

Commissioner Provided Items

Disclaimer: The following information is provided by an individual Finance Commissioner for discussion purposes only. The content has not been reviewed, verified, or endorsed by City finance staff and does not represent official City data, analysis, or policy.

Outer Field Service Contract – Field Maintenance

Review of process and identification of questions and issues

Dave Chennault
Finance Commission
1/14/26

Non-Professional Services and Contracts - Overview

- Non-professional Services and Contracts do NOT require authorization by City Council except a simple line item approval on annual budget
 - No threshold dollar amount requires any approval
 - Very little oversight beyond department
 - Carte-blanche is given to staff to negotiate and execute service contracts
- Funds from line items in annual budgets approved by city council are used for the non-professional service contracts
- \$61,520,000 was authorized for line item budgets with non-professional service contracts with a total of 2 line items for each department –
 - The line items used to reach this amount are “Repairs and Maintenance” and “Other Contract Services” categories in the published 2025-2026 city budget
- Very little detail or notice of even very large multi-year contracts are given to city council or the public
- The Service Contract examined for softball field maintenance in this presentation is considered a non-professional service contract and did not receive any direct city council approval. The only approval came from staff and the mayor for a subset contracts and amendments to certain contracts – not all

Line Item Budgets for Non-Professional Services 2025-2026

- The following amount for non-professional services and contracts gathered from the approved 2025-2026 annual budget published on the city website. The departmental totals of approved budget for non-professional service agreements was sent to acting CFO Zack Zithisakthanakul on 12/9/25 for confirmation. His response on 12/10/25 follows:

"I didn't get the chance to verify all of the data that you've identified as "buckets of money". It's not as simple as "annual budget that do not require council approval". For example, let's take the City Manager item of the \$100,000 you've listed below, 80% of that could already be taken up by existing contract obligation – so the available budget may not be as available as shown below. There are a number of factors that comes into play and the process includes multiple moving parts. Which is why I plan on presenting the process behind service contracts in the January so each of the Commissioners can understand and recommend accordingly."

City Manager - \$100,000
Community Development - \$210,000
Community and Library Services \$4,200,000
Finance \$835,000
Fire - \$525,000
HR - \$150,000
IT - 3,400,000
Police - 3,500,000
Public Works - \$34,700,000
Other Non-Departmental - \$13,900,000

Total =\$61,520,000

- Whether the funds are already encumbered by existing non-professional contracts misses the point - \$61 million represents to 20% of the total approved budget of the city that is spent at the discretion of staff for non-professional services and non-professional service contracts
- Once the annual budget is approved by council, expenditure of these funds in each department does not require any council approval for any amount spent from these approved line items. It only requires the department head, possibly the city manager, and possibly legal approval.

Request for Non-Professional Service Contracts Report

- On December 3, 2025, I submitted a request via email for a report summarizing the current open non-professional service contracts that were not directly approved by the City Council, formatted as shown below.

	Short Description	Agreement Type	Vendor	Managing Department	Type	Extensions	Billing Type	Start Date	End Date	Total Amount	Annual Amount	Monthly Amount	Page	Web Link
1	Janitorial Services in Parks	Contract	MCS Municipal Contract Services, LLC	Public Works	NTE	Two extensions of 2 years each	Monthly	1/1/2022	6/30/2027	\$ 2,442,000.00	\$ 444,000.00	\$ 37,000.00	19	https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5690080&dbid=0&repo=COI
2	Janitorial Services in Parks - Central Park & Sunset Beach Restrooms	Addendum 1 - see line 2	MCS Municipal Contract Services, LLC	Public Works	NTE		Monthly	4/1/2022	6/30/2027	\$ 645,414.00	\$ 117,348.00	\$ 9,779.00	12	https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5690080&dbid=0&repo=COI
3	Janitorial Services in Parks - Increase in rates charged - no change in scope	Addendum 2 - see line 2	MCS Municipal Contract Services, LLC	Public Works	NTE		Monthly	7/1/2024	6/30/2027	\$ 3,251,103.00	\$615,911.00	\$ 51,325.92	5	https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5690080&dbid=0&repo=COI
4	Janitorial Services in Parks - Added watering to services for \$100K annually	Addendum 3 - see line 2	MCS Municipal Contract Services, LLC	Public Works	NTE		Monthly	7/1/2024	6/30/2027	\$ 3,551,103.00	\$ 715,911.00	\$ 59,659.25	1	https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5690080&dbid=0&repo=COI
5														
6	Softball Field Prep in Parks - 6 Fields	Contract	HBSC Patners LLC	C&L	NTE	Two one year extensions	Monthly	3/28/2022	3/28/2025	\$ 99,600.00	\$ 33,200.00	\$ 8,300.00	12	https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5773260&searchid=cc66ab
7	Softball Field Prep in Parks - Added additional funds no change in scope	Addendum 1 to line item 7	HBSC Patners LLC	C&L	NTE		Monthly	10/30/2023	3/28/2025	\$298,800.00	\$ 99,600.00	\$ 8,300.00	6	https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5773260&searchid=cc66ab
8	Softball Field Prep in Parks - Added additional funds of \$240,000 , changed to fixed fee , raised monthly to \$9,130, eliminated rain out credits to city	Addendum 2 to line item 7	HBSC Patners LLC	C&L	Fixed Monthly Fee		Monthly	5/5/2025	3/28/2027	\$538,800.00	\$ 120,000.00	\$ 9,130.00	1	https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5773260&searchid=cc66ab
9														
10														

- The request was denied. Here is the response from Zack Zithisakthanakul for the requested report that he sent me on 12/7/25 via email

"I want to give you a friendly reminder that the City of Huntington Beach operates under a Council-Manager form of government. The City Council establishes policy, and the City Manager is responsible for administering the organization and directing all City staff. Because operational authority resides with the City Manager and department heads, Boards and Commissions do not have the authority to direct staff or assign work independently. This chain of command exists to ensure that staff workload aligns with City Council/City Manager objectives. Finance Commission, acting in an advisory capacity, can vote to recommend that Council direct staff or vote to ask the City Manager for work to be done.

In order to avoid any assumptions/misunderstanding of the City's process and procedures surrounding service contracts, I will make a presentation for the January 28th Finance Commission Meeting. I will incorporate the questions you've sent. If you have any additional questions relating to service contracts, please let me know ahead of time and I will do my best to incorporate into the presentation."

HBSC Outer Field Maintenance Service Contract

- City of Huntington Beach has executed 2 contracts that together are valued at \$571,750 over a 65 months to drag and mark a total of 6 softball fields in Greer (1), Worthy (1), Murdy (2), and Edison(2) on game days – Fields are called “Outer Fields”
 - Initial contract executed on 10/22/21 and was extended from 3 months to 5 months ending on 4/1/22
 - \$7,500 fixed per month for November 2021, January 2022, February 2022, March 2022
 - December 2021 – City was only charged \$3,750 for some unknown reason
 - Extended via a letter and ended on April 1, 2022
 - Initial contract was supposed to be a NTE of \$22,500 but was increased value was \$33,750 via a letter
 - Second Contract valued at \$538,000 for 60 months started on 3/28/22
 - Not to exceed of \$8,300 per month and rain-out credit for first 3 years (\$8,300 per month was always charged)
 - Amendment for additional 2 years raised monthly rate to fixed fee of \$9,130 per month without rain out credit
 - Based upon contract, assume about \$400 per field each time a single field is dragged and marked
- Rate to drag and mark fields increased from monthly fee of \$7,500 to \$9,130 – nearly 22% in a little over 3 years
 - National CPI index rose at about 15% between 11/1/21 and 3/30/25
- **IMPORTANT – HBSC Partners uses the 6 “outer” fields in our parks but does not pay for them for “overflow” games when they have large travel ball tournaments at the sports complex or adult city leagues they manage for the city**
- **HBSC Partners is compensated for dragging and marking these fields they use at no charge through the contracts examined within this PowerPoint**

Scope of Services in Contract and Observations

- The services shown at the right are only required when a game is scheduled on a field that day. Not all fields every day
 - Scope includes 6 fields in total
 - 2 Fields Murdy
 - 2 Fields Edison
 - 1 Field Worthy
 - 1 Field Greer
 - It appears daily activities are only performed once per day regardless of how many games are played that day
 - Analysis of games from adult leagues and rentals show Edison #1 and #2 are rented the most while Greer is used the least.

A. CONTRACTOR Responsibilities:

1. CONTRACTOR shall perform the following services for athletic fields as outlined in this sample schedule:
 - Daily – Drag, water, line fields (game days only), chalk infield foul lines, pitcher's and batter's boxes, clean and blow out dugouts. Hand rake infield areas along the arc to reduce berms. Field preparation work to be completed before the start of any scheduled events. Place field closure signs on fields after completion;

22-11044/277146

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-
- Weekly – Turf edge maintenance, nail grading (as appropriate), paint outfield line;
 - Monthly – Inspect and repair/replace base anchors, pitching rubbers, and batters boxes;
 - As needed – Fill low spots with brick dust, Turface, or similar material, and remove any berms that may occur.
 - As needed - Paint field layouts on either natural grass or synthetic turf fields prior to games;
 - As Needed - CONTRACTOR shall notify CITY of any additional maintenance needs as they arise.
-

Timeline

- 9/7/2021 - Initial Contract Sports Complex
- 10/22/2021 - Initial 3 Month Contract - Field Maintenance to HBSC Partners
 - PO 22129 – this PO should have been funded at \$22,500
- 1/7/2022 - RFP Field Maintenance - Response Due 1/25/22 - 1 Bidder
- 2/10/22 - Letter Extending Initial 3 Month Contract as long as needed to execute longer term agreement
 - Billing initially \$7,500 per month fixed
 - PO 22129 – looks like another \$11,250 to the PO from somewhere (line item budget?)
- 3/28/22 - Contract for 3 years with NTE of \$99,660 executed
 - Billing NTE \$8,300 per month – HBSC ALWAYS billed the city \$8,300 per month with no details beginning 4/1/22
 - PO 22188 was used for first 3 invoices - April 2022 through June 2022 - (That PO should have been for \$24,900 with a POP of 4.1.22 to 6/30/22) then PO 22477 was used the invoices July 2022 and through March 31, 2024 (whatever they FY is) That PO should have had \$99,600 - \$24,900 or \$72,700 in it
 - 3/31/23 – Funds in contract executed on 3/28/22 NTE is exhausted and billing reached \$99,600
 - 4/1/23 – 6/30/23 are paid using PO 22188 even though the NTE had been reached – 3 months paid with NTE exceeded
- 4/1/23 to 10/31/23 - 7 Months Continued Billing After \$99,600 NTE in contract Exhausted
 - PO 23599 is opened with no money in the contract and used from 7/1/23 to 10/31/23 even though the NTE had been reached at the end of march 2022 – 4 more months paid using this PO even though the NTE had been reached
- 10/30/23 - Contract Addendum executed for Additional \$199,200 with no change in Scope or timeline
- 5/5/25 - Contract Addendum 2 for Additional \$240,000 For 2 additional years @ \$120K annually FIXED Price with no rain outs
 - Billing at \$9,130 per month fixed – no rain out credit given to city – no details given

PO's Used With Service Contract - Field Maintenance

- PO 22129 FY 20-21
- PO 22188 FY 21-22
- PO 22477 FY 22-23
- PO 23599 FY 23-24
- PO 24198 FY 24-25

Timeline – Field Maintenance Contract

How \$22,500 became \$571,500

Legend



Contract Event



Event of Interest

9/7/2021 -
Initial
Contract
Sports
Complex
Executed



10/22/21

10/22/2021 -
Initial 3 Month
Contract - Field
Maintenance
to HBSC
Partners
Ended on
1/22/22

**\$7,500 Per
Month - Fixed**

1/7/2022 - RFP
Field Maintenance
Issued
- Response Due
1/25/22 –
1 Bidder



2/10/22

2/10/22 -
Letter
Extending
Initial 3 Month
Contract from
10/22/21
retroactive
from 1/22/22
Executed

3/28/22 -
Contract for 3
years with NTE
of \$99,600

**\$8,300 Per
Month -NTE**

3/28/22

10/30/23 -
Contract
Addendum for
Additional
\$199,200 with
No change in
Scope or
timeline



10/30/23

3/30/23 - \$99,660
Monthly Billing
Reached - 7
Months Continued
Billing After
\$99,600 of
Contract NTE
Reached

**\$58,100 billed and
paid over Contract
Amount**

5/5/25 - Contract
Addendum 2 for
Additional
\$240,000 For 2
additional years @
\$120K annually
FIXED Price with no
rain outs

**\$9,130 Per Month -
Fixed**

2021

2022

2023

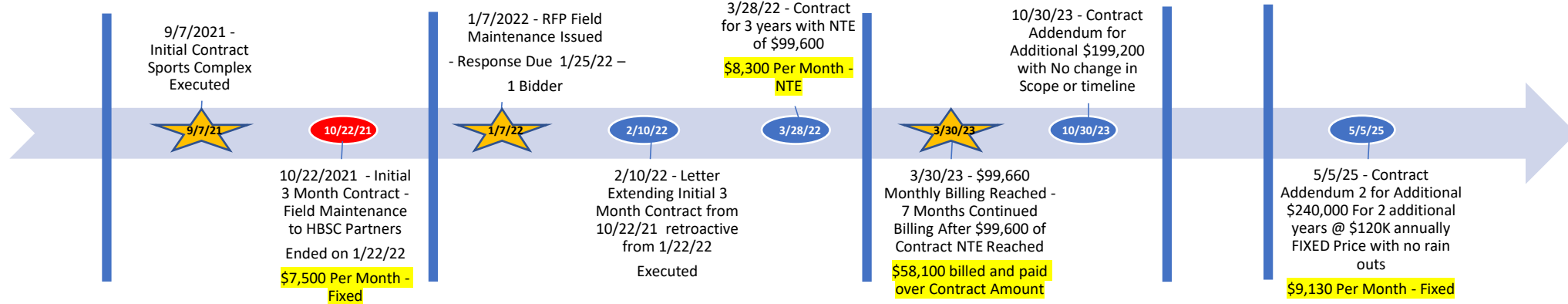
2024

2025

2nd Field Maintenance Contract that resulted from RFP

- Original Contract for 3 years executed 3/28/22 (Delgleize) with not to exceed (NTE) \$99,600 over the 3 year period and NTE of \$8,200 per month
 - I can find no record of this contract discussed or approved anywhere in the Council Minutes – ever
 - See page 12 here -
<https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5779260&searchid=cc66ab52-8ada-419e-a724-7bceb42beba6>
- Contract amended on 10/30/22 (Strickland) with an additional \$199,200 added in the NTE with no change in scope or duration
 - I can find no record of this amendment approval in the council minutes
 - See page 7 here -
<https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5779260&searchid=cc66ab52-8ada-419e-a724-7bceb42beba6>
 - An attachment B is referenced in the amendment but not present in the online record
- Second amendment on 5/5/25 (Burns) with an additional \$240,000 added to contract with a NTE of \$538,800 and a fixed monthly rate of \$9,130 per month and a 2 year extension.
 - I cannot find any record of council approval for this amendment in council minutes
 - See pages 2 and 3 here -
<https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5779260&searchid=cc66ab52-8ada-419e-a724-7bceb42beba6>
- The exhibit B references a fee of \$381 per day for field maintenance when performed. This is close to what I found (I found approx. \$402 charged per field)
- It appears the field are only marked and dragged once per day and not between games

Initial 3 Month Contract – 10/22/21 - Issues



- The Initial Contract executed on 10/22/21 has the following issues
 - The Contract is not available to the public via the records center
 - An RFP was issued shortly after this contract was awarded and there was no indication in the RFP that a bidder on the RFP was already performing the work under an existing contract and this contract was not available to any potential bidders since it is NOT in the public records center
 - The contract date is blank
 - The contract does not have signatures of the Clerk, City Manager, Mayor
 - The contract states the contract will be valid once it is executed by the mayor but it was apparently never executed by the mayor
 - The contract has a NTE of \$22,500 but this was ignored and a total of \$33,500 was billed against this contract – it was extended by a letter on 2/10/21 that will be examined next
 - It is unclear who performed the work and if it was performed by a city employee
 - See the next page for images of the contract issue referenced above

Initial Contract Issues

- Note the date is blank in the term section of the contract

3. Compensation

a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the rates and charges identified in Exhibit "B." The total sum to be expended under this Agreement, shall not exceed Seven Thousand Five Hundred Dollars (\$7,500) per month during the term of this Agreement, with a total not to exceed amount of Twenty Two Thousand Five Hundred Dollars (\$22,500).

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

c. Contractor shall be paid pursuant to the terms of Exhibit "B."

4. Term

Time is of the essence of this Agreement. The services of Contractor are to commence _____, or as soon as practicable after the execution of this Agreement by City (the "Commencement Date") and terminate (3) three months later, unless terminated earlier in accordance with the provisions of this Agreement. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule and Term may be amended to benefit the Project if mutually agreed to in writing by City and Contractor.


In the event the Commencement Date precedes the Effective Date, Contractor shall be bound by all terms and conditions as provided herein.

- Note missing signatures

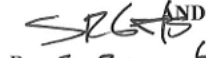
35. Effective Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the Mayor. This Agreement shall expire when terminated as provided herein.

CONTRACTOR
HBSC PARTNERS, LLC

By: 
Print name

ITS: (circle one) Chairman/President/
Vice President Partner


By: S. Ryan Gale / Partner
Print name
ITS: (circle one) Secretary/Chief Financial
Officer/Asst. Secretary-Treasurer

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

INITIATED AND APPROVED:


Director of Community & Library **Services**

APPROVED AS TO FORM:


City Attorney MW

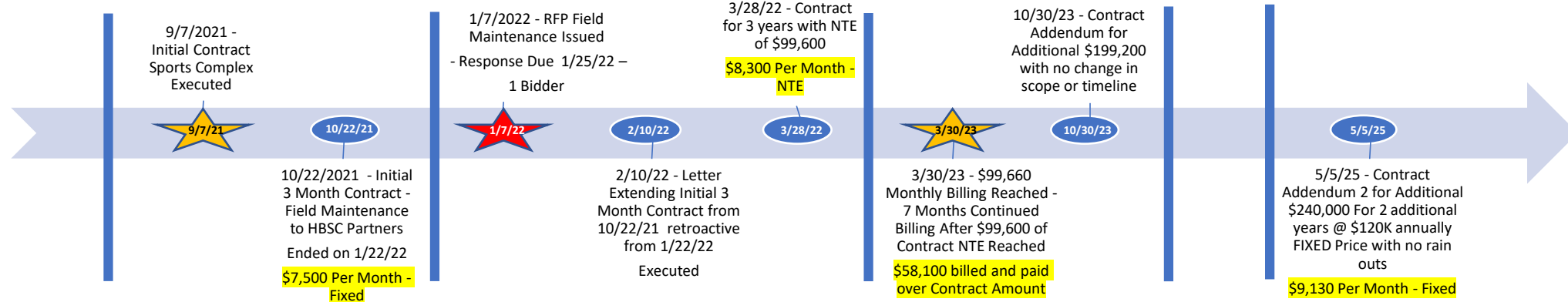
REVIEWED AND APPROVED:

City Manager

RECEIVED AND FILES:

City Clerk

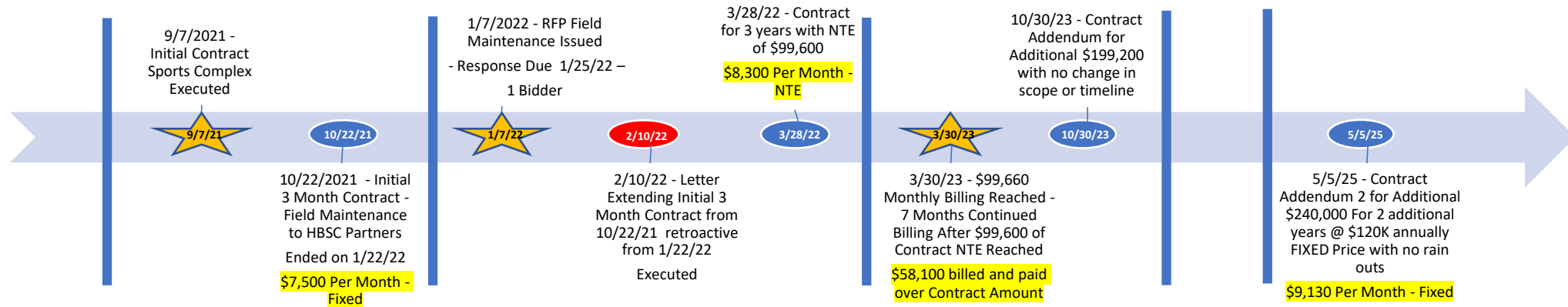
RFP Issues – 1-7-22



- RFP Issues

- RFP does not reference existing initial contract already in place
- Initial Contract not available to potential bidders
- Only 1 proposal received
- RFP open 18 days
- RFP not reopened to get additional proposals
- Unclear why city elected to outsource field maintenance – what did it cost the city annually before the RFP was issued

Letter Extending 3 month contract -2/10/21 - Issues



- The Letter Extending the initial contract has the following issues
 - This letter is not available to the public in the records center of the city
 - This letter has no city signature and the NTE of \$22,500 of the original contract is exceeded by the letter
 - The letter has no timeline or scope and extends until a new contract is executed
 - The letter references a temporary contract
 - We don't know when this was executed – no date of the vendor signature
 - See letter – next page

Initial Contract Extension Letter - Issues

- This letter is dated 2/10/22 – 15 days after the original contract expired
- This letter is unsigned by the city
- This letter exceeds the NTE of the initial contract
- The letter references a temporary contract – what is a temporary contract
- The signature of the vendor is not dated so we don't know when this was executed



CITY OF HUNTINGTON
BEACH
COMMUNITY & LIBRARY SERVICES DEPARTMENT
(714) 536-5486

February 10, 2022

HBSC Partners, LLC
18100 Goldenwest Street
Huntington Beach, CA 92647

Subject: Service Agreement extension between the City of Huntington Beach and HBSC Partners, LLC

Gentlemen:

HBSC Partners, LLC ("HBSC") has been selected through an RFP process by the City of Huntington Beach ("City") to perform Outer Field Maintenance and Preparation Service pursuant to Huntington Beach Municipal Code Chapter 3.02.

Prior to this awarded, HBSC was under temporary contract to perform these same services. The temporary contract expired on January 22, 2022. The City is interested in extending the temporary service agreement terms until which time the final Agreement for the new service contract is drawn and executed.

If you are interested in extending the service (all other terms and conditions remain the same) until the commencement of the new agreement, please sign below and return this letter to:

Community & Library Services Department
2000 Main Street, 5th Floor
Huntington Beach, CA 92648

Should you have any questions, please feel free to contact me at (714) 536-5265 or ccole@surfcity-hb.org.

Sincerely,

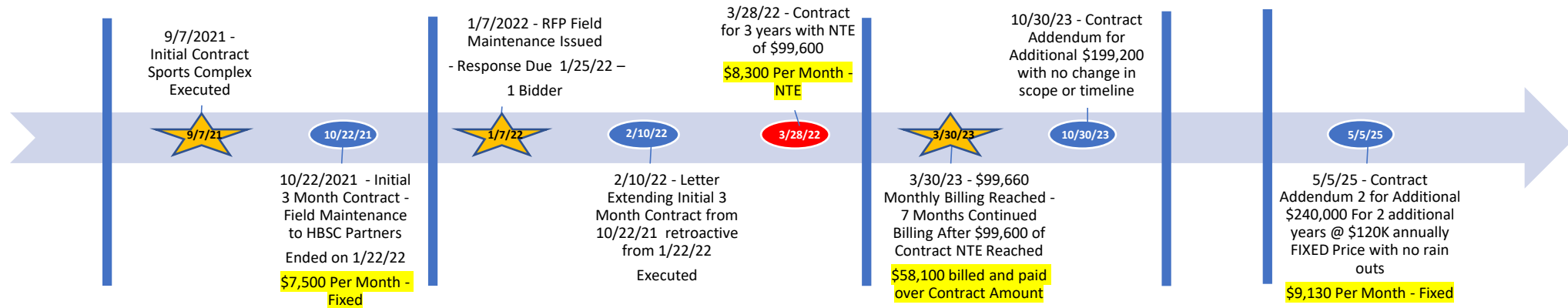
Chris Cole, Manager
Facilities & Specific Events

CC/cg


HBSC Partners, LLC.

Jerry Marchbank
Please Print

Contract Issues – 3/28/22



- Contract term is 3 years with NTE of \$99,600 but monthly NTE is \$8,300
- Contract specifies invoice requirements of 15 minute increments
- Contract specifies employees of city cannot perform work yet Grounds Maintenance Supervisor – Greg Ervin - in the proposal selected had been doing grounds keeping work for the city as an employee for 10 years and up through 2021 at least
- Since this is a Service Contract – No Council Approval Needed

Contract Issues

- Section 3 - Note the NTE of \$99,600 and the term of 3 years
- Section 4 - Note the Not to Exceed (NTE) Monthly NTE is \$8,300
- HBSC Partners immediately started billing the maximum of \$8,300 per month and blew through the 3 year contract NTE in 12 months rather than 36
- Hard to understand how this was allowed to happen

3. Compensation

a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the rates and charges identified in Exhibit "B." The total sum to be expended under this Agreement, shall not exceed Eight Thousand Hundred Dollars (\$8,300) per month during the term of this Agreement, with a total not to exceed amount of Ninety Nine Thousand Six Hundred Dollars (\$99,600).

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

c. Contractor shall be paid pursuant to the terms of Exhibit "B."

4. Term

Time is of the essence of this Agreement. The services of Contractor are to commence 3/28/22 or as soon as practicable after the execution of this Agreement by City (the "Commencement Date") and terminate three (3) years thereafter, unless terminated earlier in accordance with the provisions of this Agreement. Contract may be extended for one (1) year term, but not to exceed two (2) additional renewal terms if mutually agreed to in writing by both parties. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule and Term may be amended to benefit the Project if mutually agreed to in writing by City and Contractor.

In the event the Commencement Date precedes the Effective Date, Contractor shall be bound by all terms and conditions as provided herein.

Contract Issues - Continued

- Section 17 – City employees shall not perform any work and Greg Ervin had been working for the city for the last 10 years doing grounds maintenance and was named as the supervisor in the winning proposal in January 2022

17. City Employees and Officials

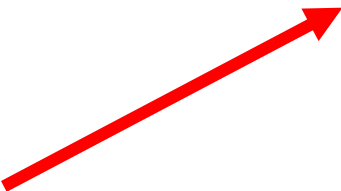
Contractor shall employ no City official nor any regular City employee in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

<https://openpayrolls.com/employee/gregory-m-ervin-3890>

Gregory M Ervin (2021)

Ath Field Attd (Expd) Pars
Huntington Beach, California

Gregory M Ervin worked as an Ath Field Attd (Expd) Pars for the city of Huntington Beach, California and in 2021 had a reported pay of \$16,403 according to public records. This is 78.3 percent lower than the average pay for city employees and 77.1 percent lower than the national average for government employees.



Share Tweet


Salary Records for Gregory Ervin

See Other Records for Gregory Ervin >

Year	Job	Agency/Department	Pay
2021	Ath Field Attd (Expd) Pars	Huntington Beach, Ca	View 2021 Pay Details >
2020	Part-Time Level 15 Pars	Huntington Beach, Ca	View 2020 Pay Details >
2019	Part-Time Level 15 Pars	Huntington Beach, Ca	View 2019 Pay Details >
2018	Part-Time Level 15 Pars	Huntington Beach, Ca	View 2018 Pay Details >
2017	Part-Time Level 15 Pars	Huntington Beach, Ca	View 2017 Pay Details >
2016	Part-Time Level 14 Pars	Huntington Beach, Ca	View 2016 Pay Details >
2015	Part-Time Level 14 Pars	Huntington Beach, Ca	View 2015 Pay Details >
2014	Part-Time Level 14 Pars	Huntington Beach, Ca	View 2014 Pay Details >
2012	Part-Time Level 14 Pars	Huntington Beach, Ca	View 2012 Pay Details >


Staffing

JAN 2022



Mike Keiter
Lead Groundskeeper

- 5 years of private sector field maintenance experience
- Extensive experience with electrical & mechanical trade work
- Ability to safely and effectively operate tractors and trailers



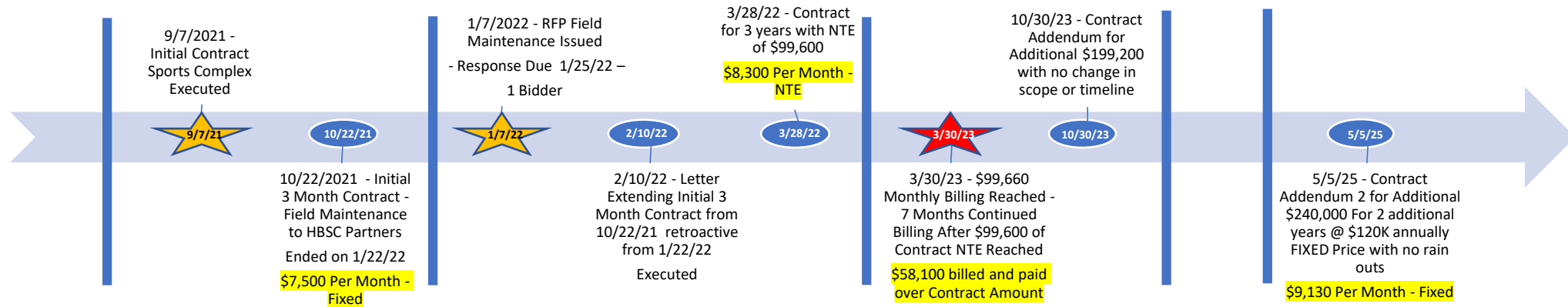
Greg Ervin
Grounds/Maintenance Supervisor

- 10 years of field maintenance experience with the City of Huntington Beach
- Extensive expertise in athletic field layouts, irrigation, and maintenance
- Specific knowledge of outlying field conditions and preparation procedures.



From Field Maintenance Proposal

Monthly Billing Issues -



- HBSC Partners always billed maximum of NTE of \$8,300 per month. The NTE for the entire contract of \$99,600 was exceeded after 12 billing cycles of \$8,300 per month on 3/30/23
- HBSC Partners continued billing without any pause even after the NTE for the contract was exceeded. It is believed the city continued to pay the invoices of \$8,300 per month until the contract for additional funds was executed on 10/30/22 – 7 billing cycles and \$58,100 over the NTE for the entire contract
- Invoices did not provide any breakdown of work performed as required in the contract

Monthly Billing Issues

- Invoices do not have any detail of work performed as required in the contract Appendix B – see below – A sample invoice is included for review

3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.



BILL TO
City of Huntington Beach
Chris Cole

714-292-5962
ccole@surfcity-hb.org

INVOICE

Huntington Beach Sports Complex
18100 Goldenwest Street
Huntington Beach, California 92647
United States

7142486332
hbsportscomplex.com

Invoice Number: 214
Invoice Date: March 3, 2025
Payment Due: April 2, 2025
Amount Due (USD): \$8,300.00

[Pay Securely Online](#)

Items	Quantity	Price	Amount
Field Maintenance Monthly Outer Field Preparation/Maintenance Services	1	\$8,300.00	\$8,300.00

Total: \$8,300.00

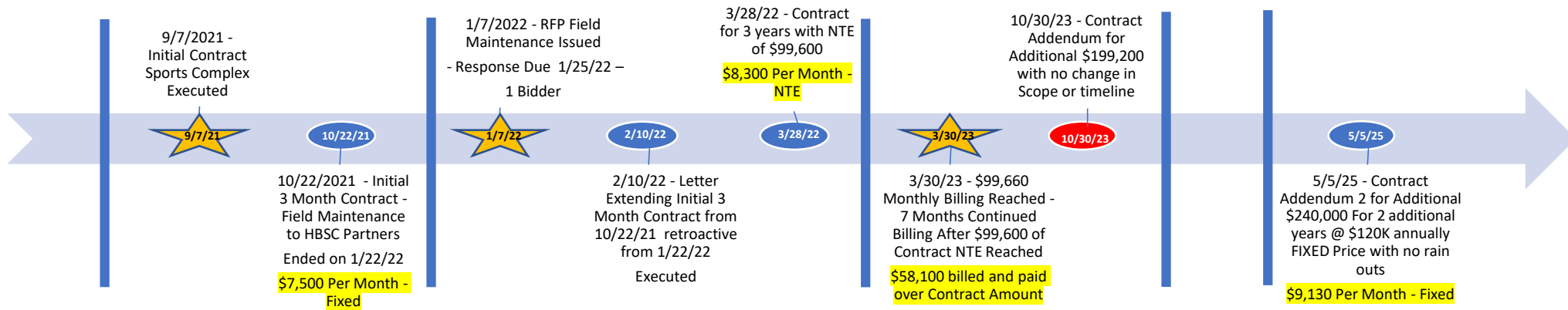
Amount Due (USD): \$8,300.00

[Pay Securely Online](#)

[Bank
Payment](#)

link.waveapps.com/s5yt64-sbwc2z

Contract Addendum 1 – 10/30/23 - Issues



- The city STAFF issued an addendum to the contract that added another \$199,000 on 10/30/23 to the contract with no change in scope or services required.
 - See page 7 here - <https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5779260&searchid=cc66ab52-8ada-419e-a724-7bceb42beba6>
- Since this is a Service Contract – no council approval needed for adding \$199,200 to an existing contract with no change in scope or timeline. All done by staff using line item annual budgets

Contract Addendum 1 - Issues

- \$199,200 added with **no change** in Scope or Timeline
- Original contract was \$99,600 so this tripled the contract spending and raised the contract amount to \$298,800
- See page 7 here - <https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5779260&searchid=cc66ab52-8ada-419e-a724-7bceb42beba6>

AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
HBSC PARTNERS, LLC
FOR
OUTER FIELD MAINTENANCE PREPARATION

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "City," and HBSC PARTNERS, LLC a California Limited Liability Company, hereinafter referred to as "Contractor."

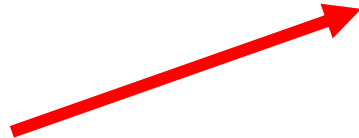
WHEREAS, City and Consultant are parties to that certain agreement, dated March 28, 2022, entitled "Service Agreement Between the City of Huntington Beach and HBSC Partners, LLC for Outer Field Maintenance Preparation" which agreement shall hereinafter be referred to as the "Original Agreement"; and

City and Consultant wish to amend the Original Agreement to increase the amount of compensation to be paid to Contractor,

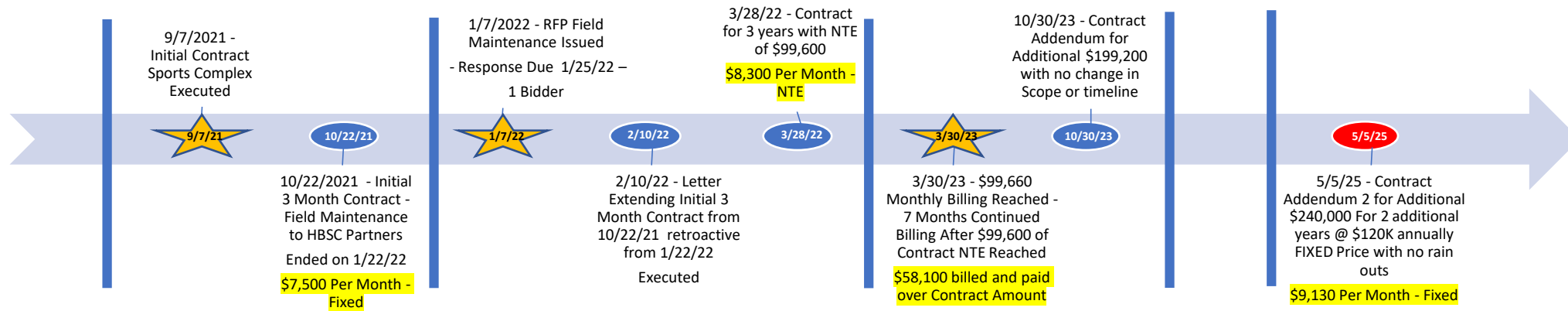
NOW, THEREFORE, it is agreed by City and Contractor as follows:

1. ADDITIONAL COMPENSATION

In consideration of the services to be performed under the Original Agreement, City agrees to pay Contractor at the rates specified in Exhibit B which is attached hereto and incorporated by reference into this Agreement. City further agrees to pay Consultant an additional sum not to exceed One Hundred Ninety Nine Thousand Two Hundred Dollars (\$199,200.00). The additional sum shall be added to the original sum of Ninety Nine Thousand Six Hundred Dollars (\$99,600.00), for a new contract amount not to exceed Two Hundred Ninety Eight Thousand Eight Hundred Dollars (\$298,800.00).



Contract Addendum 2 – 5/5/25 - Issues



- Addendum 2 added at end of 3 year initial term for 2 additional years on 5/5/25
- No competitive bidding
- Compensation raised to FIXED PRICE rather than Not To Exceed and raised from \$8,300 to \$9,130 with no Rain Outs meaning the city pay even when there are rainy days and games cannot be played
- Total contract that started at \$22,500 for 3 months in September, 2021 is now **\$571,750 over a 65 months** period.

Contract Addendum 2 – 5/5/25 - Issues

- No competitive bidding
- Service contract so requires no city council approval
- See pages 2 and 3 here - <https://records.huntingtonbeachca.gov/WebLink/DocView.aspx?id=5779260&searchid=c66ab52-8ada-419e-a724-7bceb42beba6>

AMENDMENT NO. 2 TO AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
HBSC PARTNERS, LLC
FOR
OUTER FIELD MAINTENANCE PREPARATION

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "City," and HBSC PARTNERS, LLC, a California Limited Liability Company, hereinafter referred to as "Contractor."

WHEREAS, City and Contractor are parties to that certain agreement, dated March 28, 2022, entitled "Service Agreement Between the City of Huntington Beach and HBSC Partners, LLC for Outer Field Maintenance Preparation" which agreement shall hereinafter be referred to as the "Original Agreement"; and

City and Contractor wish to amend the Original Agreement to extend the term increase the amount of compensation to be paid to Contractor,

NOW, THEREFORE, it is agreed by City and Contractor as follows:

1. ADDITIONAL COMPENSATION

In consideration of the services to be performed under the Original Agreement, City agrees to pay Consultant at the rates specified in Exhibit B which is attached hereto and incorporated by reference into this Agreement. City further agrees to pay Consultant an additional sum not to exceed Two Hundred Forty Thousand Dollars (\$240,000.00). The additional sum shall be added to the original sum of Two Hundred Ninety-Eight Thousand Eight Hundred Dollars (\$298,800.00), for a new contract amount not to exceed Five Hundred Thirty-Eight Thousand Eight Hundred Dollars (\$538,800.00).

2. TERM

The term of the Agreement is extended for two additional years until March 27, 2027.

3. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions for the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on May 5, 2025, 2022:

HBSC PARTNERS, LLC

By: Mark Plystead
print name

ITS: (circle one) Chairman/President/Vice President

AND
By: EARNEST MARCHBANK
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: Pat Barnes
Mayor

By: Asia Rene Barnes
City Clerk 5/5/25

INITIATED AND APPROVED:

By: Ashley Wyo
Director of Community & Library Services

APPROVED AS TO FORM:

By: Jim V
City Attorney pc

Questions

1 – Please outline an Overview of RFP and Selection Process

2 – Who decides to outsource services that were rendered by the city in the past? What is the process for that and what reviews are performed?

3 - What were the annual costs of field maintenance for the six outlying fields from 2017 through 2020 when this work was performed by city staff?

4 - An initial three-month contract for \$22,500 was issued to HBSC Partners on October 22, 2021.

- Which vendors submitted bids for this contract?
- Was a formal Request for Proposals (RFP) required?
- By what process was this contract extended indefinitely until a new agreement was executed?
- Who authorized this open-ended extension, and what funding source was used?

5 - The initial contract does not include signatures from the city clerk, city manager, or mayor, despite contract language requiring the mayor's signature.

- How was this allowed to occur?

6 - Neither the contract nor the extension letter was filed with the city clerk, making them unavailable to the public or to bidders responding to the subsequent RFP.

- Is this standard practice?
- Would the contract not be considered incomplete or invalid until executed by the mayor?

7 - The RFP issued on January 7, 2022 for field maintenance did not disclose that an existing contract was already in place with a company that was also bidding.

- Why was this information omitted?

8 - The RFP received only one bid and remained open for just 18 days.

- Why was the bidding period not extended to encourage competitive proposals, particularly given that the selected vendor was a newly formed company with no prior experience before receiving the October 22, 2021 contract?

9 - Who served on the selection committee for the RFP? Is it possible to speak with them?

10 - The initial three-year contract included a not-to-exceed (NTE) amount of \$99,600.

- The vendor billed the full amount within 12 months and continued to receive payments for an additional seven months, despite the NTE limit having been exceeded - how was this permitted?

11 - Amendment No. 1 added \$199,000 on October 30, 2023 without any change in scope or duration.

- What was the justification for this increase?

12 - After the initial three-year term expired, the city did not pursue a competitive bid and instead extended the contract for an additional two years at a fixed monthly rate of \$9,300, with no credits for rain-outs.

- What was the rationale for approving this extension under those terms?

13 - A former city employee was included in HBSC Partners' January 2022 bid, despite having performed the same work for the city for the previous ten years.

- Is this practice typical, and is it permissible under applicable laws and policies?

14 – The contract requires invoices with a detailed description of the tasks performed in 15 minute increments. The current bills do list any activities and simply list an amount due with a short description.

- Isn't this a violation of the contract and why is this being allowed to happen?

15 - Who decides to extend the contract into the optional year(s) and how is that decision reviewed?