditions, geologic hazards and site seismic parameters. Geotechnical recommendations shall include earthwork recommendations for structure pad and site preparation, foundation design parameters, lateral earth pressures, slab on grade recommendations, pavement designs, temporary excavation, and other project-specific geotechnical recommendations. Consultant's report shall also include construction considerations such as rippability, discussion of ground improvement alternatives, temporary excavations, corrosivity and sulfate/chloride attack potential of site soils, and others.

A/E Team Coordination and Review: Consultant shall provide geotechnical support for City's design team during preparation of the project drawings and specifications. Consultant shall review the project drawings and specifications for compliance with Consultant's geotechnical recommendations.

GEOTECHNICAL OBSERVATION AND TESTING SERVICES

Consultant shall document that the work performed is in compliance with the applicable plans and specifications, and in accordance with applicable sections of the current California Building Code. Consultant's geologist and/or soils technician shall inspect excavations to verify that the conditions anticipated based on the approved project geotechnical report have been encountered, and provide corrective recommendations as deemed appropriate.

Consultant's site qualified engineering technicians shall perform field observations and testing of earthwork operations. Field testing and observation activities shall be performed on an "on-call" basis upon request by the City at the appropriate times during construction. Consultant's field representative shall be present continuously during the earthwork associated with remedial grading and/or preparation of building pads so they may properly document the depth overexcavation and geotechnical characteristics of the compaction of the fill.

Consultant's scope of services shall also consist of the following field, laboratory and office work, generally presented in chronological order:

Pre-Construction Plan Review: Perform a technical review of the grading plans and foundation plans for the Project by Consultant's provided Geotechnical Engineer (GE) and Certified Engineering Geologist (CEG). Prepare a letter documenting a review of each plan set, including signature and stamp, as needed.

Pre-Construction Meeting: Consultant's project manager and/or field operations manager shall attend pre-construction meetings with representatives of the contractors/sub-contractors and construction management team to establish any site access restrictions, points of contact, protocol for scheduling services, and distribution list for Daily Field Reports (DFRs) and test results.

Geotechnical Field Observation and Testing: Consultant's soil technicians shall provide periodic and continuous geotechnical observations and testing during site preparation, overexcavation, and fill placement during earthwork construction, and general site grading. The frequency of observation and testing required shall be established by the governing agency and the project inspector at the pre-construction meeting. In-situ density testing shall be performed using a nuclear moisture/density gauge (ASTM D 6938).

Geotechnical laboratory Testing: Geotechnical (soil) laboratory testing of selected onsite or import soil samples shall be performed to evaluate their geotechnical characteristics.

Project Management: Consultant shall review DFRs and laboratory test results, and prepare reports for distribution. Geotechnical concerns encountered in the field and noted in the daily reports, and any material tested and found to not conform to project specifications, shall be brought to City's attention. Consultant's Certified Engineering Geologist shall provide supervision, quality review, and project management . Hard copies of the DFRs shall be made available to City upon request.

MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

Consultant shall prepare neat, clear, and detailed inspection reports, maintain both daily inspection reports, and maintain a daily diary of inspection activities. Reports shall includes recognition of whether the work in progress conforms to the approved plans, specifications, and generate job memorandums for review and approval by the City. Consultant's laboratory shall provide a quality assurance plan for reliable tests results that are communicated in a timely manner and proper documentation for project close-out. Typical materials testing and special inspection tasks include, but are not limited to, the following:

Concrete Testing and Inspection: Provide experienced inspectors during concrete batch plant operations. Batch plant inspection shall consist of monitoring the batch weights and periodic inspection of the aggregate stockpiles and cement bins. Written reports of all inspections shall be provided on a daily basis and at the completion of the Project. Consultant shall also perform material testing of Portland concrete cement (PCC) cylinders. Compression testing of concrete specimens sampled by Consultant shall be performed in accordance to ASTM C39. Written reports of all tests presenting applicable information shall be prepared at the completion of testing and distributed as required by the City.

Asphaltic Concrete: Consultant shall provide inspectors during asphaltic concrete plant operations. Written reports of the inspections shall be provided on a daily basis and at the completion of the Project.

Expansion and Adhesive Anchors, Dowels: Consultant shall provide special inspection of powder driven concrete anchors, expansion anchors, adhesive anchors and dowels. Consultant will examine the installation of these anchors in accordance with ICC research report for the specific anchor to be used. Consultant shall provide proof testing in tension for the installed anchors per the testing frequencies stated in the approved contract documents.

Structural Masonry Inspection: Consultant shall provide inspectors that have been certified as a special inspector for structural masonry. Their work shall consist of inspection of placement of all reinforcing steel and masonry units during the construction of the structures for compliance of the approved plans and job specifications Inclusive of material testing of mortar and grout. Compression testing of composite masonry prisms, mortar cylinders and grout prism test specimens molded by Consultant shall be performed in accordance to ASTM E447, C780 and CI019. Consultant shall also provide written reports of all tests presenting applicable information as required by the City.

Structural Steel: Consultant shall perform inspection of welding procedures and welds for conformance to approved plans, specifications, and building codes. This inspection shall be on a continuous basis during all shop structural welding. Consultant's inspector may use gamma ray, sonic or any other aid for visual inspection that may deem necessary to assure the adequacy of the welding.

During welding inspection, inspector shall examine the installation of high-strength bolts for conformance to the job specifications. inspector shall check the materials, equipment, and details of construction and installation procedure. Daily reports of the inspections and weekly summary reports shall be provided to the City.

Fireproofing: Consultant's inspectors shall be certified as special inspectors for the installation of spray-applied fireproofing. During installation of spray-applied fireproofing, inspectors will check the thickness, perform adhesion testing in the field, and sample applied material for testing in the laboratory.

Roofing Inspection: If needed, a subconsultant shall provide roofing inspection services and review of roofing specifications, address any issues, and agree on corrective actions prior to the start of installation. Consultant's inspector shall perform full-time inspections, assuring adherence to roof specifications, and provide close-out documents.

Laboratory Testing: All tests shall be performed in accordance with the respective ASTM test method and California test method as appropriate, in accordance with all requirements.

EXHIBIT B
SCHEDULE OF BILLING RATES

2025 BILLING RATE SCHEDULE (Verdantas West)

Professional Services	Hourly Rate
Senior Consultant I, Associate	$285.00
Senior Consultant II, Principal	$325.00
Senior Consultant III, Sr. Principal	$380.00
Project Manager	$245.00
Senior Project Manager	$260.00
Staff I Engineer/Scientist/Geologist	$200.00
Staff II Engineer/Scientist/Geologist	$205.00
Project Engineer/Scientist/Geologist	$225.00
Senior Engineer/Scientist/Geologist	$245.00

Support	Hourly Rate
Field/Lab Technician I	$110.00
Field/Lab Technician II/Special Inspector	$120.00
Field/Lab Technician III/Special Inspector II	$130.00
Senior Technician/Senior Special Inspector	$140.00
Source Inspector	$165.00
System Operation & Maintenance Specialist	$190.00
Non-Destructive Testing (NDT) Specialist	$195.00
Prevailing Wage (Group 1) *	$195.00
Prevailing Wage (Group 2) *	$200.00
Prevailing Wage (Group 3) *	$205.00
City of Los Angeles Deputy Building/ Grading Inspector	$205.00

Support Cont'd	Hourly Rate
Administrative//Technical	$100.00
Editor/ Project Coordinator I	
Administrative//Technical	$130.00
Editor/Project Coordinator II	
Operations / Laboratory Manager	$230.00
Field/Lab Supervisor	$180.00

CAD/GIS/Data Management	Hourly Rate
CAD Designer I	$150.00
CAD Designer II	$165.00
Project Designer	$170.00
Senior Project Designer	$190.00
CAD Technician I	$130.00
CAD Technician II	$145.00
CAD Technician III	$155.00
GIS Analyst I	$155.00
GIS Analyst II	$165.00
Senior GIS Analyst	$220.00
GIS Technician I	$130.00
GIS Technician II	$150.00
Data Manager	$170.00
Senior Data Manager	$195.00

NOTES:

1. **Standard Billing Rates**: Our standard billing rates will remain un-modified throughout the duration of the contract term.
2. ***Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged. Prevailing wage rates will increase by $8 on July 1st of each year.
3. **Higher Hourly Rates**: Certain services, such as emergency/rapid response consulting, may be subject to higher hourly billing rates as agreed upon on a project-specific basis.
4. **Overtime**: Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Verdantas observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
5. **Field Equipment and Supplies**: Field equipment and in-house supplies will be billed at fixed unit prices, subject to periodic updates.
6. **Subcontractors and Project Expenses**: Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 15%, unless billed directly to and paid by client or in accordance with the specific project agreement.
7. **Mileage:** Standard billing rates include all incurred mileage.
8. **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors, or any on-site (field) materials testing services:
   - 2 hours: 2-hour minimum charge will be applied to any field visit for technicians or to any service canceled on the same day of service.
   - 4 hours: 4-hour minimum charge up to the first four hours of work.
   - 8 hours: 8-hour minimum charge for over four hours of work, up to eight hours.
   - Project time accrued includes portal to portal travel time for technicians and special inspectors.
9. **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Verdantas for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Verdantas field personnel.
10. All expert fees, overtime fees, materials and equipment fees, and overall project fees shall be approved in writing by the City prior to being incurred.

GEOTECHNICAL LABORATORY TESTING

METHOD	$/TEST
Classification & Index Properties	
Photograph of sample	15
Moisture content (ASTM D2216)	25
Moisture & density (ASTM D2937) ring samples	37
Moisture & density (ASTM D2937) Shelby tube or cutting	45
Atterberg limits 3 points (ASTM D4318)	160
- Single point, non-plastic	90
- Atterberg limits (organic ASTM D2487 / D4318)	195
- Visual classification as non-plastic (ASTM D2488) Particle size:	15
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	155
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	195
- Hydrometer only (ASTM D7928)	120
- Sieve + hydrometer ≤3 inch sieve, (ASTM D7928)	200
- Percent passing #200 sieve, wash only (ASTM D1140)	75
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207)	140
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	110
Total porosity - on Shelby tube sample (calculated)	180
Total porosity - on other sample (calculated)	165
Shrinkage limits wax method (ASTM D4943)	135
Pinhole dispersion (ASTM D4647)	225
Total porosity - on other sample (calculated)	165
Dispersive characteristics (double hydrometer ASTM D4221)	215
As-received moisture & density (chunk/carved sample)	65
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	115
Sieve + hydrometer ≤3-inch sieve, (ASTM D7928)	200
Shear Strength	
Pocket penetrometer	20
Direct shear (ASTM D3080, mod., 3 points):	
- Consolidated undrained - 0.05 inch/min (CU)	320
- Consolidated drained - <0.05 inch/min (CD)	385
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear)	55
Remolding or hand trimming of specimens (3 points)	95
Oriented or block hand trimming (per hour)	70
Single point shear	115
Torsional shear (ASTM D6467 / ASTM D7608)	880
Compaction & Pavement Subgrade Tests	
Standard Proctor compaction, 4 points (ASTM D698)	
- 4-inch diameter mold (Methods A & B)	170
- 6-inch diameter mold (Method C)	230
Modified Proctor compaction 4 points (ASTM D1557):	
- 4-inch diameter mold Methods A & B	235
- 6-inch diameter mold Method C	265
Check point (per point)	70
Relative compaction of untreated/treated soils/aggregates (CTM 216)	270
Relative density 0.1 ft mold (ASTM D4253, D4254)	250
California Bearing Ratio (ASTM D1883) - 3 point	535
California Bearing Ratio (ASTM D1883) - 1 point	200
R-Value untreated soils/aggregates (AASHTO T190/ ASTM D2844/CTM 301)	335
R-Value lime or cement treated soils/aggregates (AASHTO T190/ ASTM D2844/CTM 301)	365
Soil Chemistry & Corrosivity	
pH Method A (ASTM D4972 or CTM 643)	50
Electrical resistivity – single point – as received moisture	50
Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	95
pH + minimum resistivity (CTM 643)	140
Sulfate content - gravimetric (CTM 417 B Part 2)	75

METHOD	$/TEST
Soil Chemistry & Corrosivity cont'd	
Sulfate content - by ion chromatograph (CTM 417 Part 2)	85
Sulfate screen (Hach®)	35
Chloride content (AASHTO T291/CTM 422)	75
pH + minimum resistivity (CTM 643)	140
Chloride content – by ion chromatograph (AASHTO T291/CTM 422)	85
Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	285
Organic matter content (ASTM D2974)	70
Consolidation & Expansion/Swell Tests	
Consolidation (ASTM D2435):	210
Each additional time curve.	50
Each additional load/unload w/o time reading	45
Expansion Index (ASTM D4829)	140
Relative compaction of untreated/treated soils/ aggregates (CTM 216)	270
Relative density 0.1 ft mold (ASTM D4253, D4254)	250
California Bearing Ratio (ASTM D1883) - 3 point	535
California Bearing Ratio (ASTM D1883) - 1 point	200
R-Value untreated soils/aggregates (AASHTO T190/ ASTM D2844/CTM 301)	335
R-Value lime or cement treated soils/aggregates (AASHTO T190/ ASTM D2844/CTM 301)	365
Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A)	310
Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)	115
Triaxial Tests	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	145
Unconsolidated undrained triaxial compression test on cohesive soils(UU, ASTM D2850, USACE Q test, per confining stress)	185
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	400
Consolidated drained triaxial compression test (CD, USACE S), with volume change measurement. Price per soil type below EM 1110-21906(X):	
- Sand or silty sand soils (per confining stress)	400
- Silt or clayey sand soils (per confining stress)	535
- Clay soils (per confining stress)	755
- Three-stage triaxial (sand or silty sand soils)	700
- Three-stage triaxial (silt or clayey sand soils)	935
- Three-stage triaxial (clay soils)	1,320
- Remolding of test specimens	70
Hydraulic Conductivity Tests	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):	335
Each additional effective stress	130
Hand trimming of soil samples for horizontal K	65
Remolding of test specimens	70
Permeability of granular soils (ASTM D2434)	145
Soil-Cement	
Moisture-density curve for soil-cement mixtures (ASTM D558)	260
Wet-dry durability of soil-cement mixtures (ASTM D559) [1]	1,290
Compressive strength of molded soil-cement cylinder (ASTM D1633)[1]	65
Soil-cement remolded specimen (for shear strength, consolidation, etc.) [1]	250

[1]Compaction (ASTM D558 maximum density) should also be performed – not included in above price

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	$/TEST
Concrete Strength Characteristics	
Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8")	40
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)	45
Trimming concrete cores (per core)	25
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523)	90
Flexural strength of concrete (simple beam- center pt. loading, ASTM C293/CTM 523)	90
Non shrink grout cubes (2 inch, ASTM C109/C1107)	30
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	430
Length of concrete cores (CTM 531)	45
Hot Mix Asphalt (HMA)	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,250
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	965
Superpave gyratory compaction (AASHTO T312/ ASTM D6925)	375
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)	160
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)	1,445
Extraction by centrifuge, percent asphalt (ASTM D2172)	160
Gradation of extracted aggregate (AASHTO T30/ ASTM D5444/CTM 202)	145
Stabilometer, S-Value (ASTM D1560/CTM 366)	285
Bituminous mixture preparation (AASHTO R30/ CTM 304)	85
Moisture content of HMA (AASHTO T329/ASTM D6037 /CTM 370)	65
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ ASTM D2726/CTM 308)	55
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ ASTM D1188/CTM 308)	60
Maximum density - Hveem (CTM 308)	215
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309)	140
Thickness or height of compacted bituminous paving Mixture specimens (ASTM D3549)	45
Wet track abrasion of slurry seal (ASTM D3910)	160
Rubberized asphalt (add to above rates)	+25%
Brick	
Compression - cost for each, 5 required (ASTM C67)	55
Absorption - cost for each, 5 required (ASTM C67)	55
Aggregate Properties	
Bulk density and voids in aggregates (AASHTO T19/ ASTM C29/ CTM 212)	55
Organic impurities in fine aggregate sand (AASHTO T21/ ASTM C40/CTM 213)	65
LA Rattler-smaller coarse aggregate <1.5" (AASHTO /ASTM C131/ CTM 211)	215
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ ASTM C535/CTM 211)	270
Apparent specific gravity of fine aggregate (AASHTO T84/ ASTM C128/CTM 208)	140
Specific gravity and absorption of coarse aggregate (ASTM C127/CTM 206) >#4 retained	110
Clay lumps, friable particles (AASHTO T112/ASTM C142)	190
Durability Index (AASHTO T210/ASTM D3744/ CTM 229)	215
Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226)	45
Uncompacted void content of fine aggregate (AASHTO T304/ ASTM C1252/ CTM 234)	140
Percent of crushed particles (AASHTO T335/ ASTM D5821/CTM 205)	145

METHOD	$/TEST
Aggregate Properties cont'd	
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235)	230
Cleanness value of coarse aggregate (CTM 227)	225
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)	240
Soundness, sodium (AASHTO T104/ASTM C88/ CTM 214)	695
Masonry	
Mortar cylinders 2" x 4" (ASTM C780)	35
Grout prisms 3" x 6" (ASTM C1019).	35
Masonry cores compression, ≤6" diameter - testing only (ASTM C42)	45
Masonry core shear testing (Title 24)	85
Veneer bond strength, cost for each - 5 required (ASTM C482)	60
CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140)	60
CMU moisture content, absorption & unit weight - 6 required (ASTM C140)	55
CMU linear drying shrinkage (ASTM C426)	190
CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314)	215
CMU grouted prisms compression test > 8" x 8" x 16" (ASTM C1314)	270
Fasteners/Bolts/Rods	
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	110
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	130
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	70
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	80
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	70
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	80
A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTM A370)	70
Reinforcing Steel and Prestressing Strands	
Rebar bend test, up to No. 11 (ASTM A370)	70
Rebar bend test, ≥ No. 14 & over (ASTM A370)	215
Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670)	70
Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670)	90
Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	70
Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670)	45
Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	215
Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670)	215
Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	70
Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	215
Epoxy coated rebar/dowel continuity (Holiday) (ASTM A775/A934)	70
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934)	50
Prestressing wire, tension (ASTM A416)	190
Sample preparation (cutting)	55
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775/ A934)	50

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	$/TEST
Streetlights/Signals	
LED Luminaires / Signal Modules / Countdown	By
Pedestrian Signal Face Modules (Caltrans RSS 86)	Quote
Spray Applied Fireproofing	
Unit weight (density, ASTM E605)	65
Sample Transport	
Pick-up and delivery (weekdays, per trip, <50 mile radius from our office)	110

METHOD	$/TEST
Bearing Pads/Plates and Joint Seal	
Elastomeric bearing pads (Caltrans SS 51-3)	1,060
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3)	1,315
Type A Joint Seals (Caltrans SS 51-2)	1,735
Type B Joint Seals (Caltrans SS 51-2)	1,640
Bearing plates (A536)	770

Notes

1. **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months following completion of assigned tests, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of $15 per bag and $6 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in California. There may be additional cost for handling imported samples.
2. **Construction Material Samples:** After all designated breaks for a given sample set meet specified compressive at design age or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. Unless specifically requested otherwise, all other construction materials will be disposed of after completion of testing and reporting.
3. Additional project fees and storage fees for samples shall be approved in writing by the City prior to being incurred.

EQUIPMENT LISTING

CLASSIFICATION	$/UNIT
1/4 inch Grab plates	5/ each
1/4 inch Tubing (bonded)	0.60/foot
1/4 inch Tubing (single)	0.40/foot
3/8 inch Tubing, clear vinyl	0.60/foot
4-Gas meter (RKI Eagle or similar)/GEM 2000	140/day
Air flow meter and purge pump (200 cc/min)	55/day
Box of 24 soil drive-sample rings	130/box
Brass sample tubes	11/each
Caution tape (1000-foot roll)	22/each
Combination lock or padlock	15/each
Compressed air tank and regulator	55/day
Concrete coring machine (≤6-inch-dia)	160/day
Consumables (gloves, rope, soap, tape, etc.)	40/day
Core sample boxes	30/each
Crack monitor Two-Dimensional	30/each
Crack monitor Thee-Dimensional	40/each
Cutoff saws, reciprocating, electric (Sawzall®)	80/day
D-Meter Walking Floor Profiler	110/day
Disposable bailers	25/each
Disposable bladders	20/each
Dissolved oxygen meter	75/day
DOT 55-gallon containment drum with lid	85/drum
Double-ring infiltrometer	135/day
Dual-stage interface probe	85/day
Dynamic Cone Penetrometer	430/day
Generator, portable gasoline fueled, 3,500 watts	90/day
Stainless steel bailer	60/day
Submersible pump with controller	180/day
Submersible pump/transfer pump, 10-25 gpm	65/day
Support service truck usage (well installation)	250/day
Survey/fence stakes	10/each
Tedlar® bags	25/each
Traffic cones (≤25)/barricades (single lane)	55/day
Turbidity meter	80/day
Tyvek® suit (each)	25/each

CLASSIFICATION	$/UNIT
Global Positioning System/Laser Range Finder	80/day
Hand auger set	90/day
HDPE safety fence (≤100 feet)	40/roll
Horiba U-51 water quality meter	135/day
Light tower (towable vertical mast)	150/day
Magnehelic gauge	15/day
Manometer	25/day
Mileage (will adjust with IRS published rate)	0.70/mile
Moisture test kit (excludes labor to perform test, ASTM E1907)	65/test
Nuclear moisture and density gauge	88/day
Electrical moisture and density gauge	88/Day
Pachometer	50/day
Particulate Monitor	135/day
pH/Conductivity/Temperature meter	60/day
Photo-Ionization Detector (PID)	150/day
Pump, Typhoon 2 or 4 stage	55/day
QED bladder pump w/QED control box	175/day
Quire fee – Phase I only	250/each
Resistivity field meter and pins	200/day
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40	20/each
Slope inclinometer	250/day
Soil sampling T-handle (Encore)	10/day
Soil sampling tripod	40/day
Speedy (R) moisture tester	10/day
Vapor sampling box	65/day
Vehicle usage (carrying equipment)	20/hour
VelociCalc	40/day
Visqueen (20 x 100 feet)	130/roll
Water level indicator (electronic well sounder) <300 feet deep well	100/day
ZIPLEVEL®.	40/day

Other specialized geotechnical and environmental testing and monitoring equipment are available, and priced per site. Additional project fees shall be approved in writing by the City prior to being incurred.

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California.

   Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate. The policy shall cover liability arising from bodily injury, property damage, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

E. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess/umbrella liability policies are exhausted.

Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers, employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against

City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess/umbrella liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers, employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

E. Subconsultants. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subconsultants. For CGL coverage subconsultants shall provide coverage with a format at least as broad as CG 20 38 04 13. Limits of liability for General Liability and Professional Liability (Errors & Omissions) in an amount not less than one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000)

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided

through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subconsultants or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subconsultants. For CGL coverage, subconsultants shall provide coverage with a format at least as broad as CG 20 38 04 13.

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

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self- insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

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

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH GEOCON WEST, INC. FOR GEOTECHNICAL AND MATERIALS TESTING SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 10th day of February, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and Geocon West, Inc., a California corporation ("Consultant"), whose address is 6960 Flanders Drive, San Diego, CA 92121, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to perform on-call geotechnical and materials testing services ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on February 9, 2029, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services; and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Five Hundred Thousand Dollars and 00/100 ($500,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person

who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Jelisa Adams to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing

relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action

on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes

full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 Computer Aided Design and Drafting ("CADD") data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; or (b) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in *.dwg* file format, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department.

17.4 All improvement and/or construction plans shall be plotted on standard twenty-four inch (24") by thirty-six inch (36") paper size. Consultant shall provide to City digital 'As-Built' drawings in both AutoCAD and Adobe PDF file format within thirty (30) days after finalization of the Project.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Director of Public Works
Public Works Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Jelisa Adams
Geocon West, Inc.
6960 Flanders Drive
San Diego, CA 92121

26. CLAIMS

26.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

26.2 To the extent that Consultant's claim is a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, the Parties agree to follow the dispute resolution process set forth therein. Any part of such "Claim" remaining in dispute after completion of the dispute resolution process provided for in Public Contract Code section 9204 or any successor statute thereto shall be subject to the Government Claims Act requirements requiring Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor/Consultant's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Consultant shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due

performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

28. PREVAILING WAGES

28.1 Pursuant to the applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays and overtime Work for each craft or type of workman needed to execute the Work contemplated under the Contract shall be paid to all workmen employed on the Work to be done according to the Contract by the Contractor and any subcontractor. In accordance with the California Labor Code (Sections 1770 et seq.), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Contract. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774 and requesting one from the Department of Industrial Relations. The Contractor is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Contractor or any subcontractor under him/her to comply with all State of California labor laws, rules and regulations, and the parties agree that the City shall not be liable for any violation thereof.

28.2 If both the Davis-Bacon Act and State of California prevailing wage laws apply and the federal and state prevailing rate of per diem wages differ, Contractor and subcontractor, if any, shall pay the higher of the two rates. Said prevailing rate of per diem wages are on file at the City, Office of the City Clerk, 100 Civic Center Drive, Newport Beach, California 92660, and are available to any interested party on request.

29. STANDARD PROVISIONS

29.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

29.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City,

county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

29.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

29.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

29.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

29.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

29.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

29.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

29.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

29.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

29.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: 1/13/26

By: Jose Montoya for
Aaron C. Harp 01.13.26 RJ
City Attorney

ATTEST:
Date:_____

By:_____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation
Date:_____

By:_____
Lauren Kleiman
Mayor

CONSULTANT: Geocon West, Inc.,
a California corporation
Date:_____

By:_____
William J. Lydon
Chief Financial Officer

Date:_____

By:_____
Jelisa Adams
Vice President

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Billing Rates
Exhibit C – Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES

ON-CALL GEOTECHNICAL AND MATERIAL TESTING SCOPE OF SERVICES

The following is a list of on-call geotechnical and materials testing services that shall be required:

- Conduct geotechnical observations, field and lab testing for various types of projects including, but not limited to, above and below ground structures, earthwork and grading, slope stability analysis, gravity and pressure pipelines, and roadway construction.
- Observe and test trench backfill, street subgrade, base material, asphalt concrete (AC), Portland Cement Concrete (PCC) and any other material.
- Perform compaction testing of various materials, laboratory testing related to all aspects of geotechnical engineering.
- Perform wet track abrasion testing for slurry seals.
- Prepare geotechnical engineering reports with recommendations such as pavement design and compaction reports, subgrade treatment, and various geotechnical engineering studies.
- Attend field meetings and other geotechnical support services as requested.
- Perform field investigation such as pavement coring and boring.
- Collaborate and work with City staff on various projects as assigned.

DESCRIPTION OF PROJECT CONTROLS TO PROVIDE HIGH QUALITY DELIVERABLES WHILE MINIMIZING ADDITIONAL DESIGN COSTS AND SCOPE CHANGES

Our foremost commitment under this contract is to provide exceptional service. We will maintain clear, consistent communication with the City's contract managers and keep open lines of contact at all times. Our team will be available to meet with you upon request and at your convenience; our phones remain on and accessible, and we will respond promptly to your calls, day or night.

To support continuity and efficiency, the same team will remain involved throughout the term of this contract, ensuring a thorough understanding of the City's objectives and facilitating successful contract performance. As part of our standard procedure, all billing information will be carefully reviewed by our Project Managers prior to submittal to the City.

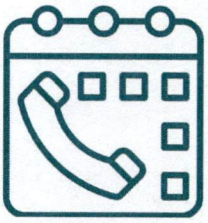
QUALITY CONTROL

Geocon's cost control begins with effective quality control procedures. Geocon's established quality control procedures have earned us an excellent reputation for delivering quality products. Our in-house computerized cost control, project tracking, and project management system allows our project managers to monitor the quality of all aspects of a project as it evolves. All quality control begins with a team meeting after the contract has been awarded and before the start of work. The project manager reviews and formalizes the technical, budgetary, and schedule aspects of the project and discusses the information with the project team. Further technical checks are performed by the project manager after field and laboratory investigations to verify satisfactory project performance. In addition, Geocon's quality assurance program provides accuracy and reproducibility acceptable to industry standards. We accomplish this through the application of experienced staff, ongoing staff training, calibration of testing apparatus by certified independent agencies, and periodic review of Geocon's personnel and procedures by outside accredited testing and inspection agencies.

BUDGET CONTROL

Our commitment to providing good customer service begins with each proposal; once a scope of work and price have been developed and agreed upon, we do not issue change orders unless the scope of work or project schedule has been changed. As a project evolves, project costs are reviewed by the project manager every week or as needed throughout the project duration. If we see a change in the scope of work or that the project is going over budget, we will discuss the situation with the client immediately. **Geocon will not bill a client additional charges unless the charges have been pre-approved by the client and we have written authorization to do so.**

In order to be as cost-effective as possible, construction inspection and testing services are performed by multi-certified inspectors whenever possible. This often eliminates the need for a second inspector on the same day and saves the project money. We also practice value engineering throughout the construction duration because we recognize that the most significant project costs will be incurred during this time. We add value to projects by accurately evaluating site soil and geologic conditions and developing practical, cost-effective foundation and/or groundwater improvement alternatives.



SCHEDULE CONTROL

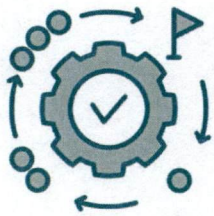
In order to maintain project schedules and minimize delays, **we maintain regular communication with clients throughout project durations.** Our staff understands the importance of direct client communication concerning the scope of work, project milestones, and project deliverables. We must have a clear understanding of the project and client expectations before commencing work. Through advanced planning and the establishment of project milestones, potential impacts on the critical path are flagged early to allow for contingency planning, which minimizes risks to the project, including delays and budget overruns.

Geocon regularly completes projects on schedule and is conscious of the importance of timeliness during report preparation and when responding to questions from the design team throughout the entire project duration. Documents will be provided to the project team in electronic (PDF) format to keep projects moving forward expeditiously. Reports will be sent electronically via email and by hard copy via overnight mail once completed. This will allow the project team more time to complete their tasks while waiting for the final documents. Our Schedule control methods have allowed us to provide deliverables promptly and have proven our ability to provide services for multiple, large-scale projects concurrently while adhering to project schedules.

COMMUNICATION COORDINATION

Ms. Jelisa Thomas Adams, GE, Contract Manager and Senior Engineer, will be responsible for maintaining an open line of communication with the City and will meet with you to determine your needs and develop a service strategy to meet those needs. Ms. Adams has over 19 years of experience performing geotechnical services for the design and construction of capital improvement projects and has a clear understanding of the California Building Code, ASCE 7, and ASCE 41, Title 24, Greenbook, CALTRANS, and CGS requirements. She will be responsible for developing scopes of work, the resourcing of personnel, reviewing project schedules and budgets, and providing oversight of geotechnical investigations, soils inspection, and testing activities, if needed.

Geocon will work with the City throughout the design process to make sure that project goals are achieved and deadlines are met. The City will be involved during the proposal process, will be kept up to date on major project milestones, and will be able to provide comments during report preparation. We will meet with our subcontractors early in the proposal process, so they have a clear understanding of the project, what is expected of them, and project deadlines. Once we receive a notice to proceed, Geocon will contact our subconsultants immediately to make sure they are prepared to perform their scope of work. We regularly work with local municipalities and other government agencies and will provide the necessary project coordination for permitting and planning. **Our key personnel will maintain communication with all parties involved at the project site and will be available for detailed discussions, as needed.**



MANAGING PHASED PROJECTS

Geocon provides geotechnical design and consultation services for capital improvement projects from project conception through the completion of construction. Our services are typically performed in phases throughout design, permitting, and construction. For a typical new CIP project, our services begin with a geologic hazard evaluation to assess the potential for geologic and seismic hazards that could adversely affect the proposed project. Following the geologic hazard evaluation, a geotechnical investigation is performed to provide recommendations pertaining to the geotechnical aspects of design and construction. We work with the City, design team, and regulatory agencies involved throughout the design process, as well as review project plans and specifications to verify conformance with pertinent design requirements before bidding and construction.

Once construction begins, Geocon provides oversight and performs soils and materials testing services to ensure that earthwork and construction are performed per the project plans and specifications. We have constant interaction with the Inspector of Record and the City throughout this process. We also respond to Requests for Information (RFIs) and interact with the design team with adherence to the required chain of communication. Upon completion of construction, we prepare final certification reports for project close-out procedures.

Whether providing geotechnical services during the design phase or construction phase, our staff is accustomed to mobilizing on relatively short notice and providing deliverables in a timely manner. We have proven capabilities to provide services for multiple, large-scale projects concurrently while adhering to project schedules and budgets.

ACCOUNTABILITY FOR PROJECT PLANS, SPECIFICATIONS & TIMELINES

Projects are always managed by licensed professional staff members who are familiar with the California Building Code, Title 24, Greenbook, and Caltrans standards and requirements. This ensures proper report preparation and efficient interaction with the City's Project Manager. In many instances, we are on a first-name basis with the project management staff, providing review of reports and construction documents. It is our policy to return telephone calls and respond to RFIs the same day they are received, whenever possible.

EXHIBIT B
SCHEDULE OF BILLING RATES

2025 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman/Dispatcher	$106/hr
Engineering Assistant/Lab Technician	106/hr
Engineering Field Technician (Earthwork/Compaction Testing/Backfill)	*90/hr
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.)	*95/hr
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles)	*117/hr
LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles)	*133/hr
Staff Engineer/Geologist	*135/hr
Senior Staff Engineer/Geologist	*148/hr
Project Engineer/Geologist	*159/hr
Senior Project Engineer/Geologist	*170/hr
Senior Engineer/Geologist	*191/hr
Associate Engineer/Geologist	*217/hr
Principal Engineer/Geologist/Litigation Support	424/hr
Attorney Fees (General)	530/hr
Deposition or Court Appearance	583/hr
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hour minimum per call out)	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate

Minimum Fee per call-out (if 4 hours or less) 4-Hour minimum, (if more than 4 hours and less than 8 Hours) 8-Hour minimum
Short-Notice Cancellation, 4 Hours (if after 4 pm the day before the scheduled inspection or upon/after arrival at the job site)

*Prevailing Wage (PW) California Labor Code §1720, et. Seq add $50/hr

EQUIPMENT, MATERIALS, & ANALYTICAL TESTS

Nuclear Density Gauge / Sand Cone Testing Equipment	$11/hr	55-Gallon Drum	127/ea
Vehicle	11/hr	Visqeen (6 mil 20X100')	143/roll
Special Inspection Equipment	5/hr	Traffic Cones/Barricades	37/day
Asphalt Cold Patch/Concrete	32/bag	TPHg(EPA 8015B)	74/ea
Double Ring Infiltrometer Equipment	212/day	TPHd/TPHmo	(EPA 8015M) 80/ea
GPS Unit	170/day	TPH Carbon Chain Breakdown	(EPA 8015M) 117/ea
Pick-up Truck	159/day	Methanol and/or Ethanol (EPA 8015M)	133/ea
Water Buffalo.	80/day	Volatile Organic Compounds	(EPA 8260B) 133/ea
D namic Cone Penetrometer	424/da	Semi-Volatile Or anic Compounds	(EPA 8270) 239/ea
Hand-Auger	53/day	PAHs (EPA 8270SIM)	196/ea
Distilled Water (5-gallon)	21/ea	CAM 17 Metals (EPA 6010B)	170/ea
Bailer (Reusable)	37/da	Sin le Metal	(EPA 6010B) 32/ea
Bailer (Disposable)	16/ea	Hexavalent Chrome (EPA 7199)	80/ea
Stainless Sampling Pump	$159/day	Organochlorine Pesticides (EPA 8081)	117/ea
Battery-Powered Pump	80/day	Organophosphorus Pesticides (EPA 8141)	133/ea
Water Level Indicator	42/day	Chlorinated Herbicides (EPA 8151)	133/ea
Interface Probe	133/day	PCBs (EPA 8082)	101/ea
Photo-Ionization Meter	159/day	Soil pH (EPA 9045C)	21/ea
Combustible Gas Meter	159/day	WET or TCLP Extraction	90/ea
pH/Conductivity/Temperature Meter	159/day	EPA 5035 Sample Kits	42/ea
Turbidity Meter	85/day	Asbestos (PLM)	27/ea
Air Sampling Pump	85/day	Asbestos (400-point count)	53/ea
Level D PPE/Decon Rinse Equipment	58/day	Sample Compositing	21/composite
Concrete Coring Equipment	302/day	48-hour Turnaround Time	60% surcharge
Generator or Air Compressor	159/day	72-hour Turnaround Time	40% surcharge

LABORATORY TESTS*

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold..... $371/ea
(D698/D1557/T99/T108) 6-inch mold..... 371/ea
(CT 216) California Impact 371/ea
Check Point..... 159/ea
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3) ... 212/set
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.) 80/ea
(D1633/CT312) Soil Cement Comp. Strength (Set of 3) 371/set
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.) 133/ea

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value $424/ea
(D2844/CT301) Resistance Value, Treated 424/ea
(D1883) California Bearing Ratio 636/ea
(C977) Stabilization Ability of Lime..... 212/ea
(D1883) Calif. Bearing Ratio (Army Corp of Engineers) 636/ea

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity..... $212/ea
(D4972/T289) pH Only 106/ea
(CT417) Sulfate Content..... 164/ea
(CT422) Chloride Content 164/ea
(D2974) Organic Content 133/ea

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall..... $286/ea
(D5856) Permeability, Rigid Wall 276/ea
(D2434) Permeability, Constant Head 297/ea
(D2434) Permeability, FHA Slab-on-Grade 117/ea
(D2434) Permeability, Hourly 58/ea
(D2435/T216) Consolidation (6 pts. w/ Unload) 477/ea
(D2435/T216) Consolidation Additional Point w/ Unload ... 133/ea
(D2435/T216) Time Rate Consol. (6 pts. w/Unload) 1,060/ea
(D2435/T216) Time Rate Consol. Add'l. Point w/Unload ... 212/ea
(D4546) Swell/Compression Testing & Density 159/ea
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.) 106/ea
(D4546) Swell/Settlement Testing & Density (County) 159/ea
(D4546) Swell/Settlement Testing & Density (FHA) 106/ea
(D4829) Expansion Index of Soils..... 318/ea

STEEL TESTING

Reinforcing Steel Tests:

(A370) Tensile Strength & Elongation
- #11 Bar & Smaller $133/ea
- #14 Bar $159/ea
- #18 Bar (Proof Test) $186/ea

(A370) Bend Test
- #11 Bar & Smaller $80/ea
- #14 & #18 Bar $106/ea

(A370) Tensile - Mechanically Spliced Bar
- #11 Bar & Smaller $212/ea
- #14 Bar & Larger..... $265/ea

(A370) Tensile – Electric Resist. Butt Splice w/ Control 212/ea
(A370) Straightening of bar (if required)..... 80/ea

Structural Steel Tests:

(A370) Machining & Prep of Test Specimen ..... Cost + 20%
(A370) Tensile Strength & Elongation
- Up to 200,000 lbs..... $159/ea
- 200,000 – 300,000 lbs..... 186/ea
- 300,000 – 400,000 lbs 212/ea

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve $318/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash..... 212/ea
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash 186/ea
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash.....159/ea
(C117/D1140/T11) Materials Finer than #200 .....133/ea
(D2216/T265/CT226) Moisture Content..... 42/ea
(D2487/D2488) Visual Soil Classification 42/ea

(D2937) Density of In-Place Soil, Drive-Cyl. Method..... 59/ea
(D4943) Shrinkage Factors of Soils, Wax Method.....85/ea
(C131/C535/CT211) L.A. Abrasion Resistance $318/ea
(C142/T112) Clay Lumps and Friable Particles 164/ea

SOIL AND AGGREGATE PROPERTIES (CONTD.)

(C123/T113) Light Weight Particles 265/ea
(D3744/CT229/T210) Durability Index Fine 212/ea
(D3744/CT229/T210) Durability Index Coarse 212/ea
(CT227) Cleanness Value 212/ea
(D4791) Flat & Elongated Particles 212/ea
(D693/CT205) Percent Crushed Particles 212/ea
(D5821) Percent. of Fractured Particles, Coarse Aggregate ..212/ea
(C40/CT213/T21) Organic Impurities.....106/ea
(C235) Soft Hardness (Scratch Hardness).....133/ea
(C88/CT214/T104) Sulfate Soundness.....588/ea
(C1252/T304) Uncompact. Void Content, Fine Aggregate 212/ea
(C127/CT206/T85) Coarse Specific Gravity 186/ea
(C128/CT207/T84) Fine Specific Gravity 212/ea
(D854/CT209/T100) Specific Gravity of Soil 239/ea
(C29/CT212/T19) Unit Weight & Percent Voids.....133/ea
(D2419/CT217/T176) Sand Equivalent.....186/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit) 292/ea
(D4318/CT204/T89) Liquid Limit 159/ea
(D4318/CT204/T90) Plastic Limit 159/ea
(C330) Spec. for Lightweight Aggregates, Struc. Concrete .. Quote

SHEAR STRENGTH

(D2166) Unconfined Compression.....$106/ea
(D3080/T236) Direct Shear (3 points).....424/set
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass $159/ea
(D2850) Unconsolidated-Undrained Triaxial Shear.....122/ea
(D2850) Unconsolidated-Undrained Triaxial Staged 170/ea
(D4767) Consolidated-Undrained Triaxial Shear.....281/ea
(D4767) Consolidated-Undrained Triaxial Staged 360/ea
(EM1110) Consolidated-Drained Triaxial Shear.....398/ea
(EM1110) Consolidated-Drained Triaxial Staged 509/ea

MASONRY**

Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption $371/ea
(C140) Moisture Content/Absorption (ea. addtl. specimen) 133/ea
(C140) Compression Test..... 318/ea
(C140) Compression Test (ea. addtl. specimen)..... 133/ea
(C426) Linear Drying Shrinkage..... 371/ea
(C109/UBC 21-16) Mortar Cylinder (2"x4").....32/ea
(C942) Grout Prism (3"x3"x6"), trimming included.....37/ea

Masonry Prism (Assemblage):

(C1314) 8"x8"x16" – 8"x12"x16" $212/ea
(C1314) 8"x16"x16" – 10"x12"x16" 239/ea

LABORATORY TESTS* (CONTINUED)

Pre-stressing Wire & Tendon Tests:
(A421) Tensile Strength, Single Wire $212/ea
(A416) Tensile Strength, 7-Wire Strand $265/ea
High Strength Bolt, Nut, & Washer Tests:
(A325/A490) Tensile Test on Bolts $133/ea
(A563) Proof Load Test on Nuts $133/ea
(A325/A490) Hardness Test on Bolts $80/ea
(A536) Hardness Test on Nuts $80/ea
(F436) Hardness Test on Washers $80/ea
Weld Specimen Tests:
(E164) Ultrasonic Examination ..... Quote
Machining & Prep of Test Specimen ..... Cost + 20%
(E381) Macrotech Test (3 Faces) $376

ASPHALT TESTING

Asphalt Properties:
(D2726/CT308/T166) Bulk Spec. Grav. Compacted HMA $133/ea
(D1560/CT366) Stabilometer Value (HVEEM) $265/ea
(D2041) Theoretical Max Specific Gravity $212/ea
(D5444) Sieve Analysis of Extracted Asphalt $265/ea
(D6307/CT382) Percent Asphalt, Ignition Method $212/ea
(D1188) Unit Weight of Asphalt Core 117/ea

MISCELLANEOUS TESTING SERVICES

Calibration of Hydraulic Ram:
100 Ton & Under $318/ea
101 Tons – 200 Tons 424/ea
Use of Universal Testing Machine:
UTM with One Operator $477/ea
Additional Technician ..... Regular Tech Rate
Spray Applied Fireproofing:
(E605/E736) Fireproofing Oven Dry Density/Thickness ...$159/ea
(C1314) 12"x12"x16" – 12"x16"x16" 265/ea
(C1314) Larger than 12"x16"x16" ..... Quote
Brick Test (Set of 5 Specimens):
(C67) 24-Hour Absorption, Cold Water $265/set
(C67) 5-Hour Absorption, Boiling Water $265/set
(C67) Compression Test or Modulus of Rupture $318/set
(C67) Each Additional Specimen $106/ea

CONCRETE**

Mix Designs:
(ACI211/ACI214) Concrete Mix Design $477/ea
(ACI211/ACI214) Review of Concrete Mix Design $477/ea
(C192) Concrete Trial Mix (includes equipment & labor) ..$689/ea
Concrete Properties:
(C39/CT521/T22) Comp. Strength, Concrete Cyl. $32/ea
(C42/CT521/T22) Comp. Strength, Concrete/Gunite Core $64/ea
(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam ..133/ea
(C174) Length Measuring of Drilled Cores $106/ea
(C1140) Shotcrete Panel-Coring & Testing (Set of 3) $371/set
(C1140) Shotcrete Panel (each addtl. specimen) $133/ea
(C496) Static Modulus of Elasticity $265/ea
(C496) Drying Shrinkage (Set of 3, up to 28 days) $689/set
(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete 101/ea
(F1869) Vapor Emission Rate, Concrete Subfloor 80/ea

***2X Surcharge on rush turn-around for laboratory testing.**
****Fee applies for sample storage, testing, or disposal.**

VIBRATION MONITORING SERVICES

Initial Set-Up & Baseline Readings (Each) $3,180
Installation (Two Stations) $3,710
Installation (Each Additional Station) $2,120
Meetings, Additional Reporting (Hourly) $170
Monitoring (Monthly) $6,360
Monitoring (Weekly) $2,120
Monitoring (Daily) $530
Emergency Site Visit $678

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time.
4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.

   City must provide prior written approval for all equipment, materials, and outside services prior to being incurred.

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California.

   Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate. The policy shall cover liability arising from bodily injury, property damage, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

E. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess/umbrella liability policies are exhausted.

Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers, employees or shall specifically allow Consultant or others providing insurance evidence in

compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess/umbrella liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers, employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

E. Subconsultants. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subconsultants. For CGL coverage subconsultants shall provide coverage with a format at least as broad as CG 20 38 04 13. Limits of liability for General Liability and Professional Liability (Errors & Omissions) in an amount not less than one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000)

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such

insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subconsultants or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subconsultants. For CGL coverage, subconsultants shall provide coverage with a format at least as broad as CG 20 38 04 13.

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

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self- insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

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

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH GMU GEOTECHNICAL, INC. FOR GEOTECHNICAL AND MATERIALS TESTING SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 10th day of February, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and GMU Geotechnical, Inc., a California corporation ("Consultant"), whose address is 30336 Esperanza, Rancho Santa Margarita, CA 92688, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to perform on-call geotechnical and materials testing services ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on February 9, 2029, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services; and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Five Hundred Thousand Dollars and 00/100 ($500,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person

who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Gregory Silver to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing

relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action

on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable, but only to the extent permitted by law, and not to exceed the policy limits of Consultant's insurance policy where applicable.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes

full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 Computer Aided Design and Drafting ("CADD") data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; or (b) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in *.dwg* file format, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department.

17.4 All improvement and/or construction plans shall be plotted on standard twenty-four inch (24") by thirty-six inch (36") paper size. Consultant shall provide to City digital 'As-Built' drawings in both AutoCAD and Adobe PDF file format within thirty (30) days after finalization of the Project.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Director of Public Works
Public Works Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Gregory Silver
GMU Geotechnical, Inc.
30336 Esperanza
Rancho Santa Margarita, CA 92688-2118

26. CLAIMS

26.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

26.2 To the extent that Consultant's claim is a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, the Parties agree to follow the dispute resolution process set forth therein. Any part of such "Claim" remaining in dispute after completion of the dispute resolution process provided for in Public Contract Code section 9204 or any successor statute thereto shall be subject to the Government Claims Act requirements requiring Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor/Consultant's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Consultant shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due

performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

28. PREVAILING WAGES

28.1 Pursuant to the applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays and overtime Work for each craft or type of workman needed to execute the Work contemplated under the Contract shall be paid to all workmen employed on the Work to be done according to the Contract by the Contractor and any subcontractor. In accordance with the California Labor Code (Sections 1770 et seq.), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Contract. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774 and requesting one from the Department of Industrial Relations. The Contractor is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Contractor or any subcontractor under him/her to comply with all State of California labor laws, rules and regulations, and the parties agree that the City shall not be liable for any violation thereof.

28.2 If both the Davis-Bacon Act and State of California prevailing wage laws apply and the federal and state prevailing rate of per diem wages differ, Contractor and subcontractor, if any, shall pay the higher of the two rates. Said prevailing rate of per diem wages are on file at the City, Office of the City Clerk, 100 Civic Center Drive, Newport Beach, California 92660, and are available to any interested party on request.

29. STANDARD PROVISIONS

29.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

29.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City,

county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

29.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

29.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

29.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

29.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

29.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

29.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

29.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

29.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

29.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: 1/15/26

By: Jose Montoya 01.15.26 RJ
Aaron C. Harp
City Attorney

ATTEST:
Date:_____

By:_____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation
Date:_____

By:_____
Lauren Kleiman
Mayor

CONSULTANT: GMU Geotechnical, Inc., a California corporation
Date:_____

By:_____
Aron Taylor
Chief Executive Officer

Date:_____

By:_____
Michael Moscrop
Secretary

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Billing Rates
Exhibit C – Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES

ON-CALL GEOTECHNICAL AND MATERIAL TESTING SCOPE OF SERVICES

The following is a list of geotechnical and materials testing on-call services that shall be required:

- Conduct geotechnical observations, field and lab testing for various types of projects including, but not limited to, above and below ground structures, earthwork and grading, slope stability analysis, gravity and pressure pipelines, and roadway construction.
- Observe and test trench backfill, street subgrade, base material, asphalt concrete (AC), Portland Cement Concrete (PCC) and any other material.
- Perform compaction testing of various materials, laboratory testing related to all aspects of geotechnical engineering.
- Perform wet track abrasion testing for slurry seals.
- Prepare geotechnical engineering reports with recommendations such as pavement design and compaction reports, subgrade treatment, and various geotechnical engineering studies.
- Attend field meetings and other geotechnical support services as requested.
- Perform field investigations such as pavement coring and boring.
- Collaborate and work with City staff on various projects as assigned.

GMU is uniquely qualified to provide the full range of services outlined in the RFP, along with the additional services described below. We have provided on-call geotechnical and materials testing services to public agencies for more than 30 years, including the past 16 years serving the City of Newport Beach. A list of agencies we have recently supported is included in Section 6 of this proposal. A summary of representative GMU services is provided below.

PAVEMENT ENGINEERING

While pavement and geotechnical engineering are often associated, they involve fundamentally different material behaviors and performance considerations. At GMU, we treat them as complementary yet distinct sub-disciplines of civil engineering, each requiring specialized expertise to ensure accurate analysis and effective design.

Recognizing the unique technical demands of pavement engineering and testing, GMU established a dedicated Pavement Engineering division in 2005. Since then, it has grown into the largest in-house pavement engineering team under one roof in Southern California. Our team of pavement specialists provides advanced, data-driven solutions tailored to the needs of public agencies and private clients alike. GMU's pavement engineering services include:

- Performing non-destructive pavement evaluation testing, including in-house **falling weight deflectometer (FWD)** and **ground-penetrating radar (GPR)** testing for pavement evaluation projects.
- **Pavement-materials laboratory testing** in our in-house Caltrans-certified pavement and soils laboratory. Pavement laboratory tests performed in-house by GMU include asphalt concrete mix designs for asphalt producers and quality control/quality assurance testing during construction.
- Preparation of **pavement rehabilitation plans and specifications** for pavement-focused projects.
- Preparing **pavement management plans**.
- Pavement bid solicitation, construction management advisory, and pavement-construction materials observation and testing services.

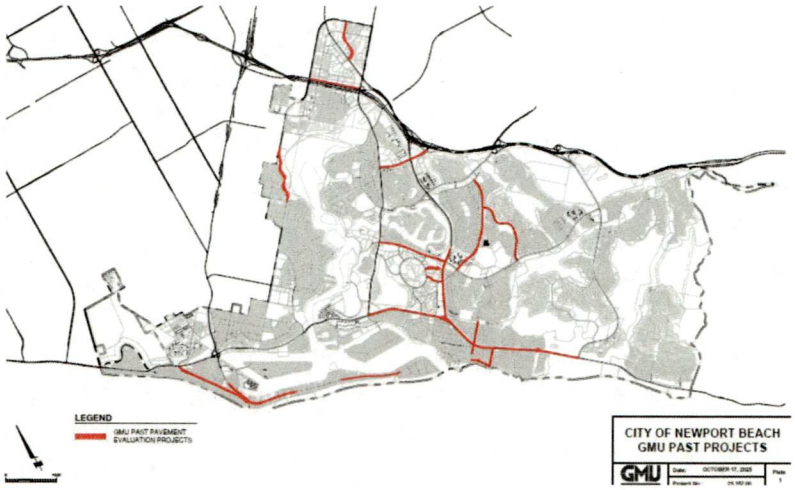


Figure 1: Representative pavement evaluation projects (red) completed by GMU within the City of Newport Beach since ~2014.

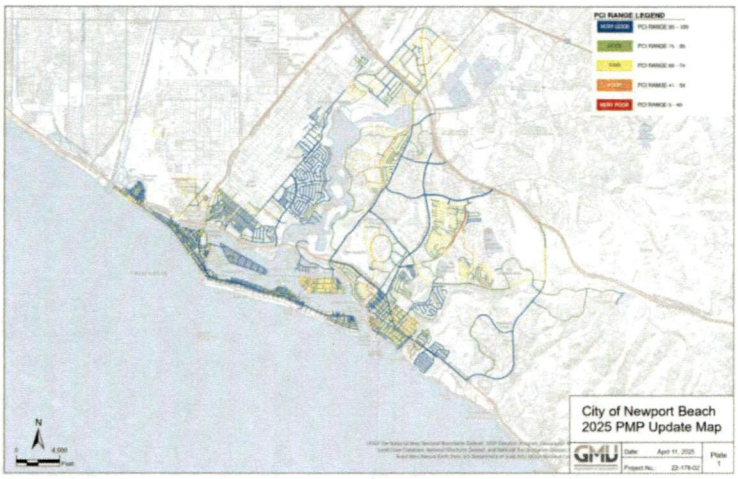


Figure 2. GMU has supported the City's standard for high-quality pavement infrastructure by performing the City's Pavement Management Plan update since 2022, providing data-driven guidance for funding, project prioritization, and long-term performance tracking.

GEOTECHNICAL ENGINEERING

GMU has nearly 60 years of experience providing geotechnical investigation and design services for both public and private sector clients. Our team has supported a wide range of municipal and infrastructure projects, including civic centers, city halls, community buildings, parks (including Marina Park in Newport Beach), bridges, roadways, retaining walls (including segmental systems), utilities, slope grading and repair, and emergency response services such as landslide evaluation, repair design, and construction oversight. This depth of experience and technical capability enables GMU to deliver responsive and cost-effective geotechnical solutions.

- **Geotechnical Engineering and Engineering Geology -** Four Registered Geotechnical Engineers and five Certified Engineering Geologists with extensive experience spanning master-planned communities, landslides, bridges, public works facilities, roadways, and high-rise structures.
- **Structural Engineering and Geo-Structural Design -** Design of conventional retaining walls, soil nail walls, soldier pile systems, and mechanically stabilized earth (MSE) walls.
- **Soils and Materials Laboratory -** Certified by Caltrans and AASHTO.
- **Forensic Engineering and Expert Witness Consultation –** Over 35 years of experience providing forensic investigations, litigation support, and expert witness services.
- **Geotechnical Instrumentation -** More than 35 years of experience in the installation and monitoring of hillside and slope movement instrumentation systems.

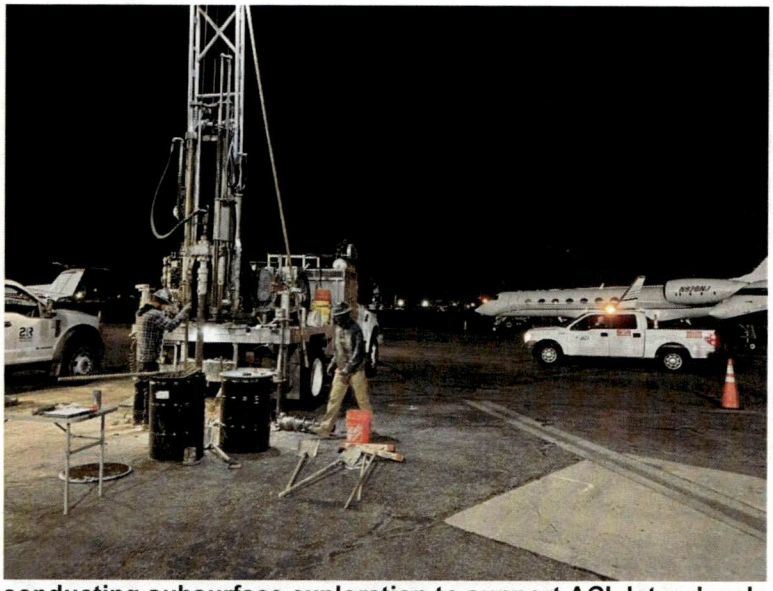


Photo 1: GMU conducting subsurface exploration to support ACI Jet redevelopment at John Wayne Airport.

CONSTRUCTION MATERIALS TESTING, AND SPECIAL INSPECTION

GMU maintains a dedicated team of public works acceptance-testing (AT) technicians specializing in soils/geotechnical, pavement, and plant inspection services. Our certified technicians, inspectors, and laboratory staff are highly experienced and fully equipped to perform the tasks outlined in the RFP's scope of work, in accordance with Caltrans procedures, the City's requirements, and the applicable Quality Assurance Program (QAP). Our construction materials testing laboratory is certified by Caltrans and AASHTO.

Construction materials that we routinely test and/or inspect include:

Construction Materials Testing Capabilities	
• Soil • Aggregates • Concrete • Masonry • Asphalt mixtures and asphalt plant inspection	• Epoxies • Metal • Steel reinforcement • Welds • Coring of asphalt

By deploying multi-certified technicians qualified in geotechnical, pavement, and special inspection, GMU is often able to streamline field operations, including reducing the number of personnel needed on-site and lowering overall project costs. Our cross-disciplined technicians/inspectors are certified by Caltrans, AASHTO, ACI, and ICC.

Our **geotechnical** observation and testing capabilities include:

Geotechnical Observation and Testing	
• Grading observation • Compaction testing • Fill moisture control • Subdrain installation • Removal observations	• Roadway subgrade testing • Trench backfill testing • Mitigation of unsuitable subgrade soil

Our notable **pavement** observation and testing capabilities, conducted by Caltrans-certified technicians, include:

Pavement Observation and Testing	

• Subgrade aggregate base material compaction
• Hot-mix asphalt placement and compaction
• In-place density of hot-mix asphalt, base, and subgrade using a nuclear gauge
• Pavement coring and testing
• Verification of Cement/emulsion content
• Mixing temperatures, time, and uniformity (segregation) checks
• Mix uniformity and adequate mixing
• Aggregate storage and handling condition observations
	• Pavement coring and testing
	• Equipment working order verification
	• Joint construction
	• Equipment calibrations, including scales
	• Batch and/or drum plant inspection and testing, including
	  ○ Sand equivalent (SE)
	  ○ Percentage of crushed particles
	  ○ Fine aggregate specific gravity and absorption (FA SG)
	  ○ Coarse aggregate specific gravity and absorption (CA SG)
	  ○ Los Angeles (LA) abrasion testing
	  ○ Fine aggregate angularity (FAA)

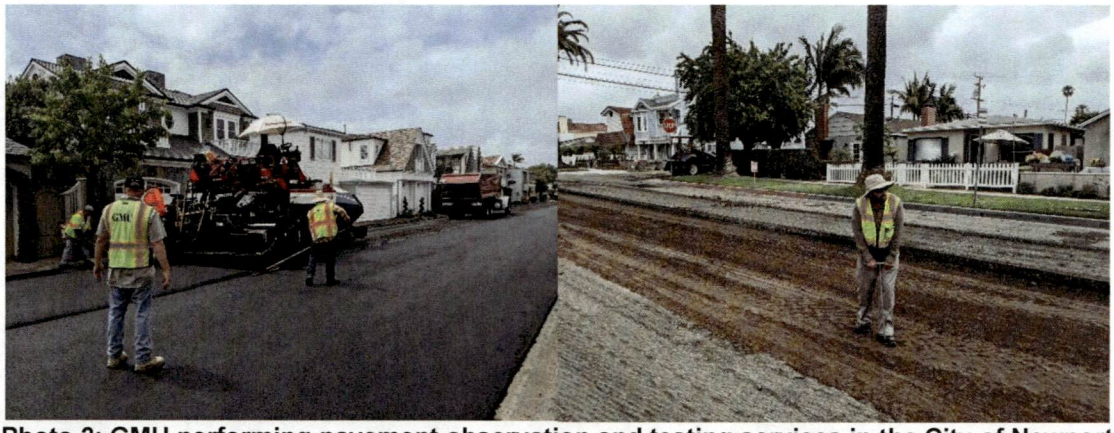


Photo 2: GMU performing pavement observation and testing services in the City of Newport Beach, providing engineering support to address challenging unstable subgrade conditions.

Our **special inspection** capabilities, conducted by ICC-certified inspectors, include:

Special Inspection	
• Concrete placement	• Post-tensioned concrete
• Reinforcing steel and embedded items	• Masonry
	• Drilled-in anchors
• Structural steel erection welding	• Fireproofing
• High-strength bolting	• Non-shrink grout

Review and Approval of Construction Materials Submittals

GMU staff will perform reviews of construction materials submittals as requested.

Multi-certified Technicians

Many of GMU's public works inspectors and technicians are multi-certified as geotechnical engineering technicians, special inspectors, and pavement inspectors, as well as existing Deputy Inspectors with the City of Newport Beach. This cross-certification allows GMU to assign a single qualified technician to perform multiple required inspections, where other firms may need two or three individuals to complete the same scope. The result is greater efficiency, reduced scheduling effort for City staff, and measurable cost savings.

Lab Support/Testing

All GMU field staff are supported by our in-house laboratory, which provides comprehensive soils, rock, pavement, and construction materials testing. Our lab is certified by Caltrans and AASHTO, allowing for full compliance with requirements for state and federally funded projects.

Laboratory test results are reviewed by GMU engineers and provided to the City, including engineering evaluation/support of those test results. Testing and sampling will be performed in accordance with the City's Quality Assurance Plan (QAP). A summary of our laboratory testing capabilities (pavement and soil) is provided in **Appendix B**.

ADDITIONAL SERVICES

GMU offers the following optional services to City clients on an as-needed basis.

Geotechnical Emergency Consulting Services

GMU's professional staff of nine licensed Geotechnical Engineers and Engineering Geologists allows us to respond to emergencies immediately and with both technical expertise and direct experience in the City of Newport Beach. Our emergency response capabilities include:

- 24/7 response to geotechnical emergencies.
- On-site evaluation and consultation.

- Real-time recommendations addressing public safety concerns (i.e., home or structure tagging, slope stability assessments, etc.)

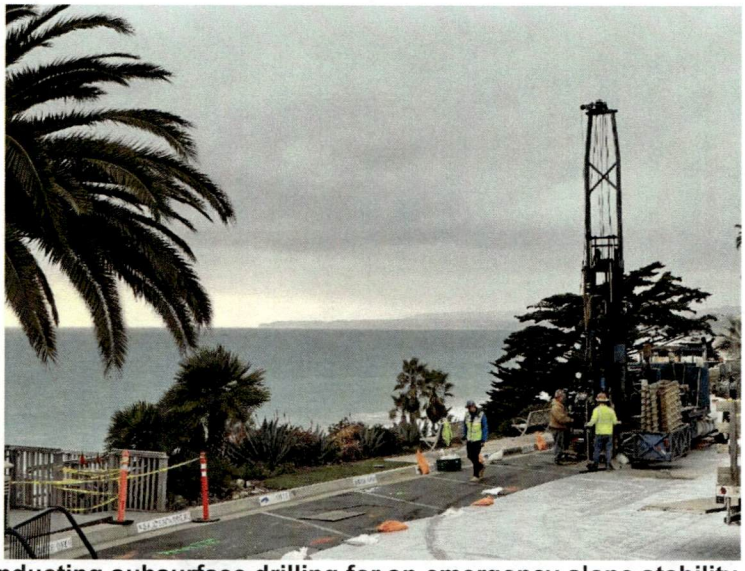


Photo 3: GMU conducting subsurface drilling for an emergency slope stability evaluation in San Clemente, California, along the bluff above the Metrolink rail line.

Geotechnical Forensic/Expert Witness Consulting Services

GMU senior staff has consulted on hundreds of forensic and litigation-related cases involving public agencies and private clients. Greg Silver, GMU's CEO Emeritus and Senior Principal, servces as the primary contact for these services, has represented numerous cities in litigation and claim resolution matters.

Geotechnical Monitoring

GMU has provided comprehensive geotechnical instrumentation and monitoring services on projects throughout Southern California for over two decades. Our experiences include monitoring major landslides, MSE walls, foundations, deep fills, shoring systems/excavations, and embankments.

GMU designs, installs, and monitors geotechnical instrumentation systems and associated databases. GMU is known for the successful design and implementation of in-field sensors read manually, to the monitoring of complex projects in real-time. Our designs have assisted our clients in making informed decisions, reducing costs, and minimizing risks. Types of instrumentation include the following:

Types of Instrumentation

• Deformation Strain
  ○ Inclinometers
  ○ Extensometers
  ○ Settlement Monuments
  ○ Settlement Plates
  ○ Utility Point Markers
  ○ Tiltmeters
  ○ Strain Gauges
  ○ Crack Gauges
• Groundwater
  ○ Monitoring Wells
  ○ Piezometers
• Pressure
  ○ Pressure Cells including:
  ▪ Vibrating Wire
  ▪ Pneumatic
  ▪ Tactile
• Vibration & Sound
  ○ Four-Channel Portable Seismographs with Sound Monitoring
• Video
  ○ Pipe Video

EXHIBIT B
SCHEDULE OF BILLING RATES

ENGINEERS & GEOLOGISTS

2026 SCHEDULE OF CHARGES
CITY OF NEWPORT BEACH

PROFESSIONAL SERVICES

Document Preparation and Project Services	$ 123.00/hour
CAD/GIS Design Engineer	$ 148.00/hour
Staff Engineer or Geologist	$ 192.00/hour
Senior Staff Engineer or Geologist	$ 214.00/hour
Project Engineer or Geologist	$ 240.00/hour
Senior Engineer or Geologist	$ 285.00/hour
Associate Engineer or Geologist	$ 295.00/hour
Principal/Director	$ 320.00/hour

FIELD INSPECTION & TESTING SERVICES

Staff Engineering Technician — $ 120.00/hour*
- Services provided under direct supervision of a Senior Engineering Technician

Senior Engineering Technician — $ 145.00/hour*
- Inspections for soils/grading, asphalt, concrete, batch plants, piles/caissons, etc.
- Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.

Registered Special Inspector (*No 4-hour minimum*) — $ 145.00/hour*
- Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.
- Reinforced concrete, Post-Tension, Masonry, Welding, Bolting, Fireproofing

Instrumentation Engineer — $ 175.00/hour
- Slope inclinometer and Piezometer monitoring
- Manometer for floor-level surveys
- Stormwater turbidity & pH meter
- Groundwater monitoring - pressure transducer, datalogger, water chemistry meter, etc.
- Pipeline video camera for drains, wells, etc.

Engineering Seismological Technician (includes 3-channel seismograph) — $ 175.00/hour
- Blast vibration monitoring
- Construction vibration & noise monitoring (pile driving, drilling, demolition, etc.)

***Notes:**
(1) Rates include vehicle, nuclear density gauge, and equipment for testing, inspection, and sampling.
(2) No 4-hour minimum charges apply, except for night work.
(3) Overtime is charged at 1.5 times the base rate. Overtime is defined as time worked on the project in excess of 8 hours per day and all time on Saturdays, Sundays, and holidays.
(4) Prevailing Wage projects, additional hourly surcharge for Field Personnel per CA Labor Code §1720, et seq. — Add $ 55.00/hour

LABORATORY TESTING SERVICES

Laboratory Testing — $ 150.00/hour
(For special materials testing and laboratory costs on a per-test basis, see GMU's Laboratory Fee Schedule)

OTHER CHARGES

Outside Services	Cost + 15%
Reimbursables & Reprographics	Cost

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California.

   Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate. The policy shall cover liability arising from bodily injury, property damage, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

E. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess/umbrella liability policies are exhausted.

Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers, employees or shall specifically allow Consultant or others providing insurance evidence in

compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess/umbrella liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers, employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

E. Subconsultants. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subconsultants. For CGL coverage subconsultants shall provide coverage with a format at least as broad as CG 20 38 04 13. Limits of liability for General Liability and Professional Liability (Errors & Omissions) in an amount not less than one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000)

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such

insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subconsultants or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subconsultants. For CGL coverage, subconsultants shall provide coverage with a format at least as broad as CG 20 38 04 13.

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

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self- insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

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

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS FOR ON-CALL GEOTECHNICAL AND MATERIALS TESTING SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 10th day of February, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS, a California corporation ("Consultant"), whose address is 5710 Ruffin Road, San Diego, CA 92123, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to perform on-call geotechnical and materials testing services ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on February 9, 2029, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services; and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Five Hundred Thousand Dollars and 00/100 ($500,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Garreth Saiki to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance

of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from

Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 Computer Aided Design and Drafting ("CADD") data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; or (b) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings shall be submitted to City in the version of AutoCAD used by the City in *.dwg* file format, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department.

17.4 All improvement and/or construction plans shall be plotted on standard twenty-four inch (24") by thirty-six inch (36") paper size. Consultant shall provide to City digital 'As-Built' drawings in both AutoCAD and Adobe PDF file format within thirty (30) days after finalization of the Project.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the

Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third

business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Director of Public Works
Public Works Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Garreth Saiki
Ninyo & Moore Geotechnical & Environmental Sciences Consultants
5710 Ruffin Road
San Diego, CA 92123

26. CLAIMS

26.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

26.2 To the extent that Consultant's claim is a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, the Parties agree to follow the dispute resolution process set forth therein. Any part of such "Claim" remaining in dispute after completion of the dispute resolution process provided for in Public Contract Code section 9204 or any successor statute thereto shall be subject to the Government Claims Act requirements requiring Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor/Consultant's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Consultant shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in

default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

28. PREVAILING WAGES

28.1 Pursuant to the applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays and overtime Work for each craft or type of workman needed to execute the Work contemplated under the Contract shall be paid to all workmen employed on the Work to be done according to the Contract by the Contractor and any subcontractor. In accordance with the California Labor Code (Sections 1770 et seq.), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Contract. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774 and requesting one from the Department of Industrial Relations. The Contractor is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Contractor or any subcontractor under him/her to comply with all State of California labor laws, rules and regulations, and the parties agree that the City shall not be liable for any violation thereof.

28.2 If both the Davis-Bacon Act and State of California prevailing wage laws apply and the federal and state prevailing rate of per diem wages differ, Contractor and subcontractor, if any, shall pay the higher of the two rates. Said prevailing rate of per diem wages are on file at the City, Office of the City Clerk, 100 Civic Center Drive, Newport Beach, California 92660, and are available to any interested party on request.

29. STANDARD PROVISIONS

29.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

29.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

29.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

29.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

29.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

29.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

29.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

29.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

29.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

29.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

29.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: 1/8/26

By: Jose Montoya for
Aaron C. Harp 01.08.26 RS
City Attorney

ATTEST:
Date:_____

CITY OF NEWPORT BEACH,
a California municipal corporation
Date:_____

By:_____
Lauren Kleiman
Mayor

CONSULTANT: NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS,
a California corporation
Date:_____

By:_____
Lena Shumway
City Clerk

By:_____
Garreth Saiki
Principal Engineer

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Billing Rates
Exhibit C – Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES

ON-CALL GEOTECHNICAL AND MATERIAL TESTING SCOPE OF SERVICES

Consultant shall provide geotechnical and materials testing services on an on-call basis which includes, but is not limited to, the following:

- Conduct geotechnical observations, field and lab testing for various projects including, but not limited to, above and below ground structures, earthwork and grading, slope stability analysis, gravity and pressure pipelines, and roadway construction.
- Observe and test trench backfill, street subgrade, base material, asphalt concrete (AC), Portland Cement Concrete (PCC), and any other materials.
- Perform compaction testing of various materials, and laboratory testing related to all aspects of geotechnical engineering.
- Perform wet track abrasion testing for slurry seals.
- Prepare geotechnical engineering reports with recommendations such as pavement design and compaction reports, subgrade treatments, and various geotechnical engineering studies.
- Attend field meetings and other geotechnical support services as required.
- Perform field investigations such as pavement coring and boring.
- Collaborate and work with City staff on various projects as assigned.
- Any other service requested by City staff related to this project.

Detailed Scope of Services

Consultant shall provide services in accordance with applicable laws of the State of California, City of Newport Beach requirements, guidelines and ordinances, OSHA Construction Industry Standards, California Code of Regulations, South Coast Air Quality Management District ("SCAQMD") Regulations, Department of Toxics Substance Control ("DTSC"), and other applicable municipal, state, and federal codes. Soils and materials testing shall be performed in accordance with the latest addition of the Standard Specifications for Public Works Construction ("Greenbook"), Caltrans, ASTM, and applicable standard test methods. A specific scope of services will be developed for each task order. The following paragraphs describe the typical scope of services for the services related to this project.

Geotechnical and Materials Testing Services

Soil and materials testing services include, but are not limited to, the following depending on the requirements of each task order assigned:

- Project coordination and client liaison including, but not limited to, scheduling of personnel to provide observation and soils testing services, and meeting attendance. Review of readily available background materials pertaining to the site, including, but not limited to, geotechnical reports, project plans, and specifications.
- Attendance at pre-construction and field meetings as required by the City.
- On-site soil and inspections during construction on an as-requested basis during earthwork construction. Inspection services will be performed in accordance with the applicable building code requirements, project plans, and specifications. Soil and materials testing and inspection services include, but is not limited to, the following:
    - Field observations, documentation, and testing during the site grading and earthwork operations. Services include, but are not limited to, observation and field density testing of compacted fill, including embankment fill, structure and wall backfill, utility trench backfill, subgrade, aggregate subbase, aggregate base, and materials.
    - Field observations and inspections during foundation construction, including, but not limited to, observation of footing excavations, pier drilling, and pile driving as appropriate.
    - Field sampling and in-place density testing to be performed during engineered fill and aggregate base placement. Sampling materials at borrow locations and base material plants shall be performed to evaluate the materials conformance to the project specifications prior to delivery on-site or sampling from on-site stockpiles, as appropriate.
- Laboratory testing on collected soils and aggregate samples to be performed in accordance with the appropriate California Test, AASHTO, and ASTM test methods, and by utilizing Consultant's certified laboratories. Laboratory testing may include, but is not limited to, measurement of the proctor density of the soils to be placed as fill or backfill, conformance testing (including sieve analyses, sand equivalent, R-value, cleanness value and durability tests) on the proposed aggregate subbase, and aggregate base materials. Testing shall be performed at frequencies required by the Caltrans Construction Manual and the project specifications.
- Preparation of daily reports and other memoranda to summarize the field operations and test results. Reports will include the standard information required by the review agencies.
- Preparation of a final report summarizing the results of field and laboratory test results, including the final report on grading and a certification of compliance.

EXHIBIT B
SCHEDULE OF BILLING RATES

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 250
Senior Engineer/Geologist/Environmental Scientist	$ 235
Senior Project Engineer/Geologist/Environmental Scientist	$ 220
Project Engineer/Geologist/Environmental Scientist	$ 210
Senior Staff Engineer/Geologist/Environmental Scientist	$ 200
Staff Engineer/Geologist/Environmental Scientist	$ 180
GIS Analyst	$ 160
Technical Illustrator/CAD Operator	$ 140

Field Staff

Certified Asbestos/Lead Technician	$ 220
Field Operations Manager	$ 150
Nondestructive Examination Technician (UT, MT, LP)	$ 145
Supervisory Technician	$ 140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 144
Senior Technician	$ 144
Technician	$ 139

Administrative Staff

Information Specialist	$ 120
Geotechnical/Environmental/Laboratory Assistant	$ 120
Data Processor	$ 95

Other Charges

Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Field Testing Equipment	$ 12/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 25/hr
Air Sampling Pump	$ 10/hr
Field Vehicle	$ 15/hr
Expert Witness Testimony	$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

Notes

Technicians and special inspectors, are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	$ 170
California Bearing Ratio (CBR), D 1883	$ 550
Chloride and Sulfate Content, CT 417 & CT 422	$ 175
Consolidation, D 2435, CT 219	$ 300
Consolidation, Hydro-Collapse only, D 2435	$ 150
Consolidation – Time Rate, D 2435, CT 219	$ 200
Direct Shear – Remolded, D 3080	$ 350
Direct Shear – Undisturbed, D 3080	$ 300
Durability Index, CT 229	$ 175
Expansion Index, D 4829, IBC 18-3	$ 190
Expansion Potential (Method A), D 4546	$ 170
Geofabric Tensile and Elongation Test, D 4632	$ 200
Hydraulic Conductivity, D 5084	$ 350
Hydrometer Analysis, D 6913, CT 203	$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$ 120
Moisture Only, D 2216, CT 226	$ 35
Moisture and Density, D 2937	$ 45
Permeability, CH, D 2434, CT 220	$ 300
pH and Resistivity, CT 643	$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	$ 220
Proctor Density with Rock Correction D 1557	$ 340
R-value, D 2844, CT 301	$ 375
Sand Equivalent, D 2419, CT 217	$ 125
Sieve Analysis, D 6913, CT 202	$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	$ 100
Specific Gravity, D 854	$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	$ 925
Triaxial Shear, C.D, D 4767, T 297	$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	$ 350
Triaxial Shear, U.U., D 2850	$ 250
Unconfined Compression, D 2166, T 208	$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	$ 70
Brick Compression Test, C 67	$ 55
Brick Efflorescence, C 67	$ 55
Brick Modulus of Rupture, C 67	$ 50
Brick Moisture as received, C 67	$ 45
Brick Saturation Coefficient, C 67	$ 60
Concrete Block Compression Test, 8x8x16, C 140	$ 70
Concrete Block Conformance Package, C 90	$ 500
Concrete Block Linear Shrinkage, C 426	$ 200
Concrete Block Unit Weight and Absorption, C 140	$ 70
Cores, Compression or Shear Bond, CA Code	$ 70
Masonry Grout, 3x3x6 prism compression, C 39	$ 45
Masonry Mortar, 2x2 cube compression, C 109	$ 35
Masonry Prism, half size, compression, C 1019	$ 120
Masonry Prism, Full size, compression, C 1019	$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	$ 135
Fireproofing Density Test, UBC 7-6	$ 90
Hardness Test, Rockwell, A 370	$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	$ 175
Pre-Stress Strand (7 wire), A 416	$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	$ 35
Concrete Mix Design Review, Job Spec	$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	$ 850
Concrete Cores, Compression (excludes sampling), C 42	$ 120
Drying Shrinkage, C 157	$ 400
Flexural Test, C 78	$ 85
Flexural Test, C 293	$ 85
Flexural Test, CT 523	$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$ 275
Lightweight Concrete Fill, Compression, C 495	$ 80
Petrographic Analysis, C 856	$ 2,000
Restrained Expansion of Shrinkage Compensation	$ 450
Splitting Tensile Strength, C 496	$ 100
3x6 Grout, (CLSM), C 39	$ 55
2x2x2 Non-Shrink Grout, C 109	$ 55

ASPHALT

Air Voids, T 269	$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	$ 4,500
Asphalt Mix Design Review, Job Spec	$ 180
Dust Proportioning, CT LP-4	$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	$ 150
Film Stripping, CT 302	$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	$ 225
Marshall Stability, Flow and Unit Weight, T 245	$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	$ 150
Moisture Content, CT 370	$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	$ 1,000
Slurry Wet Track Abrasion, D 3910	$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	$ 4,900
Superpave, Gyratory Unit Wt., T 312	$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	$ 1,000
Unit Weight sample or core, D 2726, CT 308	$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	$ 90
Voids filled with Asphalt, (VFA) CT LP-3	$ 90
Wax Density, D 1188	$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	$ 180
Cleanness Value, CT 227	$ 180
Crushed Particles, CT 205	$ 175
Durability, Coarse or Fine, CT 229	$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	$ 180
Flat and Elongated Particle, D 4791	$ 220
Lightweight Particles, C 123	$ 180
Los Angeles Abrasion, C 131 or C 535	$ 200
Material Finer than No. 200 Sieve by Washing, C 117	$ 90
Organic Impurities, C 40	$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	$ 475
Sand Equivalent, T 176, CT 217	$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	$ 145
Sodium Sulfate Soundness, C 88	$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	$ 250
Roofing Tile Strength Test, (set of 5), C 67	$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California.

      Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate. The policy shall cover liability arising from bodily injury, property damage, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

      Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

E. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess/umbrella liability policies are exhausted.

Consultant shall submit to City, along with a certificate of insurance, additional coverage as stated in Section 4. Other Insurance Requirements.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers, employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its

subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess/umbrella liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers, employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

E. Subconsultants. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subconsultants. For CGL coverage subconsultants shall provide coverage with a format at least as broad as CG 20 38 04 13. Limits of liability for General Liability and Professional Liability (Errors & Omissions) in an amount not less than one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000)

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance

policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subconsultants or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subconsultants. For CGL coverage, subconsultants shall provide coverage with a format at least as broad as CG 20 38 04 13.

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

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self- insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City

shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

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

CITY OF

NEWPORT BEACH

City Council Staff Report

February 10, 2026
Agenda Item No. 10

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Jaime Murillo, Community Development Director - 949-644-3209, jmurillo@newportbeachca.gov
PREPARED BY:	Benjamin M. Zdeba, AICP, Planning Manager - 949-644-3253, bzdeba@newportbeachca.gov
TITLE:	Professional Services Agreements for On-Call Professional Planning Services and Staff Augmentation with Sagecrest Planning and Environmental, Kimley-Horn and Associates, Psomas and Moore Iacofano Goltsman

ABSTRACT:

For the City Council's consideration is a request to approve four new professional services agreements (PSAs) for professional planning services to augment staff and support the Community Development Department (CDD). The City of Newport Beach continues to experience strong private property development activity, which requires the support of qualified consultant services to augment the staffing resources of CDD's Planning Division, especially related to entitlement and permitting. These contract services will provide flexibility to respond to fluctuations in development activity, expanding during periods of growth and contracting during economic slowdowns.

CDD recently conducted a formal Request for Qualifications process to help identify qualified firms to augment. As a result, staff recommends the City enter into three-year PSAs with Sagecrest Planning and Environmental; Kimley-Horn and Associates, Inc.; Psomas; and Moore Iacafono Goltsman (MIG), Inc.

RECOMMENDATIONS:

a) Determine these actions are exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Approve and authorize the Mayor and City Clerk to execute a three-year On-Call Professional Services Agreement with Sagecrest Planning and Environmental for Professional Planning Services and Staff Augmentation with a not-to-exceed amount of $450,000, in a form substantially similar to the agreement attached to the staff report;

c) Approve and authorize the Mayor and City Clerk to execute a three-year On-Call Professional Services Agreement with Kimley-Horn and Associates, Inc., for

Professional Planning Services and Staff Augmentation with a not-to-exceed amount of $300,000, in a form substantially similar to the agreement attached to the staff report;

d) Approve and authorize the Mayor and City Clerk to execute a three-year professional On-Call Professional Services Agreement with Psomas, for Professional Planning Services and Staff Augmentation with a not-to-exceed amount of $300,000, in a form substantially similar to the agreement attached to the staff report; and

e) Approve and authorize the Mayor and City Clerk to execute a three-year On-Call Professional Services Agreement with Moore Iacofono Goltsman, Inc., for Professional Planning Services and Staff Augmentation with a not-to-exceed amount of $300,000, in a form substantially similar to the agreement attached to the staff report.

DISCUSSION:

CDD has experienced an increase in residential development activity because of the City's recently adopted housing overlay, in compliance with State Housing Element law, and continues to see strong development activity for other types of projects. On-call agreements provide the City with the flexibility to adapt to increased workloads and technical services demands during periods of development growth, while also allowing for reductions during economic slowdowns.

In recent years, CDD has regularly relied on external consulting firms to help augment and supplement City staff with providing professional planning services, especially related to entitlement review and permitting. Request for Qualifications (RFQ) No. 25-39 (On-Call Professional Planning Services – Staff Augmentation) was issued to identify a bench of on-call consultants that can provide professional planning services augmenting City staff, on an as-needed basis.

To ensure City staff can continue to offer excellent customer service across all aspects of the planning division's operations, staff propose entering into PSAs with four consulting firms for the upcoming three-year period. As Sagecrest Planning and Environmental currently has contractors working in staff capacity and placed within the top four proposals, City staff propose to enter into a new agreement with the firm for a not-to-exceed amount of $450,000 over a three-year period. Staff also propose to enter into new agreements with the three other highest-qualified proposers for a not-to-exceed amount of $300,000 each over a three-year period. The three firms are Kimley-Horn and Associates, Inc., Psomas, and Moore Iacafono Goltsman (MIG), Inc.

The approach of entering into agreements with multiple consultants will improve CDD's ability to secure necessary resources and maintain service continuity during peak development periods.

Staff's recommendation is based on the quality and clarity of the submitted proposals, the consultants' relevant experience, and the availability of qualified personnel. Table 1

on the next page lists the firms that responded to the RFQ and staff's recommended consultant selections.

Table 1 – Proposer List	
Proposals Not Selected	**Selected for Recommendation**
1. 4Leaf, Inc. 2. Alta Environmental 3. Community Counterpart Services 4. CSG Consultants 5. Evan Brooks Associates 6. FEI Associates Consulting Engineers 7. MGT Impact Solutions, Inc. 8. Precision Civil Engineering 9. RJM Design Group, Inc. 10. SuperbTech, Inc. 11. The Code Group, Inc. 12. Traffic Control Engineering 13. Willdan Engineering	1. Sagecrest Planning and Environmental 2. Kimley-Horn and Associates, Inc. 3. Psomas 4. MIG, Inc.

FISCAL IMPACT:

The total cost for the four consulting firms to be used on an "as-needed" basis is not to exceed $1,350,000 over three years. The current adopted budget includes sufficient funding for this request. It will be expensed to the Planning Professional Services account in the Community Development Department, 01050501-811008.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find these actions are not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENTS:

Attachment A - Professional Services Agreement with Sagecrest Planning and Environmental
Attachment B - Professional Services Agreement with Kimley-Horn and Associates, Inc.
Attachment C - Professional Services Agreement with Psomas

Attachment D - Professional Services Agreement with MIG, Inc.

Attachment A

Professional Services Agreement with Sagecrest Planning and Environmental

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH SAGECREST PLANNING AND ENVIRONMENTAL FOR PLANNING PROFESSIONAL SERVICES AND STAFF AUGMENTATION

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 10th day of February, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and SAGECREST PLANNING AND ENVIRONMENTAL, a California corporation ("Consultant"), whose address is 27128 Paseo Espada, Suite 1524, San Juan Capistrano, CA 92675, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to provide planning professional services and staff augmentation ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on February 9, 2029, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services; and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Four Hundred Fifty Thousand Dollars and 00/100 ($450,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person

who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Amy Vazquez to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Community Development Department. City's Planning Manager or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Consultant's presence or activities conducted on the Project (including the negligent, reckless, and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants,

subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them), and/or if it is subsequently determined that an employee of Consultant is not an independent contractor.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

10. INDEPENDENT CONTRACTOR

10.1 It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

10.2 Consultant agrees and acknowledges that no individual performing Services or Work pursuant to this Agreement shall: work full-time for more than six (6) months; work regular part-time service of at least an average of twenty (20) hours per week for one year or longer; work nine hundred sixty (960) hours in any fiscal year; or already be a CalPERS member.

10.3 Consultant must submit to and pass a criminal background investigation by providing a complete set of fingerprints to City prior to commencing or performing Services or Work. Consultant is required to submit any fees for the criminal background investigation according to the City's most current administrative fee schedule or successor document. Fingerprints may be required to be updated every five (5) years.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant

under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Planning Manager
Community Development Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Amy Vazquez
Sagecrest Planning and Environmental
27128 Paseo Espada, Suite 1524
San Juan Capistrano, CA 92675

26. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.).*

27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and

thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

28. STANDARD PROVISIONS

28.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

28.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

28.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

28.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

28.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

28.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

28.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

28.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

28.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: 1/27/2026

By: _____
Aaron C. Harp
City Attorney

ATTEST:
Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation
Date: _____

By: _____
Lauren Kleiman
Mayor

CONSULTANT: Sagecrest Planning and Environmental, a California corporation
Date: _____

By: _____
Amy Vazquez
Chief Executive Officer, Chief Financial Officer, and Secretary

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Billing Rates
Exhibit C – Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

SAGECREST
PLANNING + ENVIRONMENTAL

APPROACH/UNDERSTANDING OF SERVICE(S) TO BE PROVIDED

Consultant shall provide the highest quality of a variety of services to the City, including but not limited to the following:

- Provide entitlement processing services for development applications and management of City-initiated projects that may require general plan amendments, specific plans, reclassifications, Conditional Use Permits, subdivision maps, variances, design review, annexations, and other discretionary and administrative actions. Guide the applicant through the entitlement process, timelines, technical studies, interdepartmental comments, revisions to the application, and the review and approval process. Utilize the City's historical files, Geographic Information Systems, permit tracking software, and zoning code to respond to inquiries at the public counter and to research entitlements.

- Consultant shall be well versed in current environmental law and preparing California Environmental Quality Act (CEQA) documents for discretionary projects or City-initiated plans and programs. Prepare streamlining checklists, Initial Studies, (Mitigated) Negative Declarations, EIRs, Mitigation Monitoring and Reporting Programs, and all required CEQA notices. Manage CEQA consultant teams. Consultant has peer reviewed and commented on numerous CEQA documents from outside agencies to ensure the City's comments and concerns are represented. Prepare legally sound environmental documents in compliance with CEQA for City projects including Notice of Exemptions, Negative Declarations, Mitigated Negative Declarations, and Environmental Impact Reports.

- Entitlement case processing entailing of routing plans to various City departments, consolidating comments, resolving internal inconsistencies, and presenting recommendations and revisions to the applicant.

- Once an application is deemed complete, Consultant shall write clear, concise, and accurate staff reports and manage the Project through public outreach, reviews and approvals by staff, Zoning Administrator, Planning Commission, any other required approval body, and the City Council.

- Provide communication and customer service with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments. Learn frequently asked questions (i.e. business license, special events, building inspection requests, etc.) and provide "one-stop shopping" at the City's public counter.

- Prepare timely, clear, concise and accurate public notices. Additionally, prepare publications for the newspaper, posting on and/or near the Project site, and mail notices to interested parties who may be affected by a proposed action.

- Prepare Comprehensive Zoning Code Updates and Targeted Zoning Code Updates including drafting code language to bring several cites density bonus ordinances into compliance with State Law, establishing approval processes for density bonus applications, and creating handouts with density bonus regulation guidelines to be utilized by City staff and the public. Prepare an analysis of options for in-fill housing development and prepared the ordinances to amend the municipal codes to implement in-fill housing development standards.

- Manage and prepare general plan amendments. This includes managing a comprehensive General Plan update, a Housing Element Update with Public Engagement Program, Environmental Justice Element and Economic Development Element. Prepare updates to a Land Use Element and Military Sustainability Element updates. Assist in drafting the RFP, interview Consultants, recruit the General Plan Advisory Group members, serve as the staff liaison, collect data for the Consultant team, attend all outreach events, review all deliverables, and prepare staff reports and resolutions for plan adoption as needed. Additionally, recognize when projects funded by grants require careful time and budget tracking.

- Prepare an analysis of fractional housing and how jurisdictions are addressing impacts. Prepare the staff report and ordinance to amend the code. Participate in the Planning Commission and/or City Council workshops and public hearings for the adoption of this ordinance.

- Provide solid presentation skills and present entitlement applications and reports to City council, commissions, zoning administrators, and community groups. Take complex issues and present them clearly and concisely. Work with stakeholders to communicate the direction of the City early in the process, provide understanding of the City's goals, and how to be a part of the ultimate solution.

- Proactively manage the caseload to ensure that all projects stay on schedule and in accordance with the City's adopted timelines. Coordinate with various City departments for comments and ensure good communication and responsiveness is maintained throughout the life of each project.

- Provide proper records management and organization. Understand the importance of maintaining the public record, proper publications, filing, indexing, and safekeeping of all proceedings of the Planning Commission and City Council. We work closely with the City Clerk to ensure the public record is kept permanently and is set up for efficient retrieval.

- Plan checking is completed in accordance with conditions of approval associated with each discretionary approval and applicable codes, ordinances and standards adopted by the City.

- Provide counter staffing at City Hall for general public, residents, and permit applicants. Tasks may include, but are not limited to, high quality customer service and responsiveness, answer basic planning and zoning questions over the counter, via phone, and/or email, review and approve over the counter permits, general inquiries, and conduct follow-up research as needed.

EXHIBIT B
SCHEDULE OF BILLING RATES

COST PROPOSAL

Billing for On-Call Professional Planning Services will be based on the time and materials needed to perform such services. Sagecrest will perform planning services based on the following breakdown of classification of hourly rates for key personnel as identified below:

Professional Planning Services

Position	Hourly Rate
President	$250.00
Vice President/Planning Director	$230.00
Principal/Planning Manager	$220.00
Senior Project Manager/Principal Planner	$180.00
Senior Planner	$160.00
Project Manager/Associate Planner	$140.00
Assistant Planner	$120.00
Planning Aide	$100.00
Minutes Clerk/Planning Administration	$80.00

Reimbursable Expenses

Expenses incurred will be billed at actual costs plus hourly rate, if applicable. Reimbursable expenses include, but are not limited to, reprographics, postage, certified mailings, office supplies such as flash drives, and application filing fees. Approval for necessary expenditures will be requested in advance from the City's designated Contract Officer.

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

   Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

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

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

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

Attachment B

Professional Services Agreement with Kimley-Horn and Associates, Inc.

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL PLANNING SERVICES AND STAFF AUGMENTATION

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 10th day of February, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation ("Consultant"), whose address is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to provide professional planning services and staff augmentation ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on February 9, 2029, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services; and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Three Hundred Thousand Dollars and 00/100 ($300,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person

who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Surabhi Barbhaya to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Community Development Department. City's Planning Manager or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Consultant's presence or activities conducted on the Project that to the extent are caused by the negligent, reckless, and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees,

vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them, and/or if it is subsequently determined that an employee of Consultant is not an independent contractor.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

10. INDEPENDENT CONTRACTOR

10.1 It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

10.2 Consultant agrees and acknowledges that no individual performing Services or Work pursuant to this Agreement shall: work full-time for more than six (6) months; work regular part-time service of at least an average of twenty (20) hours per week for one year or longer; work nine hundred sixty (960) hours in any fiscal year; or already be a CalPERS member.

10.3 Consultant must submit to and pass a criminal background investigation by providing a complete set of fingerprints to City prior to commencing or performing Services or Work. Consultant is required to submit any fees for the criminal background investigation according to the City's most current administrative fee schedule or successor document. Fingerprints may be required to be updated every five (5) years.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant

under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Benjamin Zdeba
Community Development Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Surabhi Barbhaya
Kimley-Horn and Associates, Inc.
1100 W Town and Country Road, Suite 700
Orange, CA 92868

26. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.).*

27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and

thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

28. STANDARD PROVISIONS

28.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

28.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

28.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

28.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

28.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

28.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

28.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

28.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

28.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: 1/29/26

By: Jose Montoya for
Aaron C. Harp 1.29.26 RJ
City Attorney

ATTEST:
Date:_____

By:_____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation
Date:_____

By:_____
Lauren Kleiman
Mayor

CONSULTANT: Kimley-Horn and Associates, Inc., a North Carolina corporation
Date:_____

By:_____
Jason Marechal
Vice President

Date:_____

By:_____
Jason Melchor
Assistant Secretary

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Billing Rates
Exhibit C – Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

Approach/Understanding of Service(s) to Be Provided

Understanding

The City of Newport Beach is seeking to establish a flexible, reliable, and highly qualified bench of consultants to provide on-call professional planning services and staff augmentation for its Community Development Department. The City is looking for consultants with a strong command of a broad range of planning tasks—including the review of discretionary planning applications, preparation of CEQA documentation, staff reports, and public notices as well as community engagement and participation in public hearings. A primary objective is to enable the City to respond swiftly to fluctuating workloads while upholding the high standards of quality, timeliness, and professionalism that define its planning services.

Kimley-Horn brings a proven track record of working with the City on a variety of projects, including the recent Housing Element update and multiple CEQA assignments. Our team has a deep understanding of the City's municipal code, discretionary review procedures, and permitting processes. We are well-versed in the complexity of processing applications in a jurisdiction with layered zoning districts, coastal regulations, and a highly engaged community. Our planners have successfully prepared and presented staff reports to Planning Commissions and City Councils and are adept at navigating community sensitivities and multi-agency coordination—including with the California Coastal Commission, the John Wayne Airport Land Use Commission (ALUC), and Caltrans.

We regularly prepare categorical exemptions, initial studies, and technical analyses that reflect both CEQA requirements and local policy objectives. Our team is currently providing discretionary application review services for the Cities of Fairfield and Seaside as well as the County of San Bernardino. Many of our planners work on both public and private projects, allowing them to seamlessly transition between entitlement package preparation and review of civil, utility, landscape, and traffic plans. This includes drafting specific plans, preparing application materials, and evaluating consistency with General Plans. Our staff also routinely develops site investigation reports and conducts detailed municipal code reviews as part of development feasibility assessments.

The City is also seeking support for long-range and policy planning efforts, including technical documentation for the General Plan and Housing Element, municipal code updates—particularly those related to Coastal Act compliance—and the development of best practice manuals and other policy tools. Our team has deep expertise in this area. **Surabhi Barbhaya** has led and authored General Plans, Specific Plans, Zoning Codes, and Objective Design Standards, and brings strong knowledge of emerging legislation and implementation best practices. **Elizabeth Cobb** and **Denise Truong** bring valuable experience in coastal permitting, with Denise having previously served in the California Coastal Commission's permitting division. **Cassie Bretschger** adds to the team's capabilities with her experience on airport-adjacent projects and familiarity with ALUC regulations and processes.

Ultimately, the City is seeking planning partners who can work independently, understand both local and state regulatory frameworks, and contribute meaningfully to the implementation of the City's General Plan, Zoning Code, and Coastal Program. Kimley-Horn's collaborative approach and broad expertise allow us to quickly mobilize, scale our team to meet changing needs, and maintain a consistently high level of responsiveness and service quality.

Approach to On-Call Contracts

Our on-call approach is customized to meet the unique needs of each assignment. We assign dedicated task order managers to ensure timely execution and the right expertise for both simple and complex tasks. Kimley-Horn's "castaheads" system optimizes resource allocation, confirming that projects are staffed efficiently, delivered on time, and within budget.

Key Elements of our Service

- ***Rapid Mobilization:*** We quickly identify the right personnel and subconsultants, leveraging in-house experts to provide timely, high-quality technical analyses
- ***Ongoing Communication:*** We prioritize continuous collaboration, addressing challenges and ensuring the production of clear, legally defensible planning and environmental reports
- ***Senior-Level Commitment:*** Our senior management maintains close coordination with the City, confirming technical accuracy and monitoring budget and schedule

- ***Responsiveness to Stakeholders:*** We engage with agencies, regulatory bodies, and the public throughout the project to address concerns
- ***Flexibility and Adaptability:*** Our approach is tailored to each project, adjusting as needed for optimal outcomes

From the start, we work closely with the City to understand its goals, review available information, and visit the project site to identify constraints. This allows us to create a clear, detailed scope of work, minimizing engineering changes and costly surprises.

Key Service Elements

Timely Execution

In completing our scope of work, we will focus on the timely execution of our duties and follow the project from conception through project approval. We will accomplish this through effective communication and use of our available and experienced staff. The assigned project manager will inform City staff of work status on a bi-weekly basis through phone conversations, email dialogue, formal project status reports, and regularly scheduled meetings. Our proposed staff were carefully selected for their experience and proven ability to work as a team. They are committed as the primary contributors to the work.

Advanced Notice Requirements

We understand the nature of being on-call for our clients requires us to be responsive within certain timeframes. When project scope and fees are requested, we anticipate our response time to be between 48 hours and one week to prepare the scope and fee, depending on the complexity of the project at hand. We will respond to phone calls and emails within the same day of receipt, but no longer than 24 hours. When tasks are received, we will coordinate with the City's project manager and determine an appropriate schedule on a project-by-project basis that is in line with the City's goals and expectations.

Effective Communication

Communication between our design team and the City is critical to thoroughly understanding your vision and implementing the innovative and cost-effective solutions that our team is known for. Our previous experience has taught us adherence to demanding schedules and the importance of communication. Effective communication begins with listening to the City's ideas, concerns, and goals for each project. Making certain that our team and your staff are on the same page throughout the course of the project will help avoid or mitigate potential problems or issues that might arise.

Schedule and Budget Control

Nationally, Kimley-Horn's repeat client base accounts for more than 90% of our work. This high level of repeat clients attests to our ability to provide our services within project budgets and schedules as well as our ability to provide a consistently high-quality work product. From our understanding of your on-call services and our experience providing on-call services for other local cities, we have developed an approach to each project we are assigned to, which typically involves significant stakeholder input throughout the project life cycle. Each project is managed in such a way that schedule and budget are at the forefront, to make sure deadlines are observed throughout. We provide progress reports and updates at appropriate intervals such that the client is informed of project progress throughout the project.

In addition, face-to-face meetings, phone calls, and email communication are done on a regular basis as additional methods to keep everyone informed and on the same page.

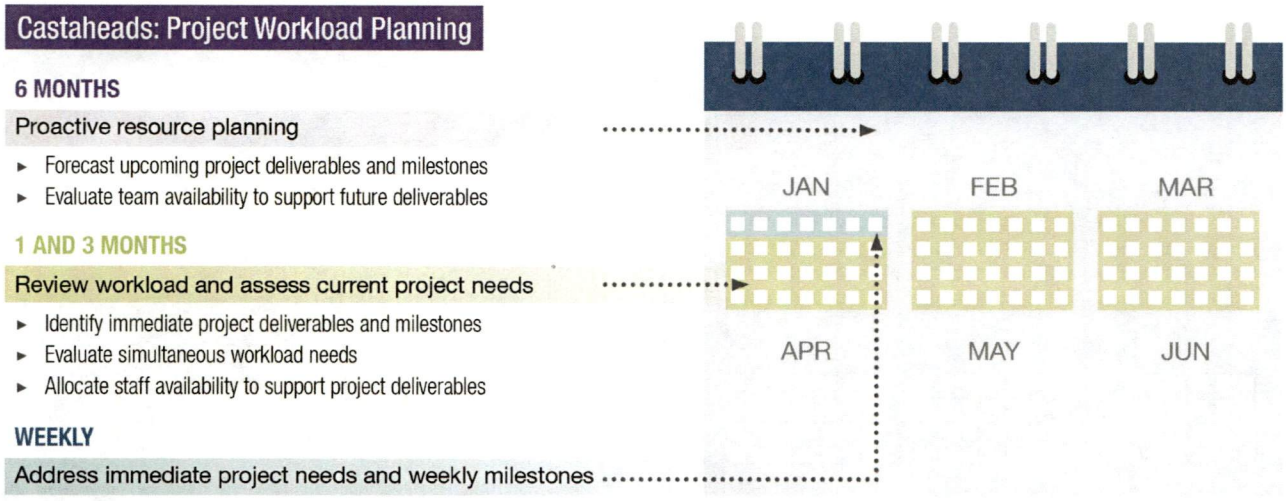
Schedule

Critical elements in maintaining a schedule include a clear definition of the team members' responsibilities and frequent communication relative to achieving goals. This begins with the preparation of a detailed schedule that includes milestone completion dates for specific tasks and the overall project. We will develop for your project, as we do for every project, a work plan that allocates commitments by individuals for each task.

Twice monthly, our system generates a Project Effort Report showing effort expended by task. This internal control allows us to make any adjustments that may be necessary to maintain schedule and stay within budget. To meet schedule and minimize down time, we utilize projections of staffing needs weekly, monthly, and every six months to verify we have the resources in place to meet the City's needs.

Staff Availability

Kimley-Horn employs a firmwide workload forecasting system—weekly, monthly, and six-month—to manage staff availability and resource allocation for successful project delivery. Our "castaheads" system tracks project milestones and staff commitments, enabling proactive workload management. This tool has been effectively used in local projects, allowing us to anticipate and address resource needs well in advance. Once the project gets underway, our project manager Surabhi Barbhaya, AICP, LEED AP and our proposed task leads will conduct weekly check-ins to maintain proper resource allocation. Additionally, we can mobilize Kimley-Horn's 8,400+ professionals as needed to support the City's needs.



Cost Control

We will stay on top of the project task budgets by tracking them on a percent-complete basis to measure performance during each accounting report period (semi-monthly). All of our staff have access to project financials and reports, including our analysts. This allows all staff to be aware of the number of hours spent compared to hours available. Our project managers are hands-on and on top of day-to-day operations and activities completed.

Quality Control/Quality Assurance (QC/QA)

At Kimley-Horn, quality is integral to every project phase, from planning to operations. We measure success by client satisfaction, quality deliverables, and timely project completion within budget. Our firm-wide QC/QA policies are implemented on all projects, providing high standards through:

- **Structure:** A project manager, technical managers, and a QC/QA manager ensure quality at all stages
- **Procedures:** Documents undergo intra-disciplinary checks, including initial reviews, feedback, and final verification by a checker
- **Inter-Disciplinary Reviews:** Coordination between disciplines occurs throughout the project and before key submittals
- **Quality Assurance Audit:** The QC/QA manager conducts an audit before document submission
- **Deliverables and Document Control:** The project manager oversees submission of documents after the QC/QA audit and at key milestones
- **Corrective Action:** Any nonconforming work identified after the QC/QA process will be corrected promptly

This approach is successfully implemented in our local public contracts.

Contract Management

Contract manager **Surabhi Barbhaya, AICP, LEED AP**, has extensive experience across a wide range of projects. She brings a deep understanding of the specialized services these projects demand, allowing her to assemble highly effective and efficient teams tailored to each task order. Upon notice to proceed, Surabhi will assign the appropriate staff to accomplish the task within the agreed timeframe. She can leverage resources from multiple disciplines to complete assignments of any size or complexity—whether it is a relatively minor project requiring a few staff members, or a more complex one needing extensive coordination with various experts and subconsultants.

Our team is dedicated to delivering exceptional service to our clients, and we understand that each project has unique requirements. This flexible approach allows us to develop tailored work plans and respond quickly to changing project needs. Whether adapting to unforeseen challenges or deploying additional in-house resources, we make sure that our team remains responsive and efficient, fostering a collaborative, team-oriented approach to every on-call assignment.

EXHIBIT B
SCHEDULE OF BILLING RATES

Kimley»Horn

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst	$145 - $210
Professional	$195 - $275
Senior Professional I	$255 - $340
Senior Professional II	$325 - $375
Senior Technical Support	$155 - $280
Support Staff	$110 - $160
Technical Support	$125 - $190

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Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost. Mileage will be billed at the Federal Rate.

Sub-Consultants will be billed per the Contract.

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

      Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

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

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

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

Attachment C

Professional Services Agreement with Psomas

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH PSOMAS FOR PROFESSIONAL PLANNING SERVICES – STAFF AUGMENTATION

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 10th day of February, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and PSOMAS, a California corporation ("Consultant"), whose address is 865 S. Figueroa Street, Suite 3200, Los Angeles, CA 90017, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to provide on-call professional planning services – staff augmentation ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on February 9, 2029, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services; and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Three Hundred Thousand Dollars and 00/100 ($300,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person

who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Rose Fistrovic to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Community Development Department. City's Planning Manager or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Consultant's presence or activities conducted on the Project (including the negligent, reckless, and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants,

subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them), and/or if it is subsequently determined that an employee of Consultant is not an independent contractor.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

10. INDEPENDENT CONTRACTOR

10.1 It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

10.2 Consultant agrees and acknowledges that no individual performing Services or Work pursuant to this Agreement shall: work full-time for more than six (6) months; work regular part-time service of at least an average of twenty (20) hours per week for one year or longer; work nine hundred sixty (960) hours in any fiscal year; or already be a CalPERS member.

10.3 Consultant must submit to and pass a criminal background investigation by providing a complete set of fingerprints to City prior to commencing or performing Services or Work. Consultant is required to submit any fees for the criminal background investigation according to the City's most current administrative fee schedule or successor document. Fingerprints may be required to be updated every five (5) years.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant

under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Planning Manager
Community Development Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Rose Fistrovic
PSOMAS
865 S. Figueroa Street, Suite 3200
Los Angeles, CA 90017

26. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.).*

27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and

thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

28. STANDARD PROVISIONS

28.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

28.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

28.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

28.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

28.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

28.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

28.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

28.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

28.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: 1/27/2026

By: _____
Aaron C. Harp
City Attorney

1.27.26 AF

ATTEST:
Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation
Date: _____

By: _____
Lauren Kleiman
Mayor

CONSULTANT: PSOMAS, a California corporation
Date: _____

By: _____
Rose Fistrovic
Vice President

Date: _____

By: _____
Chad Wilson
Secretary

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Billing Rates
Exhibit C – Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

4 Approach and Understanding

Project Approach

Psomas' current team of professionals offers decades of professional expertise throughout Southern California cities, representing public and private clients in various jurisdictions, managing planning complex projects, processing and understanding all types of entitlements and permits, developing and implementing strategic long-range planning, project advocacy, scheduling and cost estimating, negotiating agency exaction, and presenting projects with challenging political issues to community stakeholders and public bodies.

As experienced land-use planners, we are experts in developing and leading cohesive, effective, multi-disciplinary teams.

As experienced land use planners, urban designers, and community outreach professionals, Psomas is committed to fostering trust-based client relationships that will last well beyond any single project. Building upon the notion of this relationship is establishing a line of communication that facilitates data sharing, project information updates, and schedule and cost maintenance. We will rely on the expertise and knowledge of the City staff as much as they will rely on our capabilities to provide the design land use and planning services. In light of this approach, Psomas envisions a synergistic working relationship with the City that would enable the process to progress efficiently, while facilitating the exchange of ideas; knowledge gathering; transfer of information; and partnering on the common objectives on-schedule and within budget.

Technical Approach

Whenever Psomas approaches a new project or community, we strive to educate ourselves on the community's established vision, goals, and priorities. Our ultimate goal is to be an extension of the City staff and provide worry-free service to your project management. Psomas will complete each of the responsibilities identified in the scope of services using the following approach:

Leadership

Rose Fistrovic leads Psomas' Planning and Land use Entitlements team and will be the principal in charge of the contract for the City. She has over 38 years of experience in land development. Supporting Rose and acting as a daily point of contact is Paul Garry, who is a Senior Project Manager and Urban Planner with over 35 years of experience. Rose and Paul have a breadth of experience ranging from small- to large-scale projects for public and private sector clients alike.

Locally Based Expertise and Skill Sets

In practical terms, the Psomas will range from Planner I to Senior Project Manager. This will allow both the City and Psomas to assign the most suitable staff member based on the complexity of the task, thereby saving time and budget allocation. Our team contributes a wealth of expertise and diverse perspectives to bolster the City's mission and program strategies. This includes hands-on experience in applying and analyzing zoning codes and entitlements, interpreting and executing new legislation, and implementing best practices and research related to housing policies and equity. We acknowledge that the City's planning priorities may evolve due to market dynamics, legislative changes, grants, and local initiatives. As such, we'll collaborate directly with the City's leadership to reassess project priorities and adjust the implementation schedule as necessary.

Listening

For 79 years, Psomas has built its reputation by making sure our clients are satisfied with our services. Beyond providing quality of work product, we are committed to a more comprehensive definition of customer service.

To this end, Psomas' approach emphasizes listening to the client and hearing your needs. We will converse with the City's Project Manager(s) to determine the precise nature and goals of the assignment requested. We will obtain critical information such as the expected budget, expected schedule, and any special considerations.

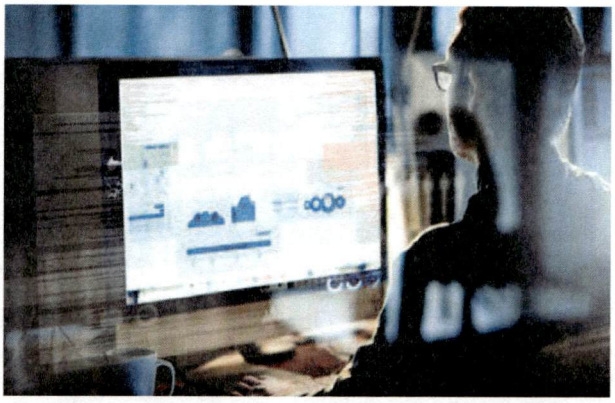
Formulating

For this as-needed contract, Psomas will meet with the City's Project Manager(s) to assess the assignments' technical requirements. We will confirm that the scope of services aligns with client expectations and will develop detailed scope of work and work plans, as appropriate.

After establishing the project goals and deliverables, we will formalize the definition, which will be confirmed with the Project Manager and documented in a proposal to the City.

Communicating

We maintain open lines of communication with our clients to report progress, identify problems, assign priorities, receive feedback, and document progress. From project start-up through close-out, we focus on communication, making sure actions are taken promptly.



While we listen, solicit feedback, and adapt ourselves to each client's unique needs and goals, our communication includes the following baseline of features:

- Develop project scope, schedule and work plan. This includes scheduled kick-off meetings and site visit(s) with the City's leadership and Project Managers
- Meet with the City's internal team, as determined by the project schedule
- Facilitate, participate, and document meetings with the Client and all team members
- Review progress scope of work
- Take minutes of all project-related meetings
- Provide written monthly status reports and in-person briefings, as desired by the City

- Provide detailed monthly invoices broken down by task, staff hours, and hourly rates
- Recommend ways to reduce cost

Cost Control

Psomas successfully manages the cost control of a project with our prospective communication and a thorough financial management plan. Our financial management plan includes:

- Complete billings records
- Accurate cost estimates
- Budget status
- Personnel utilization reports broken out by task and employee

The utilization reports are produced weekly using financial management software. The Psomas Project-at-a-Glance proprietary accounting system is linked with our intranet to facilitate information-sharing and provide up-to-date project information. This information offers daily financial updates to the task managers. Project-at-a-Glance provides the management and accounting staff with a detailed account of each project and task. It breaks down the budget, hours worked, individual employee hours, and project cost.

Staffing and Resources Management Plan

The Psomas team is available to work on the City's projects in accordance with an agreed-upon project schedule. Our team has the immediate capacity to provide sufficient staff on any project as framed within the RFQ.

EXHIBIT B
SCHEDULE OF BILLING RATES

Cost Proposal

Hourly Rate/Fee Schedule

Included are the hourly rates for personnel and the costs of any reimbursables. The rates submitted with this proposal will be valid until 12/31/2026.

Planning, Entitlements, and Urban Design Team	
Title	***Hourly Rate***
Principal-In-Charge	$280
Senior Planning Project Manager	$275
Senior Planner / Assistant Project Manager	$195
Planner III	$165
Planner I	$145
Project Assistant-Administrative Assistant	$120
Environmental Services	
Title	***Hourly Rate***
Principal-in-Charge	$260
Project Manager	$195
Cultural Specialist	$195
Environmental Planner/GIS	$135
Archaeologist/Paleontologist	$120
Word Processor	$130

Reimbursables

Mileage at current IRS allowable rate and parking expenses incurred by office employees are charged at cost. Prints, plots, postage and messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus 10 percent. The services of outside consultants will be charged at cost plus 15 percent. All costs for outside consultants must have written approval from the City prior to being incurred.

The above rate schedule is for straight time. Overtime will be charged at 135 percent of the standard hourly rates. Work performed on Sundays and holidays will be charged at 170 percent of the standard hourly rates. All costs for overtime and work performed on Sundays and holidays must have written approval from the City prior to being incurred.

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

      Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

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

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

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

Attachment D

Professional Services Agreement with MIG, Inc.

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH MOORE IACOFANO GOLTSMAN, INCORPORATED FOR PROFESSIONAL PLANNING SERVICES AND STAFF AUGMENTATION

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 10th day of February, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and MOORE IACOFANO GOLTSMAN, INCORPORATED, a California corporation ("Consultant"), whose address is 800 Hearst Avenue, Berkeley, CA 94710, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to provide professional planning services and staff augmentation ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on February 9, 2029, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services; and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Three Hundred Thousand Dollars and 00/100 ($300,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person

who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Deborah Drasler to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Community Development Department. City's Planning Manager or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Consultant's presence or activities conducted on the Project (including the negligent, reckless, and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees,

vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them), and/or if it is subsequently determined that an employee of Consultant is not an independent contractor.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

10. INDEPENDENT CONTRACTOR

10.1 It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

10.2 Consultant agrees and acknowledges that no individual performing Services or Work pursuant to this Agreement shall: work full-time for more than six (6) months; work regular part-time service of at least an average of twenty (20) hours per week for one year or longer; work nine hundred sixty (960) hours in any fiscal year; or already be a CalPERS member.

10.3 Consultant must submit to and pass a criminal background investigation by providing a complete set of fingerprints to City prior to commencing or performing Services or Work. Consultant is required to submit any fees for the criminal background investigation according to the City's most current administrative fee schedule or successor document. Fingerprints may be required to be updated every five (5) years.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant

under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Planning Manager
Community Development Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Daniel Iacofano
Moore Iacofano Goltsman, Incorporated
800 Hearst Avenue
Berkeley, CA 94710

26. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.).*

27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and

thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

28. STANDARD PROVISIONS

28.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

28.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

28.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

28.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

28.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

28.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

28.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

28.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

28.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: 1/30/26

By: Jose Montoya for
Aaron C. Harp
City Attorney
1.30.26 AF

ATTEST:
Date:_____

By:_____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation
Date:_____

By:_____
Lauren Kleiman
Mayor

CONSULTANT: MOORE IACOFANO GOLTSMAN, INCORPORATED,
a California corporation
Date:_____

By:_____
Daniel Iacofano
Chief Executive Officer and
Chief Financial Officer

Date:_____

By:_____
Roxanne Evanoff
Secretary

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Billing Rates
Exhibit C – Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

Scope of Work

DESCRIPTION OF WORK TO BE PERFORMED

Consultant shall provide on-call professional and specialized consulting services to assist the City on an as-needed basis. Services shall comply with all applicable laws, including federal, State, and local, as well as City policies.

Consultant shall deliver all requested work efforts that support City and its work program, including, but not limited to, the following:

- Review, analyze, and process discretionary cases consistent with City codes, policies, and standards, including researching previous or related cases using City's electronic and paper files.
- Prepare simple environmental analyses, including, but not limited to, categorical exemptions and statutory exemptions in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines.
- Route plans to relevant City departments, consolidate feedback, and provide recommendations and revisions to the applicant. When necessary, communicate with departments to confirm consistency and intent.
- Maintain communication with applicants, property owners, homeowner associations, and other interested parties. This includes responding to inquiries about projects from residents and applicants.
- Prepare notices for public meetings and hearings in accordance with City and State requirements.
- Prepare technical documents related to the General Plan and/or Housing Element's implementation.
- Prepare other planning-related documents, such as a best management practices manual for a specified planning issue.
- Assess best practices and provide recommendations on necessary updates to the City's municipal code related to planning and zoning matters, inclusive of those pertinent to the Coastal Act and its implementation.
- Prepare and submit application packages to outside agencies, including but not limited to, the John Wayne Airport Land Use Commission (ALUC) and the California Coastal Commission (CCC). This may include providing support and technical evaluation recommendations throughout the process, from application to action.
- Attend community meetings and public hearings, as required, and present reports to City's various Boards, Commissions, Committees, and Council when requested.
- Manage Project schedules in accordance with City's adopted timelines and required streamlining procedures for timely completion.
- Open, maintain, and close out electronic and paper files.

» Review grading and building plans for consistency with the City's municipal code and with any applicable discretionary approvals and environmental mitigation.

» Staff City's public counter in the Permit Center to provide planning and zoning information to customers as needed.

OBJECTIVES TO BE ACCOMPLISHED

Consultant shall seamlessly integrate with the Community Development Department to deliver responsive and efficient support that upholds the City's commitment to excellence in community planning, design, and public service.

Consultant shall prepare timely, high-quality work that meets the City's needs while maintaining clear communication and outstanding customer service.

PROJECT MANAGEMENT

Consultant's Project Manager and/or Principal-in-Charge shall review all materials prior to submitting them to the City, providing comments to subconsultants as needed using Consultant's established Quality Assurance/Quality Control (QA/QC) process for technical accuracy. Only after completing that process will the work products be submitted for City review. Consultant's Project Manager shall coordinate communications with City staff to confirm deliverables meet expectations.

Consultant's project management procedures include assigning appropriate staff, careful scoping, engagement of senior project management throughout the Project, and consistent quality control, in order to fulfill the requirements of this Project.

QUALITY ASSURANCE/QUALITY CONTROL

Consultant shall provide their staff with clear guidance on deliverables, and subject matter technical experts shall be assigned to review deliverables prior to finalizing them and sending them to the City. Consultant shall hold a project management kick-off meeting with the City and the applicant to verify the Project's scope, schedule, budget, communications protocols, and deliverables. Consultant's Project Manager shall determine how often the City expects to monitor Project progress. All of Consultant's staff shall follow the QA/QC procedures so Project remains on schedule and on budget, and client expectations are met.

PROJECT CONTROLS

Consultant shall continuously monitor and manage the Project scope, schedule, and budget to optimize time and resources during all phases of the Project. Consultant shall notify the City in advance of any possible impacts to the Project scope, schedule, and fees established during Project initiation. These potential impacts will be reviewed with the City for immediate resolution.

Consultant will use real-time Project budgeting and monitoring software so budget allocations and expenditures are aligned and support Project success. Consultant shall generate reports of staff hours and costs by each staff member each month and cumulatively for the monthly

Project invoice. Status reports shall be reviewed regularly with the internal project team and the City to proactively address potential overruns; thus, avoiding change orders and requests for additional services.

STAFF AVAILABILITY

Consultant can call on staff in other offices as needed to respond to unusual assignments, including those that may arise on short notice. Consultant shall work with City to expedite acquiring and managing new assignments, maintaining Project delivery, quality control, quality assurance, and the full capability and flexibility to provide the appropriate staffing as needed.

GENERAL PLANNING AND TECHNICAL SUPPORT SERVICES

Consultant shall allocate sufficient personnel, time, and resources to deliver on-call services, and assign staff capable of traveling to when needed. Consultant shall be responsive to deadlines, provide timely Project status updates when required, and thoroughly review private Project applications to provide comments representative of the City's position, interpretations, and/or policy direction.

Consultant shall regularly communicate with City by phone, e-mail, and online meetings throughout each Project's duration to address issues and to meet Project milestones. Consultant shall provide useful feedback to managers when asked to help improve customer service and contribute positively to the Department's overall performance.

Consultant shall provide as-needed planning services by having a deep understanding of City's General Plan policies, the 2021–2029 Housing Element, Historic Preservation, Design Guidelines, Local Coastal Program Land Use and Implementation Plan, Zoning Code, Planned Community Zoning Districts, and specific plans, Ordinances, Subdivision Map Act, and CEQA, as well as the Brown Act, basic planning law, and other regulatory statutes.

Consultant shall process housing projects and have a thorough understanding of State housing laws, including the Housing Accountability Act, Housing Crises Act (SB 330), State Density Bonus law, and other relevant housing legislation. Consultant shall also be well informed with the requirements of State housing laws and be prepared to process housing projects to meet those requirements.

Consultant shall have the ability to:

- Analyze development applications for compliance with all City policies and regulations;
- Provide planning plan-check services in a timely manner;
- Successfully manage projects from submittal to approval, collaborating and working with City staff, applicants, community groups, and stakeholders, including coordination of comments and interpreting information in a clear and organized manner;
- Maintain open communication with City staff and departments;
- Write comment letters, staff reports, resolutions, ordinances, findings, and

conditions of approval as needed;

- » Review projects for compliance with CEQA and prepare CEQA determinations and/or peer review CEQA documents;
- » Confer with and respond to public inquiries related to projects, conformance standards, policy determinations, and code interpretations; evaluate alternatives; and provide general information to constituents by phone, through email, and at City's public counter;
- » Prepare for, attend, and make public presentations for citizen organizations, community groups, zoning administrators, historic preservation commissions, planning commissions, and city councils, which may at times require working outside of normal business hours;
- » Present concepts and recommendations through graphs, charts, models, and plans;
- » Conduct thorough reviews of building plans prior to permit issuance, confirming compliance with Conditions of Approval and CEQA mitigation measures, as well as providing ongoing site monitoring and inspections until Project completion;
- » Independently research various land use and planning topics to provide objective analysis and informed recommendations. This may involve reviewing policies, regulations, best practices, and relevant data to support decision-making;
- » Effectively manage projects by maintaining the development database with accurate and up-to-date records. Consultant shall diligently track deadlines, monitor application submittal requirements, and manage workloads to support timely and efficient Project completion; and
- » Provide efficient and cost-effective services.

Consultant's entitlement services shall have the following specific areas of knowledge:

Permit Streamlining Act. Consultant shall incorporate necessary adjustments to Map Act Requirements imposed by CEQA or special requirements (e.g., telecommunication facilities).

Subdivision Map Act. Consultant shall apply the Subdivision Map Act to a broad range of projects involving tentative maps, parcel maps, including vesting maps, and final map applications. Consultant shall also work with lot line adjustments and condominium projects, as well as large and small land divisions.

State Housing Laws. Consultant shall review large and small housing and mixed-use projects that are subject to State Housing Laws, including projects subject to SB330, SB35, and SB9. Consultant shall timely review eligibility for ministerial approval and compliance with objective development standards. Consultant shall interpret and apply State density bonus requirements as part of updating Housing Elements and local ordinances during the development entitlement process.

General Plan, Specific Plan, and Zoning Code Implementation. Consultant shall provide support, interpret, and apply General Plan policies and Zoning Ordinances to development applications

through the entitlement process. Consultant shall prepare General Plans, Specific Plans, and Zoning Codes to help address policy objectives.

California Environmental Quality Act. Consultant shall properly scope and prepare or peer review environmental impact analysis documents for a wide variety of projects. This includes preparing clearly written, legally defensible environmental impact reports (EIRs) and other CEQA/NEPA compliance documentation; for example, Initial Studies/Negative Declarations/ Mitigated Negative Declarations (IS/NDs or IS/MNDs), Environmental Assessments/Findings of No Significant Impact (EA/FONSI), Environmental Impact Statements (EIS), and Categorical Exemptions/Exclusions.

Building Permits. Following Project entitlement approvals, Consultant shall conduct thorough reviews of building plans prior to permit issuance to confirm compliance with Conditions of Approval and CEQA mitigation measures and providing ongoing site monitoring and inspections until Project completion. Following Project approval, Consultant shall plan-check review of projects, including construction plans, grading plans, landscape and irrigation plans, lighting plans, etc., for compliance with conditions of approval and mitigation measures.

Consultant shall undertake the following responsibilities:

- Prepare a Letter Proposal outlining the scope of work, estimated timeline, and budget for the provision of services. The Letter Proposal shall be submitted for City approval by City's indicated deadline. Work will commence once the Letter Proposal has been finalized and signed by both Consultant and the City, and a Purchase Order has been issued.
- Establish City's specific performance measures and expectations prior to the start of work.
- Assist the City as needed when processing an entitlement application. Collaborate with City staff and the applicant so the Project complies with City policies, zoning regulations, ordinances, design guidelines, relevant housing legislation and the Subdivision Map Act, if applicable, and overall Project requirements.

SCHEDULE/IMPLEMENTATION TIMELINE

Project processing schedules shall adhere to required deadlines pursuant to the Permit Streamlining Act and deadlines and timeframes dictated from applicable affordable housing-based provisions. Consultant shall adhere to City's protocols for internal review, coordination, and finalization of comments for timely delivery in accordance with the City's deadlines and priorities.

EXHIBIT B
SCHEDULE OF BILLING RATES

Cost Proposal

Rates subject to increase once each year, after the first 12 months of the contract. Fee quotes for a specific project shall remain firm through the duration of the project. All fee increases shall be approved in writing by the City prior to being incurred.

MIG Staff Billing Rates

CATEGORY	$/HR
Senior Principal/CEO	$300-350
Principal	$235-275
Director/Senior Project Manager III	$210-255
Senior Project Manager I-II	$185-205
Project Manager	$155-170
Senior Planner	$190-205
Planner	$115-165
Sr. Biologist/Ecologist/Analyst III	$210-230
Sr. Biologist/Ecologist/Analyst I-II	$185-205
Biologist/Ecologist/Analyst I-IV	$115-170
Field Crew	$105
Senior CAD/GIS/Graphic Analyst	$140-170
CAD/GIS/Graphic Analyst	$115-135
Administrative Support	$115
Senior Archaeologist/Historian	$190-205
Archaeologist/Historian	$115-170
Senior Landscape Architect	$190-205
Landscape Architect	$155-170
Landscape Designer	$125-135
ADA Specialist	$140-160
Sr. Facilitator/Engagement Specialist	$160-190
Facilitator/Engagement Specialist	$115-155
Digital Engagement/Web Design	$150-195
Graphic Designer/Visualization	$115-170

Expenses

CATEGORY	BASIS
Commercial travel	Cost + 10%
Automobile travel	Current IRS rate
Lodging/Meals	Cost + 10%
Photocopy (A and B sizes)	$0.10/image
Color copies	$0.50/image
Commercial report reproduction	Cost + 10%
Noise meter setup	$50/unit/day
Bat acoustic detector	$50/unit/night
Wildlife remote cameras	$50/unit/day
Small mammal traps	$60/day/site
Subcontractors	Cost + 10%
Other (lab, materials, equipment rental, etc.)	Cost + 10%

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

   Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

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

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

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

CITY OF

NEWPORT BEACH

City Council Staff Report

February 10, 2026
Agenda Item No. 11

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	David A. Webb, Public Works Director - 949-644-3311, dawebb@newportbeachca.gov
PREPARED BY:	Kevin Riley, City Traffic Engineer – 949-644-3329, kriley@newportbeachca.gov
TITLE:	Proposed Traffic Calming and Public Safety Measures in the Bayview Heights Neighborhood

ABSTRACT:

At the October 14, 2025, City Council Study Session, staff presented traffic calming and public safety options for the Bayview Heights neighborhood for the City Council's consideration. The traffic calming options discussed included minor roadway striping and speed cushions. The speed cushions do not meet the City Council's Traffic Management Policy (Council Policy L-26). The public safety options presented included implementing a road closure, traffic circle, or gateway median, and there was some discussion regarding Flock cameras. The City Council directed staff to proceed with the minor roadway striping and return to the City Council with an option for resident-supported speed cushion(s) for a policy waiver consideration, the gateway median at Spruce Avenue and Zenith Avenue, and three Flock camera installation locations.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Waive City Council Policy L-26 - Traffic Management Policy, and install two speed cushions on Orchid Street within the Bayview Heights neighborhood, conditional on staff verification of residents' written support directly adjacent to and fronting the proposed speed cushion location; and

c) Approve Budget Amendment No. 26-050 appropriating $10,850 in increased expenditures in Account No. 01035355-811008 from the General Fund unappropriated fund balance and appropriating $49,000 in increased expenditures in Account No. 01201927-980000-25T03 from the General Fund Capital Improvement Program unappropriated fund balance to fund identified improvements.

DISCUSSION:

At the October 14, 2025 City Council Study Session, staff presented several traffic calming and public safety options at the request of the City Council, in response to concerns raised by some Bayview Heights residents. The traffic calming options presented were minor roadway

striping/pavement marking improvements as well as the possible installation of speed cushions (pending resident approval of the location(s) and the City Council's agreement to waive Council Policy L-26). The public safety options included implementing road closure, traffic circle or a gateway median at Spruce Avenue and Zenith Avenue and identifying optional locations for Flock cameras. The discussion regarding the street closure at Spruce Avenue and Zenith Avenue did not rise as a viable option due to its feasibility, lack of the City's public safety departments' support, and circulation concerns.

Council Policy L-26 provides warranting guidance on implementing three levels of traffic calming measures. Level 1 includes educational tools such as speed trailers, signage and minor striping; Level 2 includes speed cushions and road alignment changes; and Level 3 includes street closures. Levels 2 and 3 require specific traffic volumes and an 85th percentile speed threshold to be met, a petition process with a goal of obtaining at least 70% support of all properties within the study area, and City Council approval. At the October Study Session, staff informed the City Council that Council Policy L-26 does not support the installation of any Level 2 or 3 traffic calming measures in Bayview Heights due to the measured traffic volumes and speeds not meeting the policy's minimum thresholds. Thus, a City Council waiver of the policy would need to be approved to implement any Level 2 or 3 traffic calming measures. The Level 1 edge-lines roadway striping and 25 miles per hour markings were permitted and were installed in November 2025. Staff received positive feedback from the community on the new striping and markings.

The October Study Session concluded with the City Council directing staff to return with options for speed cushion(s) on Orchid Street and Orchard Drive provided the necessary location signatures could be obtained, the installation of a gateway median on Spruce Avenue at Zenith Avenue, and the installation of three Flock camera at locations determined by the Police Department. Staff worked with the Bayview Heights lead petitioner to obtain the necessary support signatures for the homes adjacent to and directly fronting the proposed speed cushion locations on Orchid Street, developed a concept design for the gateway median, and collaborated with Police Department staff to identify the Flock camera locations. The Orchard Drive speed cushion lacked the required resident support for the location.

Below is the approximate total cost to install these three improvements and the operational cost for the Flock cameras.

Traffic and Safety Improvement Costs	
Improvement	**Cost**
Speed cushions (two on Orchid Street)	$24,000
Gateway Median	$25,000
Flock Cameras*	$10,850
Total	**$59,850**
* $9,900 annual operational cost	

City staff anticipates all three improvement categories could be completed within four months following funding appropriation. Staff is now requesting City Council approval to waive Council Policy L-26 and appropriate funding for the traffic and safety improvements within the Bayview Heights neighborhood.

FISCAL IMPACT:

The Budget Amendment appropriates $10,850 in increased expenditure appropriations from General Fund unappropriated fund balance to fund the three Flock cameras for the first year and will require $9,900 in on-going operating costs each year thereafter. It also appropriates $49,000 in increased expenditure appropriations from the General Fund Capital Improvement Program unappropriated fund balance to fund the speed cushions and gateway median.

NOTICING:

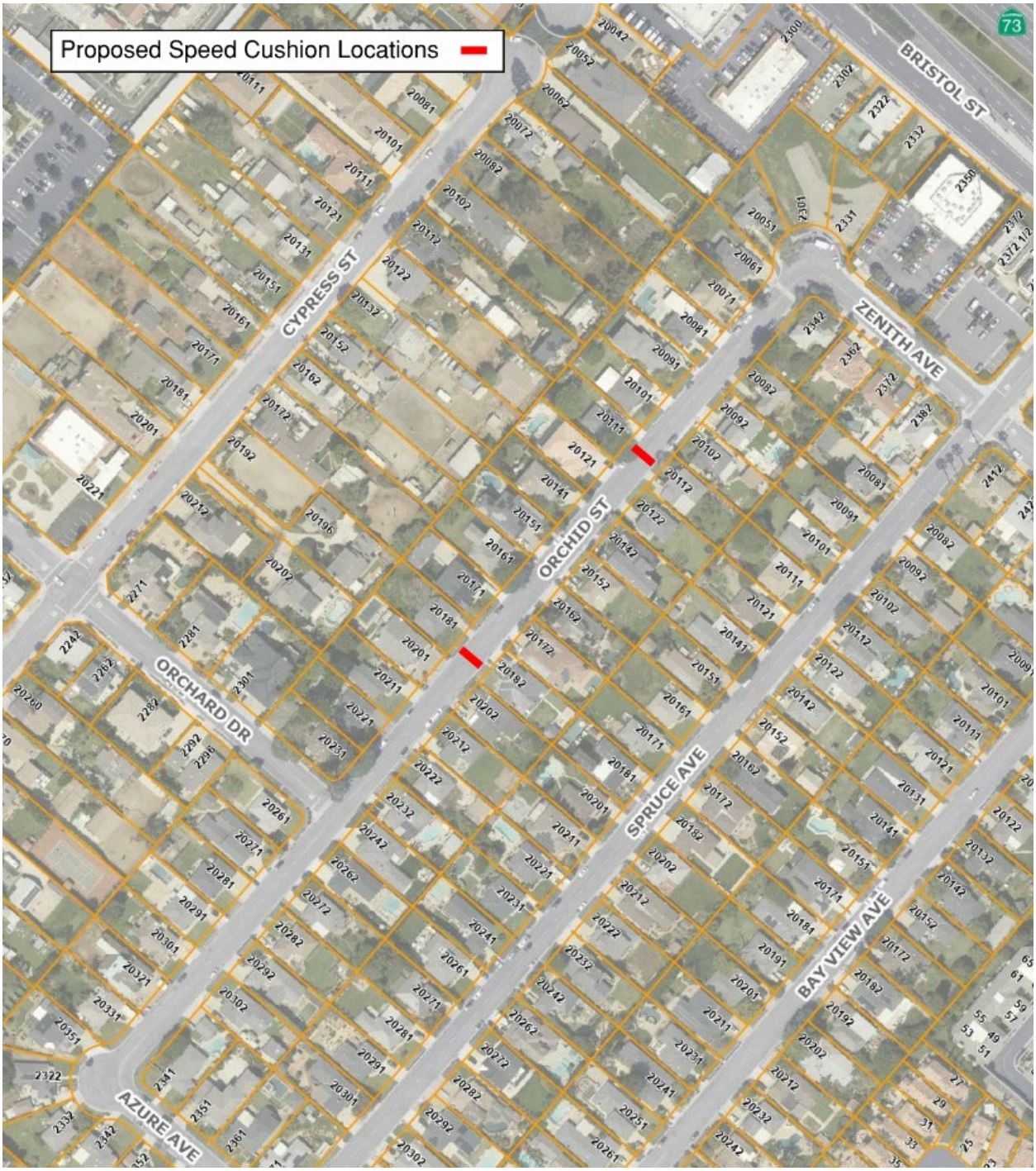
The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENTS:

Attachment A – Speed Cushion Locations on Orchid Street
Attachment B – Gateway Median on Spruce Avenue at Zenith Avenue
Attachment C – Flock Camera Locations
Attachment D – Budget Amendment

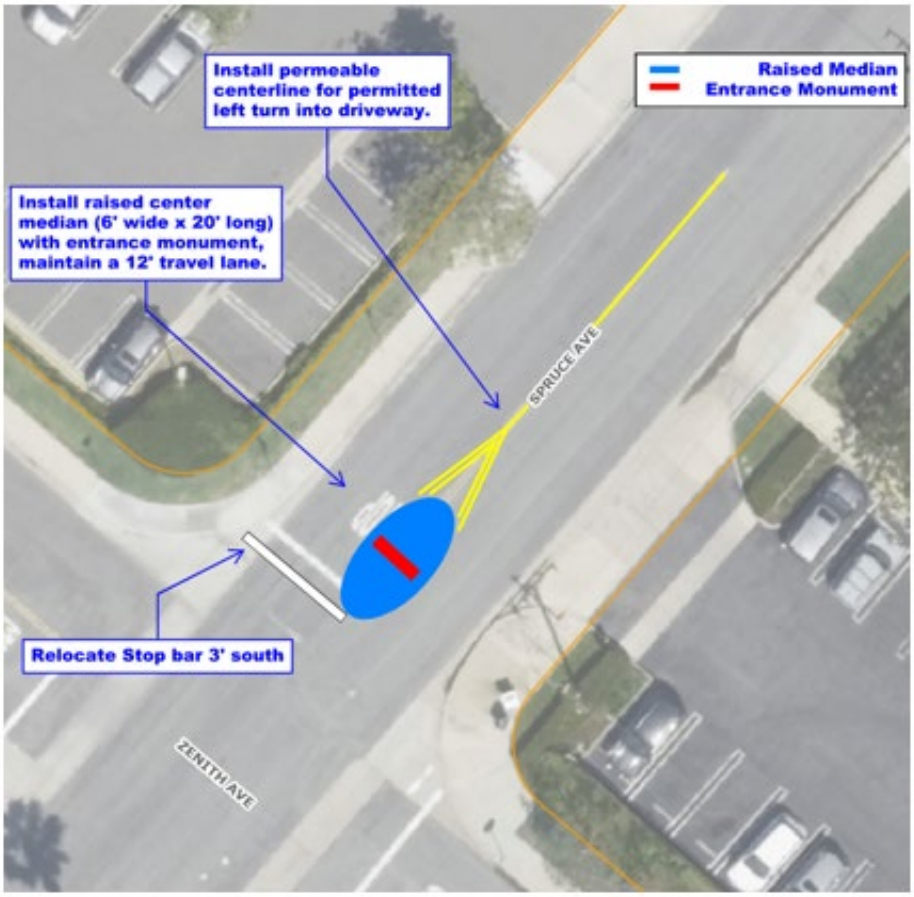
ATTACHMENT A

SPEED CUSHION LOCATIONS ON ORCHID STREET



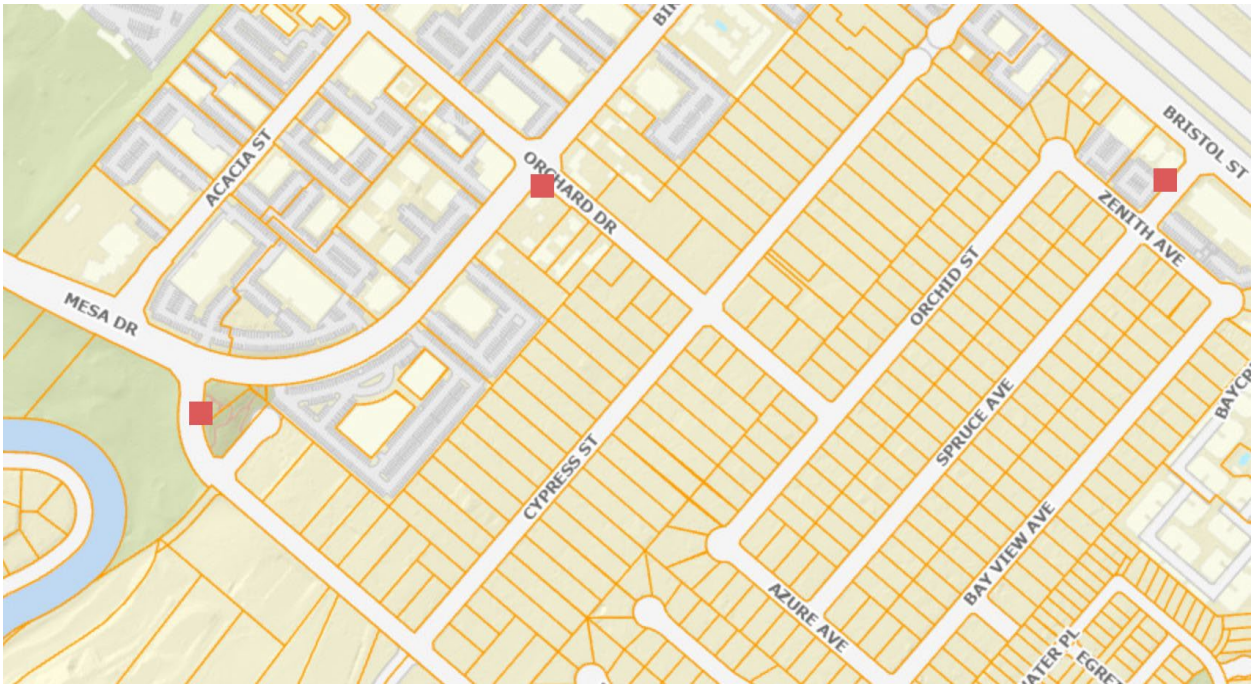
ATTACHMENT B

Gateway Median on Spruce Avenue at Zenith Avenue (concept only)



ATTACHMENT C

FLOCK CAMERA LOCATIONS



Locations	
1	Mesa Drive
2	Orchard Drive at Birch Street (SE corner)
3	Spruce Avenue

City of Newport Beach
BUDGET AMENDMENT
2025-26

BA#: 26-050

Department: Public Works

Requestor: Theresa Schweitzer

ONE TIME: ☑ Yes ☐ No

☐ **CITY MANAGER'S APPROVAL ONLY**

☑ **COUNCIL APPROVAL REQUIRED**

Approvals		
City Clerk:		**Date**
Finance Director:	Jason Di Mposm	**Date** 1/30/26
Budget Manager:		**Date** 01/29/26

EXPLANATION FOR REQUEST:

To appropriate budget to Detective Services Professional for Flock cameras and street CIP expenditures for Project 25T03 related to traffic calming and public safety measures in the Bayview Heights Neighborhood.

☐ from existing budget appropriations
☐ from additional estimated revenues
☑ from unappropriated fund balance

REVENUES

Fund #	Org	Object	Project	Description	Increase or (Decrease) $
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				Subtotal	$ -

EXPENDITURES

Fund #	Org	Object	Project	Description	Increase or (Decrease) $
010	01035355	811008		DETECTIVES - SERVICES PROFESSIONAL	10,850.00
012	01201927	980000	25T03	STREET - CIP EXPENDITURES FOR GL	49,000.00
				-	
				-	
				-	
				-	
				-	
				Subtotal	$ 59,850.00

FUND BALANCE

Fund #	Object	Description	Increase or (Decrease) $
010	300000	GENERAL FUND - FUND BALANCE CONTROL	**(10,850.00)**
012	300000	GENERAL FUND CAPITAL PROJECTS - FUND BALANCE CONTROL	**(49,000.00)**
		-	
		-	
		Subtotal	**$ (59,850.00)**

Fund Balance Change Required

CITY OF

NEWPORT BEACH

City Council Staff Report

February 10, 2026
Agenda Item No.12

TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	Jason Al-Imam, Adminstrative Services Director/Treasurer - 949-644-3126, jalimam@newportbeachca.gov
PREPARED BY:	Sarah Rodriguez, Deputy Director of Human Resources - 949-644-3301, srodriguez@newportbeachca.gov
TITLE:	Status of City of Newport Beach Vacancies and Retention Efforts for Fiscal Year 2025-26, Pursuant to Government Code Section 3502.3

ABSTRACT:

Assembly Bill (AB) No. 2561, became effective January 1, 2025, and added Government Code Section 3502.3 to the Meyers-Milias-Brown Act (MMBA) and requires public agencies to report on job vacancies and recruitment efforts at least once per fiscal year, prior to the adoption of their budgets. The law provides employee organizations with the opportunity to present their views and, depending on vacancy levels, to request additional information related to vacancies within their bargaining units. AB 2561 is designed to help mitigate the negative effects that understaffing may have on the delivery of public services and on public employees.

RECOMMENDATIONS:

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Receive and consider the Status of City of Newport Beach Vacancies and Retention Efforts for Fiscal Year 2025-26, pursuant to Government Code Section 3502.3.

DISCUSSION:

The California Government Code requires the City of Newport Beach (City) to publicly report information regarding vacancy rates and recruitment and retention efforts. This reporting must be done at least once a fiscal year, prior to the City's budget adoption. The presentation must include tracking vacancies and reporting on the City's recruitment and retention efforts. Additionally, the public hearing provides an opportunity to identify any policies, procedures and/or recruitment efforts which may create challenges in the City's hiring process. In those cases, the City should also identify potential changes to alleviate any hiring obstacles.

If the vacancy rate in a particular bargaining unit exceeds 20% of the total number of authorized full-time positions, that bargaining unit's labor representative may request additional information which the City must provide, including the total number of job vacancies within the bargaining unit; the total number of applicants for the bargaining unit's vacant positions; the average number of days to complete the hiring process once a position has been posted; and what opportunities exist to improve compensation and other working conditions. Employee organizations are also permitted to make a presentation at the public hearing when the City makes its presentation.

The City has seven full-time employee collective bargaining associations, one full-time employee union and one unrepresented full-time group (collectively referred to as units). Based on the current data, none of the units has a vacancy rate exceeding 20% of the total number of authorized full-time positions. The specific vacancy information is contained in Table A:

Table A

Full-Time Position Vacancy

Bargaining Unit	Budgeted Positions (FTE for FY '25-'26)	Positions Filled	Vacancies (#)	Vacancies (%)
City Employees Association	98	93	5	5%
League Employees Association	106	102	4	4%
Fire Association	125	123	2	2%
Fire Management Association	6	6	0	0%
Lifeguard Management Association	14	14	0	0%
Police Association	199	190	9	5%
Police Management Association	33	32	1	3%
Professional and Technical Employees Association	91	88	3	3%
Total	672	648	24	4%

Unrepresented Group	Budgeted Positions (FTE for FY '25-'26)	Positions Filled	Vacancies (#)	Vacancies (%)
Key & Management	107	94	13	12%

FISCAL IMPACT:

There is no fiscal impact related to this item.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

NOTICING:

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

ATTACHMENT:

Attachment A – Status of City of Newport Beach Vacancies and Recruitment and Retention Efforts Presentation

ATTACHMENT A

AB 2561 PRESENTATION

Status of City of Newport Beach Vacancies and Recruitment and Retention Efforts

February 10, 2026

CITY OF
NEWPORT BEACH

VACANCY INFORMATION – BARGAINING UNITS

Full-Time Position Vacancy

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Unrepresented Group	Budgeted Positions (FTE for FY '25-'26)	Positions Filled	Vacancies (#)	Vacancies (%)
Key & Management	107	94	13	12%

Vacancy (Position Control) January 2026

CITY OF NEWPORT BEACH

RECRUITMENT AND RETENTION

Recruitment Highlights for Fiscal Year 2025-2026

- **Online Job Interest Cards Received:** 2,506 cards
- **Job Applications Received:** 6,351 applications
- **Recruitments Opened:** 52 recruitments
- **New Employees Hired:** 58 employees
- **Promotions/Appointments:** 48 employees

CITY OF
NEWPORT BEACH

RECRUITMENT AND RETENTION

City Competitive Benefits	
Work Schedules Offered	5/40, 9/80, 4/10
Salary Adjustments	Cost of living salary increases (*MOU Driven)
Retirement Benefits	California Public Employees Retirement System (CalPERS), Retiree Health Savings (RHS) Plan
Deferred Compensation (457 Plan)	Optional participation. City-Paid contributions (*MOU driven)
Paid Time Off	Flex leave program
Paid Holidays	12 observed holidays and one floating holiday annually
Medical Plans	12 medical plan options including dental & vision plans
Cafeteria Plan	Medical plan participants receive a monthly cafeteria allowance
Medical Opt-Out	Eligible employees may receive a opt-out cafeteria allowance
Bereavement Leave	40 hours of paid leave
Life Insurance	City-paid policy up to $50,000 in coverage
Disability Insurance	City-paid benefit
Employee Assistance Program (EAP)	City-paid benefit
Tuition Reimbursement	Up to $2,000 per fiscal year

Benefits may slightly differ per BU, refer to MOU.

RECRUITMENT AND RETENTION

Bargaining Unit Competitive Benefits	
City Employees Association	• The City matches Deferred Compensation contributions up to a maximum of $30 per month. Additional City matching based on years of service. • 80 hours of telecommuting per year. • Longevity pay up to 2%, based on years of full-time service.
Professional and Technical Employees Association	
Employees League	• The City contributes $25 per month to Deferred Compensation for eligible members.
Fire Association/Fire Management Association	• The City matches Deferred Compensation contributions up to 1.5% of base salary for safety members in the 2%@50 or 2.7@57 retirement benefit tiers. • Longevity pay up to 10% for safety members and up to 3.5% for non-safety members, based on years of service.
Lifeguard Management Association	• Longevity pay up to 2.5%, based on years of service. • The City provides $500 annually for full-time members for sun protection materials.
Police Association/ Police Management Association	• The City contributes 2% of base salary to Deferred Compensation for all members. • Longevity pay up to 5% for non-safety Police Association members, based on years of full-time service. • Longevity pay up to 3% for Police Management Association members, based on continuous years of full-time service.

Refer to MOU for details.