



CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda

Tuesday, July 21, 2026

6:00 PM

**City Council Chambers
77 Fair Drive**

***Note: All agency memberships are reflected in the title "Council Member"**

The City Council meetings are presented in a hybrid format, both in-person at City Hall and virtually via Zoom Webinar.

Closed Captioning is available via the Zoom option in English and Spanish.

Los subtítulos están disponibles a través de la opción Zoom en inglés y español.

TRANSLATION SERVICES AVAILABLE / SERVICIOS DE TRADUCCIÓN DISPONIBLE

Please contact the City Clerk at (714) 754-5225 to request language interpreting services for City meetings. Notification at least 48 hours prior to the meeting will enable the City to make arrangements.

Favor de comunicarse con la Secretaria Municipal al (714) 754-5225 para solicitar servicios de interpretación de idioma para las juntas de la Ciudad. Se pide notificación por lo mínimo 48 horas de anticipación, esto permite que la Ciudad haga los arreglos necesarios.

Members of the public can view the City Council meetings live on COSTA MESA TV (SPECTRUM CHANNEL 3 AND AT&T U-VERSE CHANNEL 99) or http://costamesa.granicus.com/player/camera/2?publish_id=10&redirect=true and online at [youtube.com/costamesatv](https://www.youtube.com/costamesatv).

Members of the public are welcome to speak during the meeting when the Mayor opens the floor for public comment. There is no need to register in advance or complete a comment card. When it's time to comment, line up at one of the two podiums in the room and wait for your turn. Each speaker will have up to 3 minutes (or as directed) to address the City Council.

All attendees must remain seated while in the chamber until instructed by the Presiding Officer to approach and line up for public comment. To ensure safety and maintain order during the proceedings, standing or congregating in the aisles or foyer is strictly prohibited.

To maintain a respectful and orderly atmosphere during the meeting, attendees shall refrain from using horns or amplified speakers. Signs and props may be brought into the Chamber, provided they do not exceed 11 inches by 18 inches in size and do not hinder the visibility of other attendees. The possession of poles, sticks, or stakes is strictly prohibited.

Further information regarding the City's regulations on addressing the City Council and expected conduct during meetings are available at the following links.

Title 2: Administration

§ 2-61: Conduct while addressing the council.

<https://ecode360.com/42609578>

Title 2: Administration

§ 2-64: Disorderliness by members of the audience.

<https://ecode360.com/42609598>

The public may participate via the Zoom option.

Zoom Webinar:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/85932574024?pwd=OMZiEfzHStCbhhTKIs5G2PGqFJ9YXI.1>

Or sign into Zoom.com and "Join a Meeting"

Enter Webinar ID: 859 3257 4024/ Password: 053290

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

Participate via telephone:

Call: 1 669 900 6833 Enter Webinar ID: 859 3257 4024/ Password: 053290

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

Note, if you have installed a zoom update, please restart your computer before participating in the meeting.

Additionally, members of the public who wish to make a written comment on a specific agenda item, may submit a written comment via email to the City Clerk at cityclerk@costamesaca.gov. Any written communications, photos, or other materials for copying and distribution to the City Council that are 10 pages or less, can be e-mailed to cityclerk@costamesaca.gov, submitted to the City Clerk's Office on a flash drive, or mailed to the City Clerk's Office. Note that records submitted by the public will not be redacted in any way and will be posted online as submitted, including any personal contact information. Comments received by 12:00 p.m. on the day of the meeting will be provided to the City Council, made available to the public, and will be part of the meeting record.

All pictures, PowerPoints, and videos submitted for display at a public meeting must be previously reviewed by staff to verify appropriateness for general audiences. No links to YouTube videos or other streaming services will be accepted, a direct video file will need to be emailed to staff prior to each meeting in order to minimize complications and to play the video without delay. The video must be one of the following formats, .mp4, .mov or .wmv. Only one file may be included per speaker for public comments, for both videos and pictures. Please e-mail to the City Clerk at cityclerk@costamesaca.gov NO LATER THAN 12:00 Noon on the date of the meeting. If you do not receive confirmation from the city prior to the meeting, please call the City Clerks office at 714-754-5225.

Items submitted for the overhead screen should be 1 page and provided to the City Clerk no later than 15 minutes prior to the start of the meeting.

Please know that it is important for the City to allow public participation at this meeting. If you are unable to participate in the meeting via the processes set forth above, please contact the City Clerk at (714) 754-5225 or cityclerk@costamesaca.gov and staff will attempt to accommodate you. While the City does not expect there to be any changes to the above process for participating in this meeting, if there is a change, the City will post the information as soon as possible to the City's website.

Note regarding agenda-related documents provided to a majority of the City Council after distribution of the City Council agenda packet (GC §54957.5): Any related documents provided to a majority of the City Council after distribution of the City Council Agenda Packets will be made available for public inspection. Such documents will be posted on the city's website and will be available at the City Clerk's office, 77 Fair Drive, Costa Mesa, CA 92626.

All cell phones and other electronic devices are to be turned off or set to vibrate . Members of the audience are requested to step outside the Council Chambers to conduct a phone conversation.

Free Wi-Fi is available in the Council Chambers during the meetings. The network username available is: CM_Council. The password is: cmcouncil1953.

As a LEED Gold Certified City, Costa Mesa is fully committed to environmental sustainability. A minimum number of hard copies of the agenda will be available in the Council Chambers. For your convenience, a binder of the entire agenda packet will be at the table in the foyer of the Council Chambers for viewing. Agendas and reports can be viewed on the City website at <https://costamesa.legistar.com/Calendar.aspx>. Las agendas y los informes se pueden ver en español en el sitio web de la Ciudad en <https://www.costamesaca.gov/trending/current-agendas/spanish-city-council-agendas>.

In compliance with the Americans with Disabilities Act, Assistive Listening headphones are available and can be checked out from the City Clerk. If you need special assistance to participate in this meeting, please contact the City Clerk at (714) 754-5225. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II].

En conformidad con la Ley de Estadounidenses con Discapacidades (ADA), aparatos de asistencia están disponibles y podrán ser prestados notificando a la Secretaria Municipal. Si necesita asistencia especial para participar en esta junta, comuníquese con la oficina de la Secretaria Municipal al (714) 754-5225. Se pide dar notificación a la Ciudad por lo mínimo 48 horas de anticipación para garantizar accesibilidad razonable a la junta. [28 CFR 35.102.35.104 ADA Title II].

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

JULY 21, 2026 – 6:00 P.M.

JOHN STEPHENS
Mayor

MANUEL CHAVEZ
Mayor Pro Tem - District 4

ANDREA MARR
Council Member - District 3

ARLIS REYNOLDS
Council Member - District 5

LOREN GAMEROS
Council Member - District 2

JEFF PETTIS
Council Member - District 6

MIKE BULEY
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

CECILIA GALLARDO-DALY
City Manager

CALL TO ORDER

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

MOMENT OF SOLEMN EXPRESSION

[Per Council Policy 000-12, these presentations are made by community volunteers stating their own views. The City Council disclaims any intent to endorse or sponsor the views of any speaker.]

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS:

1. Recognition of the Costa Mesa Little League Teams

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Comments on Presentations and Consent Calendar items may also be heard at this time. Comments are limited to 3 minutes, or as otherwise directed.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Each council member is limited to 3 minutes. Additional comments will be heard at the end of the meeting.

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

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be acted upon in one motion. There will be no separate discussion of these items unless members of the City Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for discussion.

1. [**PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL 26-344 ORDINANCES AND RESOLUTIONS**](#)

RECOMMENDATION:

City Council and Housing Authority approve the reading by title only and waive further reading of Ordinances and Resolutions.

2. [**READING FOLDER**](#) [**26-345**](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Roselle Bailey, Anthony Deak, Emma Romero Gaona, Jessie Lynn Henderson, Austin Hoskins, Laura Laidlaw, Eloisa Tadeo, Mayra Guadalupe Alvarez Tadeo.

3. **[ADOPTION OF WARRANT RESOLUTION](#)** **[26-292](#)**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2757.

Attachments: [1. Summary Check Registration 6-4-2026](#)

4. **[MEMORANDUM OF UNDERSTANDING WITH THE CITY OF IRVINE 26-331](#)**
[FOR USE OF BEDS AT THE COSTA MESA BRIDGE SHELTER](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Memorandum of Understanding with the City of Irvine for access to beds, as available, at the Costa Mesa Bridge Shelter for a period of one year from August 1, 2026 to July 31, 2027.
2. Authorize the City Manager and City Clerk to execute all agreements and any amendments to the agreement as needed.

Attachments: [1. CM Irvine MOU for Per Diem Beds 8-1-26](#)

5. **[APPROVE THE PURCHASE OF A CATERPILLAR 938 WHEEL 26-328](#)**
[LOADER](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the use of Sourcewell Public Sector National Cooperative Agreement No. 011723-CAT with Caterpillar Inc. for the purchase of one (1) 2026 Caterpillar 938 Wheel Loader in the amount of \$349,368.97.
2. Authorize the City Manager to execute all necessary documents for the above purchase.

Attachments: [1. Sourcewell Contract](#)

6. [ACCEPTANCE OF THE 2024-2025 CITYWIDE PARKWAY 26-330 MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT, CITY PROJECT NO. 24-03](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work performed by Onyx Paving Company, Inc., 2890 East La Cresta Avenue, Anaheim, California 92806 for the 2024-2025 Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project, City Project No. 24-03, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond one (1) year after the filing date.

Attachments: [1. Location Maps](#)
[2. Final Cost Summary](#)
[3. CWA Final Report by Solis Group](#)

7. [TRAFFIC MANAGEMENT SERVICES AGREEMENTS WITH THE 32ND 26-332 DISTRICT AGRICULTURAL ASSOCIATION](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the 2026 agreement between the City and the 32nd District Agricultural Association for traffic management services for the Orange County Fair.
2. Approve the 2026 agreement between the City and the 32nd District Agricultural Association for traffic management services for all designated year-round events at the Orange County Fair and Event Center (OCFEC).
3. Authorize the City Manager, or their designee, to execute the agreements.
4. Authorize the City Manager, or their designee, to execute any amendments to the agreements, including but not limited to, amendments increasing the maximum compensation to be paid to the City.

Attachments: [1. OC Fair Contracts](#)

AT THIS TIME COUNCIL WILL ADDRESS ANY ITEMS PULLED FROM THE CONSENT
CALENDAR

-----END OF CONSENT CALENDAR-----

PUBLIC HEARINGS: NONE.

(Pursuant to Resolution No. 05-55, Public Hearings begin at 7:00 p.m.)

OLD BUSINESS: NONE.

NEW BUSINESS:

1. [**FLOCK SAFETY AUTOMATED LICENSE PLATE READER \(ALPR\) 26-315
REPORT AND PRESENTATION**](#)

RECOMMENDATION:

Based on the demonstrated success of the Costa Mesa Police Department's Automated License Plate Reader (ALPR) program, staff recommends that the City Council approve the continued use of Flock Safety ALPR system.

Attachments: [1. Flock User Agreement](#)
[2. Flock Safety Policy for Responding to Legal Process for
Customer Data](#)

2. [CITY BALLOT INITIATIVES PERTAINING TO BUSINESS LICENSE 26-333 REFORM AND TRANSIENT OCCUPANCY TAX](#)

RECOMMENDATION:

Staff requests that the City Council take action on the placement of the following two ballot measure(s) on the November 3, 2026, ballot.

1. Determine whether to place the Business License Reform measure on the November 3, 2026 ballot by adoption of the following resolutions:
 - a. Adopt Resolution 2026-xx (Attachment 1): Ordering the submission to the qualified electors of the City of Costa Mesa “The Costa Mesa Fair Business License Reform, Small Business Protection Measure” at the General Election to be held on Tuesday, November 3, 2026, as called by Resolution No. 2026-21.
 - b. Adopt Resolution 2026-xx (Attachment 3): Requesting the Orange County Board of Supervisors to consolidate a General Municipal Election to be held on Tuesday, November 3, 2026, with the Statewide General Election to be held on the date pursuant to section 10403 of the Elections Code.
 - c. Adopt Resolution 2026-xx (Attachment 4): Authorizing written arguments for or against the proposed measure “The Costa Mesa Fair Business License Reform, Small Business Protection Measure,” setting priorities for filing written arguments, determining the authors of the written arguments, and directing the City Attorney to prepare an impartial analysis; and
 - d. Adopt Resolution 2026-xx (Attachment 5): Authorizing the filing of rebuttal arguments for “The Costa Mesa Fair Business License Reform, Small Business Protection Measure”; and
2. Receive and file the report pertaining to a potential Transient Occupancy Tax (TOT) measure.

Attachments: [1. Resolution Calling Election for Measure](#)

[2. Draft Code Amendment](#)

[3. Resolution Consolidating Election for Ballot Measure](#)

[4. Resolution Authorizing Arguments and Impartial Analysis for Ballot Measure](#)

[5. Resolution Authorizing Rebuttals for Ballot Measure](#)

[6. Facilities Master Plan Executive Summary with Deferred Costs](#)

[7. Park Assessment and Estimates Summary](#)

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

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-344

Meeting Date: 7/21/2026

TITLE:

PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL ORDINANCES AND RESOLUTIONS

RECOMMENDATION:

City Council and Housing Authority approve the reading by title only and waive further reading of Ordinances and Resolutions.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-345

Meeting Date: 7/21/2026

TITLE:

READING FOLDER

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

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Roselle Bailey, Anthony Deak, Emma Romero Gaona, Jessie Lynn Henderson, Austin Hoskins, Laura Laidlaw, Eloisa Tadeo, Mayra Guadalupe Alvarez Tadeo.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-292

Meeting Date: 7/21/2026

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: FINANCE DEPARTMENT

PRESENTED BY: MARK KHOU, BUDGET & PURCHASING MANAGER

CONTACT INFORMATION: MARK KHOU, BUDGET & PURCHASING MANAGER AT (714) 754-5241

RECOMMENDATION:

City Council approve Warrant Resolution No. 2757.

BACKGROUND:

In accordance with Section 37202 of the California Government Code, the Director of Finance or their designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

FISCAL REVIEW:

Funding Payroll Register No. 26-11 "A" Off Cycle for 388.69 and 26-12 On Cycle for \$4,143,633.59, and City operating expenses for \$1,440,239.10.

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259297	06/02/26	P	OCY Management LLC	0000031370	55,175.50
			Line Description:	Medical Transportation for Feb Med Trans Med Apr 26 Medical Transpo Mar 26	
TOTAL					\$55,175.50

20,227.65
56,166.11
55,175.50
1,306,052.66
2,617.18

\$ 1,440,239.10

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259298	06/05/26	P	AYCE, Inc	0000031696	15,801.52
		Line Description:	CAD Drafting Svs-May 2026 CAD Drafting Svs-Mar 2026 CAD Drafting Svs-Apr 2026		
0259299	06/05/26	P	CI Services Inc	0000022211	19,950.00
		Line Description:	NHCC Roof Proj #25-05/210025 Retention Proj #25-05/#210025		
0259300	06/05/26	P	Dell Computer Corp	0000001962	15,455.98
		Line Description:	ENVIRONMENTAL FEE SALES TAX (7.75%) IT REPLACEMENT EQUIPMENT		
0259301	06/05/26	P	EPD Solutions	0000024516	15,923.75
		Line Description:	396 E 21st St Consulting-Apr26		
0259302	06/05/26	P	FALCK MOBILE HEALTH CORP.	0000019807	209,075.00
		Line Description:	Ambulance Svc 5/1-5/15/26 Surge Unit Rate-Apr 2026 Ambulance Svc 5/16-5/31/26		
0259303	06/05/26	P	GameTime	0000009097	96,384.59
		Line Description:	Enclosed Tot Seat Playground Equipment		
0259304	06/05/26	P	Immigrant Defenders Law Center	0000031775	30,000.00
		Line Description:	Legal Svc Jan-Mar 2026		
0259305	06/05/26	P	Jeanie O'Keefe	0000031779	52,569.92

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Injury Claim Stlmnt-4/2/24		
0259306	06/05/26	P	Kabbara Engineering	0000002795	52,148.00
			<i>Line Description:</i> NP Road Rehab 3/19-4/14/26 NP Road Rehab 11/1/25-1/31/26		
0259307	06/05/26	P	Lyons Security Service Inc	0000027168	23,814.00
			<i>Line Description:</i> 24 hr security for Lions Park		
0259308	06/05/26	P	Metro Builders & Engineering Ltd	0000006443	372,791.88
			<i>Line Description:</i> City Proj 24-12 Tewinkle Park Retention City Proj 24-12/231		
0259309	06/05/26	P	OCEMT Corp	0000007421	16,370.00
			<i>Line Description:</i> SHIPPING COURSE MATERIALS OCEMT PARAMEDIC CLASS 25 TUITI		
0259310	06/05/26	P	Pinnacle Petroleum, Inc	0000029315	27,275.76
			<i>Line Description:</i> 87 Reg Unleaded Carb Eth		
0259311	06/05/26	P	SFHY Enterprise LLC	0000031900	20,000.00
			<i>Line Description:</i> Refund Permit EENC-25-0428		
0259312	06/05/26	P	Scott Yocum	0000031899	18,000.00
			<i>Line Description:</i> Refund Permit EENC-24-0934		
0259313	06/05/26	P	Southern California Edison Company	0000004088	26,210.72
			<i>Line Description:</i> St Lights on Adams Ave		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259314	06/05/26	P	4Leaf Inc	0000029711	3,996.67
			Line Description: Plan Review-Mar 2026		
0259315	06/05/26	P	A & A Wiping Cloth Inc	0000018633	2,844.60
			Line Description: Warehouse Stock		
0259316	06/05/26	P	AFH NCRC Beach Blvd LP	0000031697	353.00
			Line Description: Rental Assistance-D Fisher		
0259317	06/05/26	P	ARC	0000022726	734.07
			Line Description: Sponsorship Deck Booklet		
			2026 ICSC Collateral		
			Fire Flipbook		
			Skate Pk Plans		
0259318	06/05/26	P	AT & T	0000001107	183.76
			Line Description: Internet-Tennis Ctr		
			Phone-Tennis Ctr		
0259319	06/05/26	P	AT & T	0000001107	2,440.06
			Line Description: Sr Ctr Fire Alarm		
			Senior Center Elevator		
			Lions Park		
			Fire Sta#1 Fire Alarm System		
			2310 Placentia Irrigation		
			Red Phone Fire Sta#6		
			Red Phone Fire Sta#4		
			Red Phone Fire Sta#1		
			Red Phone Fire Sta#2		
			Red Phone Fire Sta#3		
			Red Phone Fire Sta#5		
			PRI Circuit Inbound Trunk		
			Balearic Center Fax		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Local Usage Fire Emergency Line NHCC Fire Alarm Lions Park Baseball Field DRC Fire Alarm WSS Alarm Jack Hamett Sports Complex		
0259320	06/05/26	P	Adventist Health	0000031873	1,579.22
			Line Description: Refund Ambulance Fee		
0259321	06/05/26	P	Aetna	0000028711	1,271.00
			Line Description: Refund Ambulance Fee		
0259322	06/05/26	P	Amtech Elevator Services	0000013616	1,728.00
			Line Description: CH Elevator Maint-May 2026		
0259323	06/05/26	P	Beau Hossler	0000029714	70.00
			Line Description: Basketball Referee 5/27/26		
0259324	06/05/26	P	Belshire Environmental Services Inc	0000020442	6,689.28
			Line Description: Leak Detector Replace-FS #2 VST Nozzle Replacement-PD System Short Repair-FS #6		
0259325	06/05/26	P	Benjamin Hale	0000031896	78.64
			Line Description: Stale Date Ck #2036648		
0259326	06/05/26	P	Blue Shield of California	0000028683	1,294.77
			Line Description: Refund Ambulance Fee Refund Ambulance Fee		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Refund Ambulance Fee		
0259327	06/05/26	P	Bound Tree Medical LLC	0000011695	3,299.31
			Line Description: EMS Supplies		
0259328	06/05/26	P	Bracken's Kitchen Inc	0000029468	14,121.19
			Line Description: CMBS Meals 5/4-5/17/26		
0259329	06/05/26	P	Bucknam Infrastructure Group Inc	0000021371	10,498.38
			Line Description: 1015 PMP Report		
0259330	06/05/26	P	Bureau Veritas North America Inc	0000016616	921.04
			Line Description: Fire Plan Review		
0259331	06/05/26	P	CAP Inc	0000031895	829.21
			Line Description: Refund BIRF-26-0082		
0259332	06/05/26	P	CSG Consultants Inc	0000001887	5,107.87
			Line Description: Bldg Plan Review-Apr 2026		
0259333	06/05/26	P	CalOptima	0000027839	1,189.48
			Line Description: Refund Ambulance Fee		
0259334	06/05/26	P	Cameron Eastman	0000031886	351.84
			Line Description: Refund Permit BPCR-26-0145		
0259335	06/05/26	P	Canon Financial Services Inc	0000023241	1,624.20
			Line Description: Copier Lease-May 2026		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259336	06/05/26	P	Carl Warren & Company	0000001578	4,192.50
			Line Description: Claim Admin Fee-May 2026		
0259337	06/05/26	P	Cecil Kepner	0000031877	43.50
			Line Description: Refund Citation CM040034025		
0259338	06/05/26	P	Chandler Asset Management	0000022081	4,679.92
			Line Description: Investment Mgmt Svc-Apr 2026		
0259339	06/05/26	P	Chris Osborne	0000031875	2,664.11
			Line Description: Refund Ambulance Fee		
0259340	06/05/26	P	City of Huntington Beach	0000002599	600.00
			Line Description: Booking Fee-Apr 2026		
0259341	06/05/26	P	CityGreen Consulting, LLC	0000030471	11,342.50
			Line Description: Consulting Svc 3/16-4/30/26		
0259342	06/05/26	P	Claire M Sacks	0000002946	2,300.00
			Line Description: Jail Med Svc Review FY 2024-25		
0259343	06/05/26	P	Continental Interpreting Services Inc	0000024355	1,750.00
			Line Description: Interpreting Svc-5/5/26		
			Interpreting Svc-Pk Mtng		
			Interpreting Svc-Pk Mtng		
0259344	06/05/26	P	CopWare Inc	0000014730	2,025.00
			Line Description: CA Peace Officers Legal Source		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259345	06/05/26	P	County of Orange	0000007209	2,854.94
		<i>Line Description:</i>	PD Radio Repair Dec 25 FD Radio Repair Dec 25		
0259346	06/05/26	P	County of Orange	0000003486	213.75
		<i>Line Description:</i>	Traffic Signal Maint Jan-Mar26		
0259347	06/05/26	P	Daniels Tire Service	0000001922	1,962.15
		<i>Line Description:</i>	Warehouse Stock Pick up/Disposal Used Tires Warehouse Stock Warehouse Stock Pick up & Disposal Used Tires		
0259348	06/05/26	P	Daphine Eby	0000031892	210.61
		<i>Line Description:</i>	Refund Ambulance Fee		
0259349	06/05/26	P	Department of Health Care Services	0000027110	106.38
		<i>Line Description:</i>	Refund Ambulance Fee		
0259350	06/05/26	P	Dokken Engineering	0000002020	425.00
		<i>Line Description:</i>	Developing Caltrans QAP Report		
0259351	06/05/26	P	Dolly Doran	0000031874	544.57
		<i>Line Description:</i>	Refund Ambulance Fee		
0259352	06/05/26	P	Erica Aviles	0000031893	668.99
		<i>Line Description:</i>	Refund Ambulance Fee		
0259353	06/05/26	P	Everett Dorey LLP	0000026882	1,163.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Legal Svc-Apr 2026		
0259354	06/05/26	P	Fed Ex	0000002190	102.99
			Line Description: Ground Delviery Ground Delivery		
0259355	06/05/26	P	Ferguson Enterprises Inc #1350	0000007785	1,191.21
			Line Description: Plumbing Supplies Plumbing Supplies Plumbing Supplies Plumbing Supplies Plumbing Supplies Plumbing Supplies Plumbing Supplies		
0259356	06/05/26	P	FireStats LLC	0000026188	1,250.00
			Line Description: Data Analysis Tools-May 2026		
0259357	06/05/26	P	First Choice Service	0000023961	1,152.52
			Line Description: Coffee & Water Svc-4/2/26 Coffee & Water Svc-4/23/26		
0259358	06/05/26	P	Fortel Traffic Inc	0000015480	641.11
			Line Description: Mounting Bracket for Solar Pan		
0259359	06/05/26	P	Fuel Pros Inc	0000026476	750.00
			Line Description: FS #6 DO Inspctn-Jun 2026 CY DO Inspectn-Jun 2026 FS #2 DO Inspectn-Jun 26		
0259360	06/05/26	P	Galls LLC	0000002297	3,752.14

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Credit Uniform-Trevino Uniform-Gutierrez Uniforms-Liang Uniform-Cardenas Uniform+Alvarado Uniform-Gomez Uniform-Trevino Uniform-Rogers Uniform-Ortiz Uniforms Uniform Uniform Sgt. J Chartier Uniform Officer Z. Robertson Uniform-Rogers		
0259361	06/05/26	P	Gensler	0000031100	7,895.99
			<i>Line Description:</i> March/April-Fuel CompiledReprt		
0259362	06/05/26	P	Green Choice Design Group Inc	0000021689	6,900.00
			<i>Line Description:</i> FW Pk Wetlands Pump Proj		
0259363	06/05/26	P	Health Net	0000028690	754.48
			<i>Line Description:</i> Refund Ambulance Fee		
0259364	06/05/26	P	Hinderliter De Llamas & Associates	0000002537	3,950.00
			<i>Line Description:</i> Cannabis Aduit Svc-Jan 2026		
0259365	06/05/26	P	Imran Bashir	0000031890	535.42
			<i>Line Description:</i> Refund Ambulance Fee		
0259366	06/05/26	P	Inland Empire Health Plan	0000031887	686.74
			<i>Line Description:</i> Refund Ambulance Fee		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259367	06/05/26	P	Jack Denning	0000031907	156.50
			Line Description: Refund Citation CM020030342		
0259368	06/05/26	P	James Hammel	0000031889	125.93
			Line Description: Refund Ambulance Fee		
0259369	06/05/26	P	James Snordan	0000029974	210.00
			Line Description: Basketball Referee-5/27/26 Basketball Referee 6/1/26		
0259370	06/05/26	P	Joe Mar Polygraph	0000030910	250.00
			Line Description: Polygraph Exam-4/21/26		
0259371	06/05/26	P	Johnson Controls Fire Protection LP	0000026089	107.46
			Line Description: Hood System Cleaning-DRC		
0259372	06/05/26	P	Kaiser Foundation Health Plan	0000030569	2,675.67
			Line Description: Refund Ambulance Fee		
0259373	06/05/26	P	Kaiser Foundation Health Plan	0000030569	528.54
			Line Description: Refund Ambulance Fee		
0259374	06/05/26	P	Kaiser Foundation Health Plan	0000030569	604.84
			Line Description: Refund Ambulance Fee		
0259375	06/05/26	P	Kaiser Foundation Health Plan	0000030569	275.00
			Line Description: Refund Ambulance Fee		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259376	06/05/26	P	Kenneth Stewart	0000016424	193.64
			Line Description: Refund Ambulance Fee		
0259377	06/05/26	P	Kimley Horn & Associates Inc	0000005251	13,580.00
			Line Description: Traffic Impact Fee-3/31/26		
			Traffic Impact Fee-4/30/26		
0259378	06/05/26	P	Knorr Systems Inc	0000005036	3,044.18
			Line Description: PM for Boiler System at DRC Aq		
0259379	06/05/26	P	Landscape Structures Inc	0000024524	14,392.53
			Line Description: Playground Equipment for /Wake		
0259380	06/05/26	P	Langlois Fancy Frozen Foods	0000030651	176.21
			Line Description: Jail Food Services May 26		
0259381	06/05/26	P	Los Angeles Times	0000003000	3,876.27
			Line Description: Legal Advertising		
			NIB City Project 26-03		
			NIB Project 26-01		
0259382	06/05/26	P	Maintex Inc	0000014836	918.35
			Line Description: For Warehouse Floor Stock		
0259383	06/05/26	P	Manufactured Home Inspection, INC.	0000030219	13,550.00
			Line Description: Rehab Grant 525 Fairfax Dr#20		
0259384	06/05/26	P	Medicare	0000031897	806.75
			Line Description: Refund Ambulance Fee		
			Refund Ambulance Fee		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259385	06/05/26	P	Merrimac Energy Group	0000021566	4,482.12
			Line Description: FS #3 Diesel Fule Tank #13		
0259386	06/05/26	P	Metro Fluid Connectors, Inc.	0000031883	2,462.66
			Line Description: Stock-Cylinder Seal Kit		
0259387	06/05/26	P	Monarch Health Plan	0000028699	650.69
			Line Description: Refund Ambulance Fee		
0259388	06/05/26	P	National Band & Tag Company	0000005464	528.38
			Line Description: Animal License Tags		
0259389	06/05/26	P	Nikkis Flags	0000003354	946.05
			Line Description: For Warehouse floor stock		
0259390	06/05/26	P	Noridian Medicare JE Part B	0000028718	405.43
			Line Description: Refund Ambulance Fee		
0259391	06/05/26	P	O Neil Storage	0000018395	137.63
			Line Description: Doc Storage 5/1-5/31/26		
0259392	06/05/26	P	OC Audio Visual Solutions	0000023391	2,850.00
			Line Description: Audio & Visual Services for Em		
0259393	06/05/26	P	Occu Med	0000003388	3,639.64
			Line Description: Pre-Employment Physicals		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259394	06/05/26	P	Office Depot	0000003394	6,279.48
		<i>Line Description:</i>	Office Supplies-Maintenance		
			Office Supplies-Engineering		
			Office Supplies-Telecom Op		
			Office Supplies-Police CSI		
			Office Supplies-City Clerk		
			Office Supplies-Finance		
			Office Supplies-CMO		
			Office Supplies-Police Jail		
			Office Supplies-Public Svcs Ad		
			Office Supplies-Police Traffic		
			Office Supplies-Telecom Emerg		
			Office Supplies-PD Field Ops		
			Office Supplies-Police admin		
			Office Supplies-Admin svs Rec		
			Office Supplies-Police Invest		
			Office Supplies-Police animal		
			Office Supplies-Police record		
			Office Supplies-Senior Center		
0259395	06/05/26	P	Omari Smith	0000029906	140.00
		<i>Line Description:</i>	Basketball Referee-6/1/26		
0259396	06/05/26	P	Orange County United Way	0000011831	2,950.00
		<i>Line Description:</i>	User Fee		
			User Access Point Fee		
0259397	06/05/26	P	Pacific Medical Waste	0000029793	199.90
		<i>Line Description:</i>	Biohazard Disposal May 26		
0259398	06/05/26	P	Pacific Plumbing of Southern California	0000030657	3,400.00
		<i>Line Description:</i>	Heller Park- Service Call		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259399	06/05/26	P	Pam Marshburn	0000019425	275.00
			Line Description: Refund Ambulance Fee		
0259400	06/05/26	P	Parkhouse Tire Inc	0000003556	869.16
			Line Description: 536- Tires		
0259401	06/05/26	P	Patricia Mira	0000031888	116.60
			Line Description: Refund Ambulance Fee		
0259402	06/05/26	P	Pyro Spectaculars Inc	0000029672	12,500.00
			Line Description: July 4th Firework Deposit		
0259403	06/05/26	P	Quinn Company	0000023844	9,337.20
			Line Description: Repair Unit 361		
0259404	06/05/26	P	Robyn Dao	0000031898	8,000.00
			Line Description: Refund Permit EENC-25-0697		
0259405	06/05/26	P	Rodolfo Zuniga	0000031908	500.00
			Line Description: Refund Permit EENC-25-0283		
0259406	06/05/26	P	Scan Health Plan	0000023172	506.78
			Line Description: Refund Ambulance Fee		
0259407	06/05/26	P	Scan Health Plan	0000023172	533.68
			Line Description: Refund Ambulance Fee		
0259408	06/05/26	P	Scan Health Plan	0000023172	360.71
			Line Description: Refund Ambulance Fee		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259409	06/05/26	P	Scott Fazekas & Associates Inc	0000003961	3,670.31
			Line Description: Consulting plan check svcs		
0259410	06/05/26	P	Siemens Industry Inc	0000002904	7,245.00
			Line Description: Equipment Repairs		
0259411	06/05/26	P	South Coast Air Quality Mgmt District	0000003939	172.49
			Line Description: FS4- Hot Spots Fee		
0259412	06/05/26	P	South Coast Air Quality Mgmt District	0000003939	763.54
			Line Description: SCAQMD 2026 Registration fee		
0259413	06/05/26	P	Southern California Edison Company	0000004088	2,542.99
			Line Description: FS#1 4/23-5/21/26		
			1952 Newport 4/29-5/28/26		
			3351 Sakioka 4/28-5/27/26		
			3349 Sakioka 4/28-5/27/26		
			2301 Harbor 4/27-5/26/26		
			2948 Bristol 4/17-5/17/26		
			348 E 17th 4/28-5/27/26		
			735 Baker 4/23-5/21/26		
			555 1/2 Paularino 4/24-5/25/26		
			2704 Harbor 4/23-5/21/26		
			867 Prospect 4/24-5/25/26		
			3120 Manistee 4/24-5/25/26		
0259414	06/05/26	P	Southern California Gas Company	0000004092	5,126.34
			Line Description: FS#1 4/24-5/27/26		
			Pool 4/21-5/21/26		
			FS#6 4/28-5/29/26		
			FS#5 4/22-5/22/26		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 567 W 18th 4/21-5/21/26 FS#3 4/21-5/21/26 FS#4 4/22-5/22/26 PD 4/22-5/22/26 2300 Placentia 2 4/22-5/22/26 2310 Placentia 4/22-5/22/26 Historical 4/21-5/21/26 Comms 4/22-5/22/26 BCC 4/24-5/27/26 FS#2 4/23-5/26/26 717 James 4/21-5/21/26 721 James 4/21-5/21/26 DRC 4/21-5/21/26 Sr Ctr 4/21-5/21/26		
0259415	06/05/26	P	Southland Industries	0000031685	929.02
			<i>Line Description:</i> DDL- Service call DDL- Service call		
0259416	06/05/26	P	Spectrum Gas Products	0000012653	549.74
			<i>Line Description:</i> Oxygen Medical Oxygen Medical Medical LG CYL Medical LG CYL rent Medical LG Cyl Rent Medical LG Cyl rent Medical LG Cyl Rent		
0259417	06/05/26	P	State Controllers Office	0000021803	3,500.00
			<i>Line Description:</i> FY 24-25 Annual Street Report		
0259418	06/05/26	P	T-Mobile USA	0000021384	96.84
			<i>Line Description:</i> ESIM to Phones for PD Team		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259419	06/05/26	P	Takako Clark	0000031891	150.00
			Line Description: Refund Ambulance Fee		
0259420	06/05/26	P	Taylor Rennie	0000031909	200.00
			Line Description: Refund Pemrit RGEN-24-3564		
0259421	06/05/26	P	The Rawlings Company LLC	0000006910	2,430.08
			Line Description: Injury Claim Sttlmnt-4/02/24		
0259422	06/05/26	P	Tricare	0000029184	103.42
			Line Description: Refund Ambulance Fee		
0259423	06/05/26	P	United Healthcare	0000028700	534.06
			Line Description: Refund Ambulance Fee		
0259424	06/05/26	P	United Industries	0000010867	1,923.34
			Line Description: For Warehouse Floor Stock		
0259425	06/05/26	P	Verizon Wireless	0000008717	8,289.13
			Line Description: WIRELESS PHONE 04/18-05/17/26		
			FIRE IPADS 4/18/26-05/17/26		
			WIRELESS PHONE 04/18-05/17/26		
			WIRELESS PHONE		
			WIRELESS PHONE 4/18-05/17/26		
			WIRELESS PHONE-Apr 26		
			WIRELESS PHONE 04/18-05/17/26		
0259426	06/05/26	P	Victoria Rodriguez-Zemtsev	0000031894	1,534.63
			Line Description: Refund Ambulance Fee		
			Refund Ambulance Fee		

Bank: CITY

Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0259427	06/05/26	P	Ware Disposal Inc	0000000255	8,118.80
			<i>Line Description:</i> May 2026 Bulky Item		
0259428	06/05/26	P	Waterline Technologies Inc	0000014520	343.72
			<i>Line Description:</i> Price Agreement		
					TOTAL \$1,306,052.66

Bank: CITY

Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259429	06/05/26	P	Pamela Lilly	0000025324	750.00
		Line Description: Payroll Deduction 26-12			
0259430	06/05/26	P	State of California	0000001546	475.40
		Line Description: Payroll Deduction 26-12			
0259431	06/05/26	P	State of California	0000001546	1,391.78
		Line Description: Payroll Deduction 26-12			
TOTAL					\$2,617.18

Bank: DDP1

Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
022203	06/01/26	P	Alan F Kent	0000006393	2,174.79
			Line Description: 1% Supplemental Pay Jun 26		
022204	06/01/26	P	Beckee Cost	0000016309	946.08
			Line Description: 1% Supplemental Pay Jun 26		
022205	06/01/26	P	Chris Morris	0000007439	2,500.00
			Line Description: Monthly LTD Payment-Jun 26		
022206	06/01/26	P	Danny Hogue	0000006802	1,137.03
			Line Description: 1% Supplemental Pay Jun 26		
022207	06/01/26	P	Darlene Bell	0000005602	580.54
			Line Description: 1% Supplemental Pay Jun 26		
022208	06/01/26	P	David A Dye	0000002065	260.90
			Line Description: 1% Supplemental Pay Jun 26		
022209	06/01/26	P	Edward Dryzmala	0000006686	1,377.28
			Line Description: 1% Supplemental Pay Jun 26		
022210	06/01/26	P	Gale Tusio	0000017460	233.08
			Line Description: 1% Supplemental Pay Jun 26		
022211	06/01/26	P	Harlan Pauley	0000003569	232.12
			Line Description: 1% Supplemental Pay Jun 26		
022212	06/01/26	P	James M Miller	0000007440	2,500.00

Bank: DDP1

Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Monthly LTD Payment Jun 26		
022213	06/01/26	P	Kathleen Zuorski	0000025225	504.52
			Line Description: 1% Supplemental Pay Jun 26		
022214	06/01/26	P	Levi Horne	0000031881	559.00
			Line Description: EVOC-San Bernardino		
022215	06/01/26	P	Linda Boylan	0000023340	57.98
			Line Description: 1% Supplemental Pay Jun 26		
022216	06/01/26	P	Matthew J Collett	0000001720	856.58
			Line Description: 1% Supplemental Pay Jun 26		
022217	06/01/26	P	Paul A Cappuccilli	0000007705	1,214.50
			Line Description: 1% Supplemental Pay Jun 26		
022218	06/01/26	P	Phil Dickens	0000005801	511.76
			Line Description: 1% Supplemental Pay Jun 26		
022219	06/01/26	P	Richard J Johnson	0000005620	1,255.66
			Line Description: 1% Supplemental Pay Jun 26		
022220	06/01/26	P	Thomas J Lazar	0000002925	1,703.25
			Line Description: 1% Supplemental Pay Jun 26		
022221	06/01/26	P	William H Bechtel	0000001224	1,622.58
			Line Description: 1% Supplemental Pay Jun 26		
TOTAL					\$20,227.65

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
022222	06/11/26	P	Adam Graham	0000031208	24.00
			Line Description: Standardized Field Sobriety		
022223	06/11/26	P	Anna Baca	0000025078	107.91
			Line Description: Business Meeting Exp		
022224	06/11/26	P	Bunnath Phot	0000026146	24.00
			Line Description: Southern CA Traffic College		
022225	06/11/26	P	Candyce McMorris	0000026552	24.00
			Line Description: Canine Handler Update		
022226	06/11/26	P	Celia Quijivix	0000025298	560.00
			Line Description: Crime Analysis Applications		
022227	06/11/26	P	Christopher Jones	0000026593	473.00
			Line Description: Sexual Assault Investigation		
022228	06/11/26	P	Costa Mesa Employees Association	0000006284	4,506.01
			Line Description: Payroll Deduction 26-12		
022229	06/11/26	P	Costa Mesa Executive Club	0000006286	330.00
			Line Description: Payroll Deduction 26-12		
022230	06/11/26	P	Costa Mesa Firefighters Association	0000001812	8,423.50
			Line Description: Payroll Deduction 26-12		
022231	06/11/26	P	Costa Mesa Police Association	0000001819	7,800.00

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Payroll Deduction 26-12		
022232	06/11/26	P	Costa Mesa Police Management Assn	0000005082	315.00
			<i>Line Description:</i> Payroll Deduction 26-12		
022233	06/11/26	P	Daniel Holl	0000023321	40.00
			<i>Line Description:</i> Traffic Collision Investigatio		
022234	06/11/26	P	Derek Hembree	0000021319	29.34
			<i>Line Description:</i> Civilian Police Leadership		
022235	06/11/26	P	Doris Weber	0000029965	29.34
			<i>Line Description:</i> Civilian Police Leadership		
022236	06/11/26	P	Eloisa Peralta	0000026154	387.00
			<i>Line Description:</i> Sexual Assault Investigation		
022237	06/11/26	P	Hannah Rohr	0000031109	29.34
			<i>Line Description:</i> Civilian Police Leadership		
022238	06/11/26	P	Hoon Jo	0000029756	1,524.69
			<i>Line Description:</i> ESRI Developer & Tech Summit		
022239	06/11/26	P	Isaiah Ashby	0000027738	225.00
			<i>Line Description:</i> Mobile Field Force Instructor Interview & Interrogation		
022240	06/11/26	P	Jacob Schulze	0000026462	271.40
			<i>Line Description:</i> Supervisory Course		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
022241	06/11/26	P	James A Brown	0000024426	32.00
			Line Description: Management Seminar C		
022242	06/11/26	P	Joanna Phipps	0000026638	29.34
			Line Description: Civillian Police Leadership		
022243	06/11/26	P	Jones Mayer	0000014653	28,140.82
			Line Description: #142031-Leik		
			#142046-2026 Ballot Measure		
			#142021-1095 Sea Bluff Dr		
			#142041-2130 Federal Ave		
			#142027-440 Fair/1179 NP		
			#142022-113 Clearbrook		
			#142044-Hunt		
			#142048-Mood		
			#142034-Oshiro		
			#142039-Vargas		
			#142042-Fierro		
			#142043-Warren		
			#142032-O'Keefe		
			#142035-Percival		
			#142036-Phillips		
			#142047-Porteous		
			#142030-Alexander		
			#142040-RDK Group		
			#142024-2162 Maple		
			#142033-Ohio House		
			#142028-544 Bernard		
			#142038-440 RCVRSHP		
			#142023-1963 Wallace		
			#142025-2280 Newport		
			#142026-374 Woodland		
			#142029-599 W Wilson		
			#142037-Joann/Canyon		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: #142045-218 Palmer St		
022244	06/11/26	P	Joseph Carboni	0000024422	40.00
			Line Description: Traffic CollisionInvestigation		
022245	06/11/26	P	Karen Klepack	0000030322	150.90
			Line Description: Planning Commision Conf		
022246	06/11/26	P	Kenneth Tu	0000027512	262.70
			Line Description: Supervisory Course		
022247	06/11/26	P	Kha Bao	0000019740	24.00
			Line Description: Southern CA Traffic College		
022248	06/11/26	P	Kristin Lawrence	0000029995	29.34
			Line Description: Civillian Police Leadership		
022249	06/11/26	P	Maria Gutierrez	0000026942	29.34
			Line Description: Civillian Police Leadership		
022250	06/11/26	P	Michael Luu	0000026362	946.00
			Line Description: Homicide Investigation Homicide Investigation		
022251	06/11/26	P	Nick Damato	0000031210	24.00
			Line Description: Standardized Field Sobriety		
022252	06/11/26	P	Raul Gonzales	0000029268	500.00
			Line Description: Clothing Allowance 25-26		

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
022253	06/11/26	P	Sally Pizano	0000031111	29.34
			<i>Line Description:</i> Civillian Police Leadership		
022254	06/11/26	P	Scott Baker	0000029458	72.00
			<i>Line Description:</i> Background Investgation		
022255	06/11/26	P	Shane Dean	0000029614	40.00
			<i>Line Description:</i> mobile Field Force Instructor		
022256	06/11/26	P	Spencer Hibbard	0000029191	692.80
			<i>Line Description:</i> HR Mgnt 2/18-4/14/26		
TOTAL					\$56,166.11



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-331

Meeting Date: 7/21/2026

TITLE:

MEMORANDUM OF UNDERSTANDING WITH THE CITY OF IRVINE FOR USE OF BEDS AT THE COSTA MESA BRIDGE SHELTER

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER

CONTACT INFORMATION: NATE ROBBINS, 714-754-5274

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Memorandum of Understanding with the City of Irvine for access to beds, as available, at the Costa Mesa Bridge Shelter for a period of one year from August 1, 2026 to July 31, 2027.
2. Authorize the City Manager and City Clerk to execute all agreements and any amendments to the agreement as needed.

BACKGROUND:

In April 2021, the City of Costa Mesa ("City") opened the Costa Mesa Bridge Shelter ("Bridge Shelter" or "Shelter"), which provides emergency housing and supportive services to Costa Mesa residents experiencing homelessness. At that time, the City negotiated an agreement with the City of Newport Beach ("Newport Beach MOU") to secure exclusive rights of up to twenty (20) beds for use by its residents. The Newport Beach MOU was amended in 2023 to increase Newport Beach's allocation to twenty-five (25) beds. Recently, in December 2025, the Newport Beach MOU was amended a second time to reduce Newport Beach's allocation back down to twenty (20) beds through June 30, 2026. Further, the amendment terminates Newport Beach's exclusive access to beds at the Shelter as of July 1, 2026, but continues to provide access to beds, as available, through December 31, 2026. Beginning January 1, 2027, Newport Beach will no longer have access to beds at the Bridge Shelter.

In March 2026, the City Council approved a Memorandum of Understanding (MOU) with the City of Irvine for access to beds at the Bridge Shelter. Irvine began referring their residents to the Shelter in March 2026 and, since that time, have referred a total of 10 people (345 bed nights). The current MOU with Irvine terminates on July 31, 2026.

ANALYSIS:

The Bridge Shelter is a 100-bed facility that provides emergency shelter and associated services to adult individuals with strong community ties to Costa Mesa, Newport Beach, and Irvine. Further, the City was awarded grant funding by the Orange County Health Care Agency (OCHCA) to convert 15 of the 80 Costa Mesa beds to Behavioral Health Bridge Housing (BHBH) beds. Operations costs for these 15 BHBH beds are fully reimbursed by the OCHCA and thus can only be occupied by Costa Mesa residents.

Costa Mesa Bed Utilization

The City has exclusive access to 80 beds at the Shelter, with 15 of those beds occupied by BHBH clients. Over the past 60 days, Costa Mesa's average utilization has been 52 beds per day, resulting in an average vacancy rate of 28 beds per day.

Regarding operational costs, the kitchen operator agreement with Bracken's Kitchen allows for cost reduction based on the number of actual meals prepared; however, the Shelter operator agreement with Mercy House does not. As a result, regardless of the number of beds occupied by Costa Mesa residents, the City's expenses to operate the Shelter remain static. Therefore, it would be beneficial to the City's Shelter operating budget in the Housing Authority Fund (Fund 222) to ensure maximum occupancy of 80 beds to offset operational expenses.

Summary of the proposed MOU with the City of Irvine

The proposed MOU (Attachment 1) is nearly identical to the current MOU, with exception to a recital that was added to memorialize the execution of the current MOU, and the effective and termination dates. The following is a summary of the proposed MOU with Irvine:

- **Term** - The MOU would begin on August 1, 2026, and terminate on July 31, 2027.
- **Allocation of Beds** - The MOU would give Irvine access to Costa Mesa beds (Per Diem Beds), as available, and as determined by the Neighborhood Improvement Manager or their designee. Irvine would not have *exclusive* access to beds at the Shelter.
- **Cost** - The MOU would give Irvine access to Costa Mesa beds at a cost of \$163.00 per bed, per day.
- **Payment** - The MOU would require Irvine to make monthly payments to the City based on their actual use of Costa Mesa beds during the previous month.
- **Referrals** - The MOU would require Irvine to identify specific personnel authorized to make referrals to the Shelter. These personnel would be responsible for screening referrals prior to entry based upon the Shelter's established intake guidelines (i.e., no outstanding warrants, no arson convictions, and no sexual offenders).
- **Transportation** - The MOU would require Irvine to transport their residents to the Shelter upon initial intake; however, the City would be responsible for providing transportation to residents actively enrolled at the Shelter.

- **Exit Procedures** - The MOU would require Irvine residents to be transported back to the city of Irvine upon exit from the Shelter. Transportation may be provided by the Shelter's shuttle service, rideshare, or Irvine staff/service partners.

Intent of the MOU

The intent of the MOU is three-fold:

1. Ensure Costa Mesa beds are continuously occupied to assist in balancing the Shelter's budget.
2. Allow both cities time to continue to perfect referral and operational processes.
3. Provide Irvine time to collect data regarding their Shelter bed usage to justify the necessity for a multi-year agreement with the City for exclusive access to beds at the Bridge Shelter.

Potential Revenue

Per Diem Beds at the Bridge Shelter are calculated at \$163 per day. Staff estimates Irvine's bed usage through June 2026 will be approximately 365 bed nights equating to a total payment of roughly \$59,500 over a three-month period. The proposed MOU is estimated to bring in approximately \$238,000 in revenue over the next 12 months. However, it is Irvine's intent to execute a multi-year contract for access to exclusive beds prior to termination of the proposed MOU.

ALTERNATIVES:

The City Council can choose to disapprove the proposed MOU with Irvine and direct staff to bring back an updated MOU with alternative language.

The City Council can choose to deny the proposed MOU and direct staff to initiate discussions with other potential partners regarding use of beds at the Shelter.

FISCAL REVIEW:

The proposed MOU would provide a continuous revenue stream to help offset operational expenses at the Bridge Shelter. This agreement is estimated to have a net positive impact of \$238,000 for use of beds at the Bridge Shelter for Fiscal Year 2026-27 in the Housing Authority Fund (Fund 222).

LEGAL REVIEW:

The City Attorney has reviewed this report and the proposed MOU and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item achieves City Council Goals:

- Diversify, stabilize and increase housing to reflect community needs.
- Strengthen the public's safety and improve the quality of life.

CONCLUSION:

Staff recommends the City Council:

1. Approve the Memorandum of Understanding with the City of Irvine for access to beds, as available, at the Costa Mesa Bridge Shelter for a period of one year from August 1, 2026 to July 31, 2027.
2. Authorize the City Manager and City Clerk to execute all agreements and any amendments to the agreement as needed.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF COSTA MESA AND
THE CITY OF IRVINE**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is dated as of August 1, 2026 (“Effective Date”), and entered by and among the City of Costa Mesa, a municipal corporation organized and existing under California law (“Costa Mesa”) and the City of Irvine, a California municipal corporation and charter city (“Irvine”), (cumulatively the “Parties,” and at times individually a “Party”), with reference to and in consideration of the following:

WHEREAS, the Costa Mesa Bridge Shelter located at 3175 Airway Avenue provides temporary shelter and social services assistance with a “housing first” model of operation. The Shelter’s goal is to assist individuals experiencing homelessness by providing them with temporary shelter while working with a client case manager to create and follow through on a housing plan that seeks to match them to permanent housing as soon as possible;

WHEREAS, Irvine is committed to a regional solution to address homelessness and, as such, has expressed a desire to partner with Costa Mesa to provide funding to operate the Shelter, as provided herein, in exchange for use of Costa Mesa beds, as available, in the Shelter, as more fully described in Section 4.4;

WHEREAS, Costa Mesa and Irvine are parties to that certain MOU dated March 11, 2026, and which expires on July 31, 2026, regarding accessibility for of Shelter beds for Irvine under substantially the same terms and conditions as this MOU;

WHEREAS, the Parties desire to memorialize the terms and conditions by which Irvine will provide payment in exchange for the accessibility of Shelter beds for Irvine; certain aspects or Shelter governance; and other related matters in furtherance of their common purpose;

WHEREAS, each Party has caused this MOU to be duly approved by its respective governing body, and by so doing, has found and determined that this MOU furthers the health, safety, and general welfare or their respective residents.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

MEMORANDUM OF UNDERSTANDING

1. PURPOSE

This MOU establishes the Parties’ mutual understanding related to maintaining, providing, operating, and facilitating the provision of temporary housing in the Shelter, and the provision of certain services to homeless and chronically homeless adults located within the boundaries of the Parties. This MOU defines the respective rights and responsibilities of the Parties with respect to the financing, implementing, operating, and the provision of Services, as defined in Section 2.10, at the Shelter.

2. DEFINITIONS

In addition to the other terms and phrases defined elsewhere in this MOU , the following key capitalized terms and phrases used throughout this MOU shall have the meaning assigned in this Section.

2.1. “Case Management Plan” shall mean the individual plan for each Shelter Resident that, among other things, sets forth details regarding how the Shelter Resident can reach the goal of obtaining long-term stable housing.

2.2. “Management and Operations Plan” shall mean and refer to the plan approved by Costa Mesa and the Shelter Operator, which details the terms, conditions, and standards by which Services are made available to Shelter Residents at the Shelter and shall require Services to meet or exceed industry standards.

2.3. “Operating Agreement” shall mean and refer to the contract between Costa Mesa and the Shelter Operator for the operation of the Shelter.

2.4. “Party Representative” shall mean and refer to the highest-ranking appointed executive official for each of the Parties, or his/or her duly authorized designee.

2.5. “Program” shall mean and refer to the Parties' cooperative financing and planning for the operation and the provision of Services at the Shelter.

2.6. “Program Area” shall mean and refer to the jurisdictional boundaries of the respective Parties.

2.7. “Property” shall mean the approximately 29,816 square foot building on a 1.34-acre parcel, located at 3175 Airway Avenue, Costa Mesa, CA (A.P.N. 427-091-12). The Property is more specifically described on Exhibit A.

2.8. “Resident Transportation” shall mean how each Party shall arrange for its respective Shelter Residents to be transported to and from the Shelter and for appointments related to their Case Management Plan.

2.9. “Services” shall mean and refer to the provision of overnight shelter and other sanitation, nutritional, health, educational, supportive, and/or basic human services at the Shelter, as described in the Management and Operations Plan.

2.10. “Shelter” shall have the meaning ascribed in the Recitals above, and including but not limited to the operation, maintenance, repair of and/or provision of Services at the Shelter.

2.11. “Shelter Operator” shall mean and refer to an experienced and qualified third-party contracted by Costa Mesa to provide comprehensive and day-to-day management and operation of the Shelter.

2.12. “Shelter Residents” shall mean and refer to homeless and chronically homeless adults located within the Program Areas of the respective Parties who receive services and reside at the Shelter.

3. TERM

3.1. General Term. This MOU shall be effective as of the date which the last of the Parties has executed the same, which shall be inserted as the Effective Date in the first paragraph above and shall remain in full force and effect through July 31, 2027. This MOU may be earlier terminated in accordance with the provisions of this MOU.

3.2. Termination by Parties. Either Party may terminate this MOU without cause by giving the other Party 30-days written notice pursuant to Section 9.2 herein.

3.3. Termination for Default. Upon the occurrence of any default, and following written notice and expiration of the time to cure as provided in Section 7.1 herein, the non-defaulting Party may, at its option terminate this MOU by written notice to the defaulting Party that the defaulting Party has failed to cure the default in the time for cure provided in Section 7.1, in which case the defaulting party shall not be entitled to the benefits and privileges of this MOU or the Program following termination. Nothing herein shall be construed as the non-defaulting Party's exclusive remedy for the remediation of default by a Party, and the non-defaulting Party reserves the right to pursue any and all available rights and remedies at law or in equity.

3.4. Continuing Enforceability. Following the effective date of termination, the Parties shall have no further obligations or rights with respect to this MOU, except as expressly provided otherwise herein.

4. IRVINE'S OBLIGATIONS

4.1. Irvine Per Diem Rate for Operations Costs. Upon the Effective Date, Irvine shall, at Costa Mesa's sole discretion, have access to Costa Mesa beds for use by Irvine clients, at a cost of \$163.00 per bed, per day ("Per Diem Rate"). Irvine shall pay the Per Diem Rate subject to the procedure in Section 4.2. The Parties expressly agree that Irvine shall not be liable for any operational or per bed costs prior to the Effective Date. While the Parties expect the aggregate compensation under this MOU to be substantially lower, in no event shall the aggregate compensation due from Irvine to Costa Mesa hereunder exceed one million dollars and zero cents (\$1,000,000.00).

4.2. Invoicing of Per Diem Rate. Costa Mesa through the Shelter Operator or otherwise shall keep an accounting of each bed used by a Shelter Resident referred by or on behalf of Irvine and the number of days the Shelter Resident used the bed. The number of nights per bed shall be multiplied by the Per Diem Rate and an invoice reflecting the total due from Irvine to Costa Mesa hereunder for each month of the term of the MOU shall be provided by Costa Mesa or the Shelter Operator to Irvine and payable within thirty (30) days of receipt. Irvine's obligation to pay such invoice shall survive termination of this MOU until said invoice is paid.

4.3. Irvine Outreach. Irvine shall assign a designated staff member as the main point of contact for all Shelter related items, who will participate in the various weekly and monthly meetings. Irvine reserves the right to amend the designated staff member; provided Irvine shall give Costa Mesa advanced notice of any new designee. Irvine outreach providers shall provide potential client referrals and all required paperwork to Costa Mesa's Neighborhood Improvement Manager or their designee to confirm bed availability and acceptance. Irvine will coordinate outreach within its jurisdiction and provide transportation to the Shelter for all Shelter Residents referred by Irvine or its outreach providers and accepted by Costa Mesa or its designee for a bed in the Shelter.

4.4. Allocation of Beds. Irvine will work collaboratively with Costa Mesa to ensure that the shelter beds addressed in this MOU are prioritized to meet the greatest needs of both Parties. Irvine shall, at Costa Mesa's sole discretion, have access to Costa Mesa beds at the Per Diem Rate stated in Section 4.1.

4.5. No Subletting. Subletting of beds will not be allowed. Irvine shall be allocated use of Shelter beds to refer homeless individuals deemed by Irvine to be in high-priority need of shelter.

5.0 COSTA MESA OBLIGATIONS

5.1. Operation of Shelter. Costa Mesa shall act as the lead agency with respect to the operation of the Shelter. Costa Mesa shall provide to Irvine a copy of the Operating Agreement and Management and Operations Plan, which provides the standard of care for the Program, which shall meet or exceed industry standards. Costa Mesa shall ensure that Shelter Residents referred to the Shelter by either Costa Mesa or Irvine shall receive the same level of Services, as provided for in the Operating Agreement and Management and Operations Plan.

5.2. Intake. Costa Mesa shall maintain oversight of the Shelter intake clearance process for a reservation at the Shelter, which requires clearance by either Party's Police Department or the Neighborhood Improvement Manager or their designee. Entry will not be approved for individuals with an active felony warrant, who are a registered sex offender and/or have been convicted of any arson offense, as reflected on their background check, as confirmed by either Party's Police Department prior to entry.

6. JOINT OBLIGATIONS

6.1. Security. Costa Mesa shall ensure that adequate security measures and policies are incorporated into the operation of the Shelter. This includes the requirement that entry to the Shelter is controlled by referral only, with no walk-up admission. Both Parties shall ensure their outreach staff provide clear direction to potential Shelter Residents on requirements for accessing the Shelter and its services, including the prohibition of walk-ups. Irvine will abide by any reasonable intake procedures and protocols established by Costa Mesa.

6.2. Cooperation. The Parties agree to cooperate to the extent necessary in connection with ongoing administrative, grant funding, regulatory, and/or litigation proceedings, and similar matters which affect both Parties to this MOU.

6.3 Exit of Irvine Clients. Should any Shelter Resident from Irvine be exited from the Shelter, such resident shall be transported back to the City of Irvine upon exit from the Shelter. Transportation may be provided by the Shelter's shuttle service, rideshare, or Irvine staff/service partners. Any subsequent admission of that individual will only be pursuant to the Management and Operations Plan.

7. DEFAULTS, AND REMEDIES

7.1. Defaults.

a) Notice and Time to Cure. The failure by any Party to perform any of its obligations set forth in this MOU shall constitute a default, except as provided in Section 9.4 hereof. Except as required to protect against further damages, the non-defaulting Party may not institute legal proceedings against

the Party in default until the non-defaulting Party has provided the defaulting Party notice of the default and the cure period has expired. The cure period for any default shall be thirty (30) calendar days after the defaulting Party's receipt of written notice from the non-defaulting Party that such obligation was not performed. In the case of a default which cannot be cured within the cure periods set forth in this Section, the defaulting Party shall commence efforts to cure within such time periods and shall diligently thereafter pursue to cure the default to completion within a reasonable period of time.

b) Cooperative Resolution. During the cure period set forth in paragraph (a), and prior to pursuing any remedies described in this Section, the Parties will attempt, in good faith, to find a mutually agreeable resolution through communicating with each other and attempting to resolve any substantive problems arising under this MOU, including challenges arising from funding difficulties, and/or any difficulty with effectively implementing the responsibilities detailed in this MOU. Communication and attempts to resolve such problems and difficulties prior to pursuing remedies under this MOU include, but are not limited to, meeting together, amending this MOU, and/or seeking the assistance of a jointly agreed upon mediator.

7.2. Remedies. Upon the occurrence of any default, and following written notice and expiration of the time to cure, the non-defaulting Party may, at its option: terminate this MOU pursuant to Section 3.3 and/or pursue damages or specific performance or other legal and equitable remedies the injured Party may have against the non-defaulting Party in accordance with applicable law. Nothing herein shall be construed as the non-defaulting Party's exclusive remedy for the remediation of default by a Party, and the non-defaulting Party reserves the right to pursue any and all available rights and remedies at law or in equity.

7.3. Non-Refund. The payments made by Irvine pursuant to Sections 4.1 and 4.2 are nonrefundable.

8. INDEMNITY AND INSURANCE

8.1. Indemnity / Hold Harmless. Each Party shall hold harmless, indemnify, and defend the other Party, and its officers, employees, and agents, from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging to the extent caused by a Party's failure to fulfill any obligation of such Party arising pursuant to the performance or nonperformance of the Party's covenants and obligations under this MOU, and/or which result from the negligent or wrongful act of the Party, or its officers, employees, Contractors (as defined in Section 8.2 and as limited by the following sentence), or agents. This provision requiring a Party to hold harmless, indemnify, and defend the other Party shall expressly not apply to claims, losses, liabilities, or damages arising solely from actions or omissions, negligent or otherwise, of any independent contractor providing services pursuant to a contract with any other Party except to the extent said contract contains an indemnity or similar provision that would require the independent contractor to be financially liable for to the contracting Party for the claim, loss, liability, or damage. In the event of concurrent negligence of the Parties, their respective officers, or employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms, conditions, covenants or responsibilities of this MOU shall be apportioned in any dispute or litigation according to the California theory of comparative negligence. Costa Mesa, in contracting following the Effective Date of this MOU with third parties for design, development, construction, equipping, maintenance and repair of the Property, and operation of any aspect of the Shelter, shall require full indemnification, defense, and hold harmless clauses naming all Parties as provided for herein. Irvine, in contracting

following the Effective Date of this MOU with any third parties relating to operation of any aspects of the Shelter, including, but not limited to, street outreach and transportation of Irvine referrals to and from the Shelter, shall require full indemnification, defense, and hold harmless clauses naming all Parties as provided for herein.

8.2. Insurance. Costa Mesa shall insure the Property and the Shelter, and shall require any consultants, contractors or subcontractors (each a “Contractor”) operating or performing work at the Property, or for the Shelter, to hold policies of insurance with coverage and limits commensurate with industry standards and practices, which shall be agreed to by the Risk Managers of the Parties. Both Parties and their respective officers, employees and agents shall be named insureds on any liability coverage. Each Party shall provide for Workers' Compensation coverage for its own employees. Each Party shall obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the other and their respective officers, agents, employees, and volunteers arising from this MOU and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

8.3. Insurance for Consultants and Contractors Each Party shall require any Consultants or Contractors engaged by them in conjunction with this MOU to obtain, maintain, and keep in full force and effect during the life of this MOU all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated “A,” Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by each Party's Risk Manager:

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

b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

c) Workers' compensation insurance as required by the State of California. Consultants shall be required to waive, and to obtain endorsements from their workers' compensation insurer(s) waiving subrogation rights under their workers' compensation insurance policy(ies) against each Party, its officers, agents, employees, and volunteers arising from work performed by Consultant for the Party and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

d) Professional errors and omissions (“E&O”) liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a “claims made” policy, the retro date shall be prior to the start of the contract work. Consultants shall obtain and maintain, said E&O liability insurance during the life of the MOU and for three years after completion of the work thereunder.

e) In addition, the Shelter Operator shall be required to provide Sexual abuse/molestation coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate and Cyber liability insurance with policy limits of not

less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate covering: (i) all acts, errors, omissions, negligence, infringement of intellectual property; (ii) network security and privacy risks including, but not limited to, unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or negligence in the handling of confidential information, privacy perils including coverage for related regulatory defense and penalties; and (iii) data breach expenses payable whether incurred by the Parties or Shelter Operator including, but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for Costa Mesa and/or Irvine.

f) Endorsements. Unless otherwise agreed to by the Parties, all insurance referred to in this Section 8.3 shall contain or be endorsed to contain the following provisions:

(i) Additional insureds: "The City of Costa Mesa and the City of Irvine and their elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the respective city; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant." This endorsement requirement does not apply to Professional Errors and Omissions insurance required by subsection (d) of this Section 8.3.

(ii) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to the City of Costa Mesa and City of Irvine."

(iii) Other insurance: "The Consultant's insurance coverage shall be primary insurance, as respects the City of Costa Mesa, the City of Irvine and their officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa or the City of Irvine shall be excess and not contributing with the insurance provided by this policy."

g) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Costa Mesa, Irvine, or their respective officers, officials, agents, employees, and volunteers.

h) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

8.4. Certificates of Insurance. Consultants shall be required to provide to each Party certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by the Parties, prior to performing any services under the agreement. The certificates of insurance shall be attached to any Consultant agreement, provided that such attachment may occur after execution.

8.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this MOU, or the extent to which any Consultants contracted by either Party may be held responsible for payments of damages to persons or property.

9. MISCELLANEOUS

9.1. Approval by Party Representatives. Any term or provision of this MOU that calls for the direction, approval, or consent of the Parties or Party Representatives, shall mean and refer to the direction, approval, or consent of both of the Party Representatives; provided that, notwithstanding anything contrary in this MOU, Costa Mesa shall have sole discretion to approve or disprove any such action that: directly relates to the operation, management, capacity, construction, location, design, or scale of the Shelter, so long as Irvine's ability to use its allocated beds is not unreasonably impaired thereby; or any other action that, in Costa Mesa's reasonable discretion, will have a reasonably foreseeable negative material impact on residents, business, or public facilities in the area surrounding the Shelter, materially increase the intensity of Shelter use or capacity, or materially increase burdens on public services provided to said area. Except as specifically provided herein, all actions reasonably necessary to effectuate the purpose of this MOU may be performed by the Party Representatives except as may otherwise be prohibited by state or federal law.

9.2. Notice. Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the person(s) at the address below. Either Party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

CITY OF COSTA MESA

Cecilia Gallardo-Daly
City Manager
77 Fair Drive
Costa Mesa, CA 92626

CITY OF IRVINE

Sean Crumby
City Manager
One Civic Center Plaza
Irvine, CA 92606

With a copy to:

Kimberly Hall Barlow
City Attorney
3777 N. Harbor Blvd.
Fullerton, CA 92835

Jeffrey T. Melching
City Attorney
18575 Jamboree Road, 9th Floor
Irvine, CA, 92612

9.3. Parties as Independent Contractors. Each Party is, and at all times shall be deemed to be, an independent contractor as to the other Party. Nothing herein is intended or shall be construed as creating the relationship of employer and employee, or principal and agent, between any Party, or any Party's agents or employees. Each Party shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of the Program pursuant to this MOU. Each Party, and its agents and employees, shall not be considered to be employees of any other Party.

9.4. Force Majeure. In no event shall either Party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond the control of the party obligated, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, epidemic, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Parties shall each use reasonable efforts to resume performance as soon as practicable under the circumstances.

9.5. Survival of Terms at Termination. The provisions of Sections 3.4, 7.1-7.3, 8.1, 8.2, 8.5, 9.2, 9.4-9.10, and 9.12 shall survive the termination of this MOU.

9.6. Governing Law and Venue. This MOU has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction, located in Orange County, California, and the Parties agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

9.7. Amendments/ Entire Agreement. Amendments to this MOU must be in writing and approved by the governing body of each Party. This MOU, and the various Exhibits referenced herein which are incorporated fully by this reference, is the entire agreement among the Parties with respect to the subject matter hereof; and it supersedes any prior written or oral agreements with respect to the subject matter.

9.8. Severability. If any section, subsection, paragraph, term, or provision of this MOU, or the application thereof: is held by a court of competent jurisdiction to be invalid, void or unenforceable, such section, subsection, paragraph, term, or provision, to the extent the same is valid and enforceable, and all other remaining provisions hereof, shall remain in full force and effect, to the fullest extent possible, and shall in no way be affected, impaired or invalidated thereby to the extent such are not rendered impractical to perform taking into consideration the purposes of this MOU.

9.9. Interpretation. This MOU has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this MOU. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this MOU by the other Parties, or by any person representing the other Parties, or both. Accordingly, any rule or law (including Civil Code section 1654) or legal decision that would require interpretation of any ambiguities in this MOU against the Party that has drafted it is not applicable and is waived. The provisions of this MOU shall be interpreted in a reasonable manner to affect the purpose of the Parties and this MOU.

9.10. Non-Waiver of Rights and Remedies. No term or provision of this MOU shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

9.11. Authority. The Parties represent and warrant that this MOU has been duly authorized by their respective governing boards, and executed by a duly authorized representative thereof, and constitutes the legally binding agreement and obligation of their respective Party, enforceable in accordance with its terms.

9.12. Assignment. Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the consent of the other Party, and any such assignment without consent shall be null and void.

9.13. Execution in Counterparts. This MOU may be executed in counterparts, each of which, when the Parties have signed this MOU, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties to this MOU have caused the same to be executed by each of their duly authorized officers as follows:

Dated: _____, 2026

CITY OF COSTA MESA

By: _____
Cecilia Gallardo-Daly, City Manager

APPROVED AS TO FORM:

ATTEST:

Kimberly Hall Barlow, City Attorney

By: _____
Brenda Green, City Clerk

Dated: _____, 2026

CITY OF IRVINE

By: _____
Sean Crumby, City Manager

APPROVED AS TO FORM:

Jeffrey T. Melching, City Attorney

ATTEST:

By: _____
Carl Petersen, City Clerk

EXHIBIT A.
Legal Description

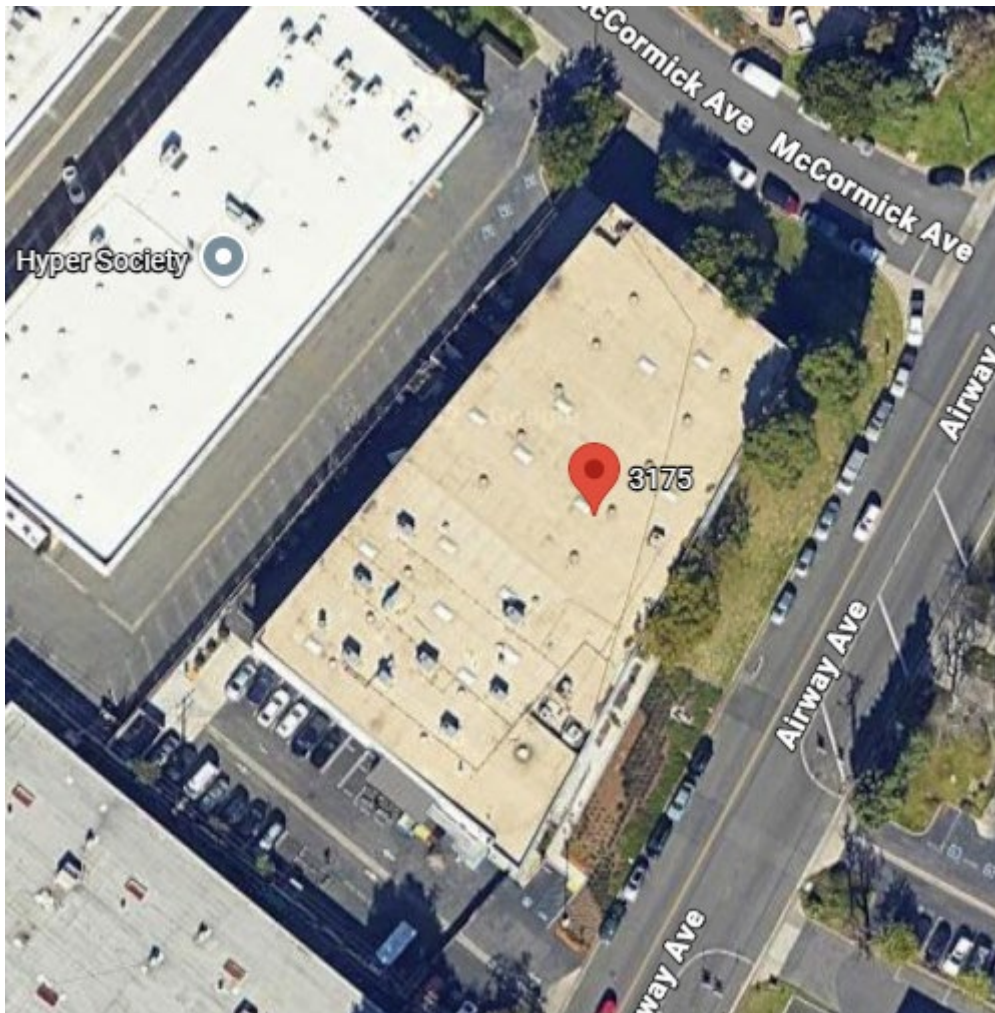
Parcel 4, in the City of Costa Mesa, County of Orange, State of California, as per map filed in book 34, page 13 of parcel maps, in the office of the county recorder of said county.

Except therefrom the minerals, oil, gas, and other hydrocarbon substances lying below the surface of said land.

APN/Parcel ID(s): 427-091-1.2

Commonly known as 3175 Airway Ave, Costa Mesa, California

Photographic depiction of the Property





CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-328

Meeting Date: 7/21/2026

TITLE:

APPROVE THE PURCHASE OF A CATERPILLAR 938 WHEEL LOADER

DEPARTMENT: PUBLIC WORKS DEPARTMENT/GENERAL SERVICES
DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: PATRICK BAUER, DEPUTY PUBLIC WORKS DIRECTOR, (714)
754-5029

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the use of Sourcewell Public Sector National Cooperative Agreement No. 011723-CAT with Caterpillar Inc. for the purchase of one (1) 2026 Caterpillar 938 Wheel Loader in the amount of \$349,368.97.
2. Authorize the City Manager to execute all necessary documents for the above purchase.

BACKGROUND:

Public Works has relied on an outdated backhoe to aid in the transfer of organic material, such as compost and mulch material, and for the disposal of bulky items. The current backhoe is in poor condition and frequently experiences severe mechanical issues, resulting in increased staff time utilizing other equipment not designed to load organic material into vehicles for distribution.

The City's adopted FY 2026-27 Equipment Replacement Fund 601 budget included the purchase of the proposed CAT 938-Wheel Loader.

ANALYSIS:

SB 1383 requires jurisdictions to purchase and/or distribute products made from recovered organic waste (including compost and mulch) to meet annual procurement targets. The purchase of this piece of equipment will aid staff in distributing compost and mulch material to meet the City's annual procurement target.

In April of 2024, the City received grant funding to cover expenditures related to SB 1383 compliance. The proposed CAT 938 Wheel Loader will be funded in part by grant funds and the remainder covered through the FY 2026-27 Equipment Replacement Fund 601 budget.

The purchase of the loader from Quinn Company through the Sourcewell Public Sector Cooperative Agreement No. 011723-CAT (Attachment 1) complies with all requirements in the City of Costa Mesa's Purchasing Policy, as well as all State of California regulations regarding regional cooperative purchasing agreements. Sourcewell established an approved vendor list following a nationwide competitive bid process. This ensures that the City receives the lowest available pricing and meets the competitive bid process requirements. The City has utilized cooperative purchasing agreements successfully for several previous related purchases.

ALTERNATIVES:

The alternative to purchasing a new wheel loader is to continue repairing the existing backhoe. Staff does not recommend this alternative because repairs may exceed the value of the current unit. In addition, staff recommends the purchase be approved as expenditures for the SB 1383 Local Assistance Grant, which must be completed by November 1, 2026.

FISCAL REVIEW:

The total cost for the purchase of the wheel loader, in the amount of \$349,368.97 is available in the FY 2026-27 Adopted Budget. Additionally, CalRecycle's SB 1383 Local Assistance Grant funds (Fund 231) has available funding in the amount of \$156,850.82 for the purchase of the wheel loader. The remaining amount of \$192,518.15 will be funded by the FY 2026-27 Equipment Replacement Fund (Fund 601) budget.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item works toward achieving the following City Council goal:

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

CONCLUSION:

Staff recommends the City Council:

1. Authorize the use of Sourcewell Public Sector National Cooperative Agreement No. 011723-CAT with Caterpillar Inc. for the purchase of one (1) 2026 Caterpillar 938 Wheel Loader in the amount of \$349,368.97.
2. Authorize the City Manager to execute all necessary documents for the above purchase.



194983-01

June 17, 2026

CITY OF COSTA MESA
Attention Account Payable
P O BOX 1200
COSTA MESA, California 92626

Attention: RUBEN SALAS

Quinn Company would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 938 Wheel Loader

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** 2026

Quinn Company would like to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 60 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jeff Liebl
Governmental Machine Sales Representative
714 713-5110
jliebl@quinncompany.com

One (1) New Caterpillar Inc. Model: 938 Wheel Loader**Standard Equipment****POWERTRAIN**

Cat C7.1 ACERT engine
 -Auto Idle shut down feature
 -Auto Engine RPM
 -Power modes (Standard and Performance)
 -Power by range (High power in range 4)
 -Tier 4 final/Stage V compliant
 -Turbocharged and aftercooled
 -Filtered crankcase breather
 -Diesel particulate filter
 -Selective catalyst reduction
 Dry type air cleaner
 Coolant protection to -34C (-29F)
 Fuel priming pump, automatic
 Fuel Water separator
 Auto Differential lock in front axle
 Axle seal guards
 Enclosed wet disc full hydraulic brakes

Parking brake, electric
 Lubed for life driveshafts
 Hydrostatic transmission with electronic control
 -Operator modes(TC, Hystat, Single Pedal and Ice)
 -Directional shift aggressiveness (Fast, Medium, Slow)
 -Auto Rimpull control, adjust wheel torque
 -Creeper control, adjust ground speed
 Single plane cooling package wide 6 fins per inch density
 Hydraulically driven demand cooling fan
 S-O-S port,engine,coolant,transmission oil

HYDRAULICS

Automatic lift and bucket kickouts, adjustable in-cab
 Bucket and fork modes, adjustable in-cab
 Cylinder damping at kickout and mechanical end stops
 Fine mode control (fast, medium, slow) in Fork Mode
 Hydraulic response setting (fast,

medium, slow)
 Hydraulic diagnostic connectors and S-O-S ports
 Hydraulic sight gauge, visible
 Load sensing hydraulics and steering
 Seat mounted hydraulic joystick controls
 Cat Payload 250 hours of Demo

ELECTRICAL

Alternator, 115-amp, heavy duty
 12V power supply in cab (2)
 Batteries, 1,000 CCA (2) 24 volt system, disconnect switch
 Back up alarm
 Emergency shutdown switch
 LED rear stop and turn lights

Heavy duty gear reduction starter
 Product Link
 Remote jump start post
 Resettable main and critical function breakers
 Rooding lights front and rear

OPERATOR ENVIRONMENT

75 mm (3 in) retractable seatbelt
 Automatic temperature control
 Cab, enclosed ROPS/FOPS pressurized

Sliding glass on the side windows
 Column mounted multi function control
 -lights, wipers, turn signal

and sound suppressed
 Push to Start
 8 Inch Touch Screen
 Jog Dial with Screen Control
 Programmable Joystick
 Cup holders
 External heated mirrors with lower
 parabolic
 Ground level cab door release
 Hydraulic control lockout
 Interior cab lighting, door
 Lunch box storage
 Operator warning system indicators
 Radio ready speakers
 Rear window defrost, electric
 Seat mounted electronic implement
 controls, adjustable

OTHER STANDARD EQUIPMENT

Large-access enclosure doors with
 adjustable close/open force
 Parallel lift loader linkage
 Recovery hitch with pin
 Remote mounted lubrication points

Suspension seat, fabric
 Tilt steering wheel
 Tinted front glass
 Wet arm wiper/washer, 2-speed and
 intermittent, front
 Wet arm wiper washer, rear
 Mounting Provision
 Gauges
 -Digital hour meter, odometer and
 tachometer
 -Digital ground speedometer and
 direction indicator
 -Engine coolant temperature gauge
 -Fuel and diesel exhaust fluid level
 indicator
 -Hydraulic oil temperature gauge

Vandalism protection-
 lockable compartments
 1000 hour Service Intervals
 (after initial 500)

MACHINE SPECIFICATIONS

938 14A WHEEL LOADER	579-7703
LANE 3 ORDER	0P-9003
PRODUCT LINK, CELLULAR PLE643	573-8455
FILM GP, WARNING, PL, ANSI	638-5475
STANDARD LIFT, COUPLER READY	593-8941
HYDRAULICS, STANDARD	536-5284
HYDRAULICS, 3V	593-8943
JOYSTICK 3V, STEERING WHEEL	593-8916
STEERING WHEEL, STANDARD	579-7718
DIFFERENTIAL, OPEN REAR	349-8014
ENVIRONMENT, MEDIUM DEBRIS	579-7722
WEATHER, STANDARD	579-7730
CAB, STANDARD	578-1363
AIR CONDITIONING, R134A REF	579-7735
ENGINE	593-8993
PUSH START, PASSCODE SECURITY	579-7738
CAMERAS, MULTI VIEW	579-7763
MIRRORS, HEAT,ELEC ADJ, MULTI	620-0580
SEAT, DELUXE, TILT AND TELE	593-8962
LIGHTS, STD, LED	590-8869
LIGHTS, ROADING, LED, RH	633-0598
STANDARD RADIO (12V)	590-8872
WINDSHIELD ACCESS STEPS, NONE	612-1012
TIRES, 20.5R25 MA MS301 * L3	613-2831
FENDERS, STANDARD	593-8951
CTWT, HEAVY,3770LBS,7PCS	467-7990
TOOLBOX AUX, NONE	519-8081
HYDRAULIC OIL, STANDARD	619-8439
SERIALIZED TECHNICAL MEDIA KIT	421-8926
LINES, AUX 3RD, STD LIFT	530-1628
RIDE CONTROL	579-7697
DETECTION, OBJECT (RADAR)	625-8623
BEACON, WARNING, STROBE, AMBER	600-3781
MIRRORS, INTERNAL 1X REAR VIEW	596-5866
CAT PAYLOAD, ENABLED	627-5236
BACKUP ALARM, STD	663-9514
GUARD, WINDSHIELD	602-3934
GUARD, FRONT LIGHTS	631-8725
GUARD, TILT CYLINDER, STD LIFT	433-9751
GUARD, POWERTRAIN, LOWER	349-8165
GUARD, CRANKCASE	349-8163
GUARD, DRIVESHAFT	349-8164
CARRIAGE, PAL C3/4, 62", FUSION	532-8222
FORK TINES, 2.25" X 6" X 60"	371-2360
JUMPER LINES, AUX 3RD, FUSION	445-4725
BUCKET-GP, 3.2 YD3, FUS, EDGE	417-4925
3.5 CYD GRAPPLE BUCKET	ROCKLAND

WARRANTY & COVERAGE

Standard Warranty: 12 MONTHS STANDARD WARRANTY- TOTAL MACHINE
CSA 24 Months / 1,000 Hours Parts Only + VisonLink Connect- Filter Kits complimentary for first 2 services

SELL PRICE- SOURCEWELL CONTRACT 011723-CAT	\$324,233.84
CSA	Included
NET BALANCE DUE	\$324,233.84
TIRE FEE	\$7.00
SALES TAX (7.75%)	\$25,128.12
AFTER TAX BALANCE	\$349,368.97

PAYMENT TERMS

Cash Invoice Terms

NET 10 DAYS
\$349,368.97

F.O.B/TERMS:
Subject to Factory Order if not in stock.
Delivery to Costa Mesa Yard included.

Accepted by _____ on _____

Signature



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-330

Meeting Date: 7/21/2026

TITLE:

ACCEPTANCE OF THE 2024-2025 CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT, CITY PROJECT NO. 24-03

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: SEUNG YANG, P.E., CITY ENGINEER, (714) 754-5335

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work performed by Onyx Paving Company, Inc., 2890 East La Cresta Avenue, Anaheim, California 92806 for the 2024-2025 Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project, City Project No. 24-03, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond one (1) year after the filing date.

BACKGROUND:

On November 19, 2024, City Council awarded a Public Works Agreement (PWA) to Onyx Paving Company, Inc. for the 2024-2025 Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project, City Project No. 24-03.

The City conducts an annual Capital Improvement Program focused on repairing, improving, and installing new concrete parkways and asphalt road surfacing. The scope of work for the 2024-2025 Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project ("Project") consists of concrete parkway repair, general asphalt concrete (AC) rehabilitation, slurry sealing of streets, and any additional work needed to complete the Project in accordance with the project specifications.

Staff combined the tasks of parkway maintenance, street rehabilitation, and slurry seal into a single construction project to achieve economies of scale and cost savings through reduced mobilization costs, lower unit prices for materials, equipment, and labor.

The street rehabilitation improvements are citywide, but the project focused on the Mesa Verde, Mesa North, Mesa Del Mar, College Park, Westside, and Eastside neighborhoods. A map illustrating the streets that were rehabilitated is shown as Attachment 1.

In addition to the originally planned project, further improvements were constructed that included new crosswalk installations, replacement of the asphalt surface at the Balearic Park Playground, and installation of a new sidewalk with stamped poetry at Brentwood Park.

This project was administered under the City's Community Workforce Agreement (CWA). The goal of the CWA is to develop opportunities for qualified locally hired individuals and veterans for the construction of the City's various Capital Improvement Projects (CIPs).

ANALYSIS:

The work required by the contract documents was completed on June 1, 2026, to the satisfaction of the City Engineer. The final contract cost amounted to \$8,914,542.48. A summary of the final costs is included as Attachment 2.

A summary of the costs is as follows:

Original Contract Amount:	\$9,163,000.00
Final Quantity Adjustments:	<u>\$ (248,457.52)</u>
Final Contract Cost:	\$8,914,542.48

The final contract cost reflects approximately a 3% decrease from the original contract as a result of the final quantity adjustments.

As of this date, no stop notices have been filed against the monies due to Onyx Paving Company, Inc.

The final CWA Administration report, compiled by the City's consultant, The Solís Group, along with data reflecting the local hires for this project, is included as Attachment 3. Although the local hire goal was 35%, the City's contractor, Onyx Paving Company, Inc. made a "good-faith effort" in achieving a local hire goal of 21.09%. The shortfall can be attributed to the lack of local, veteran, high school, and apprenticeship workers.

Project Photos



Mendoza Drive



18th Street and Wallace Avenue



Balearic Park



Brentwood Park



Stromboli Road

ALTERNATIVES:

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

FISCAL REVIEW:

This project was funded from Measure “M2” Fairshare (Fund 416), Capital Improvement Fund (Fund 401), and Gas Tax Fund (Fund 201). The remaining funds in the amount of \$248,457 will be returned to the project balance that will be available for future street rehabilitation projects.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This project worked towards achieving the following City Council goals:

- Strengthen the Public’s Safety and Improve the Quality of Life.
- Maintain and Enhance the City’s Infrastructure, Facilities, Equipment, and Technology.

CONCLUSION:

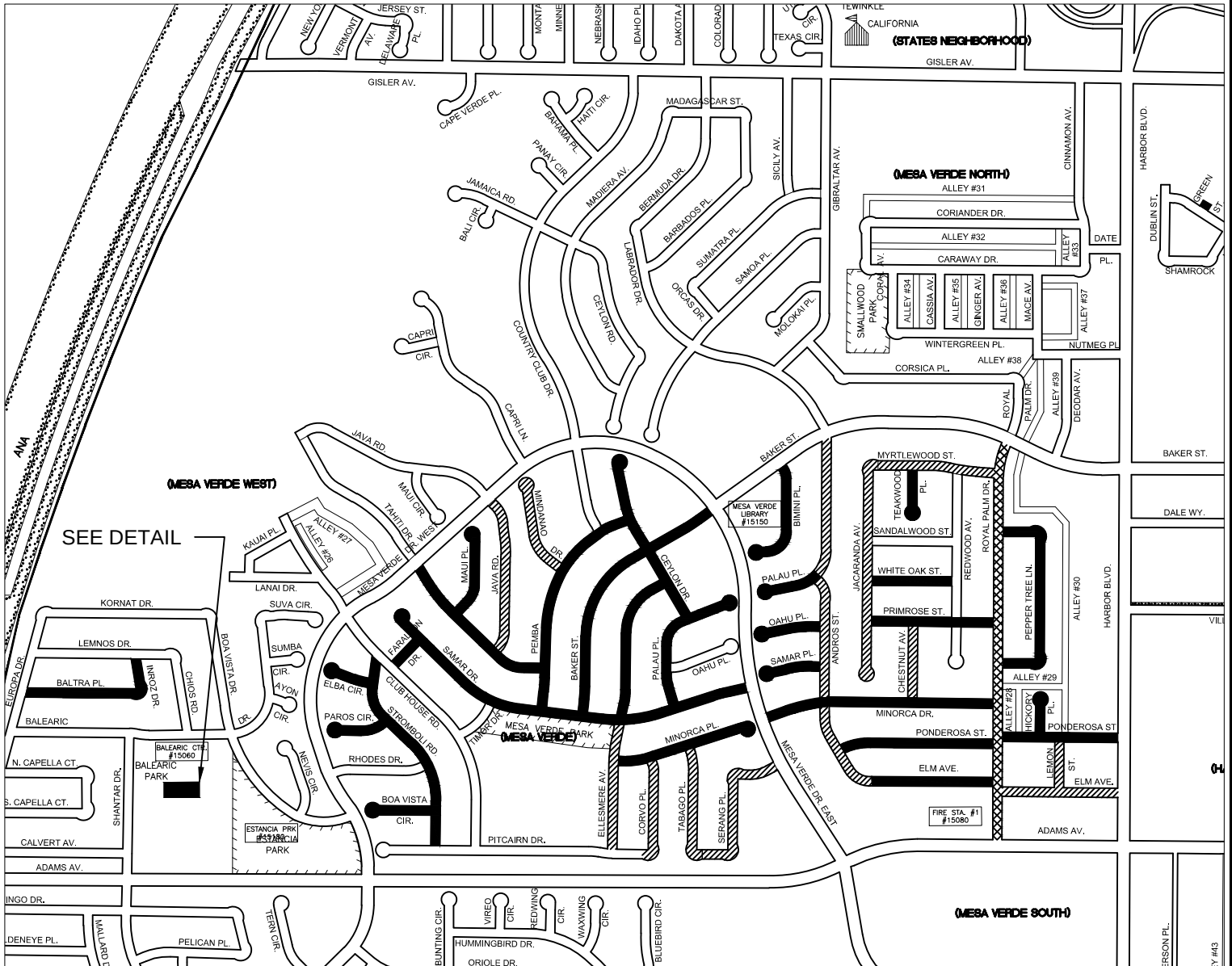
Staff recommends the City Council:

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2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond one (1) year after the filing date.



CITY OF COSTA MESA

Public Works/Engineering



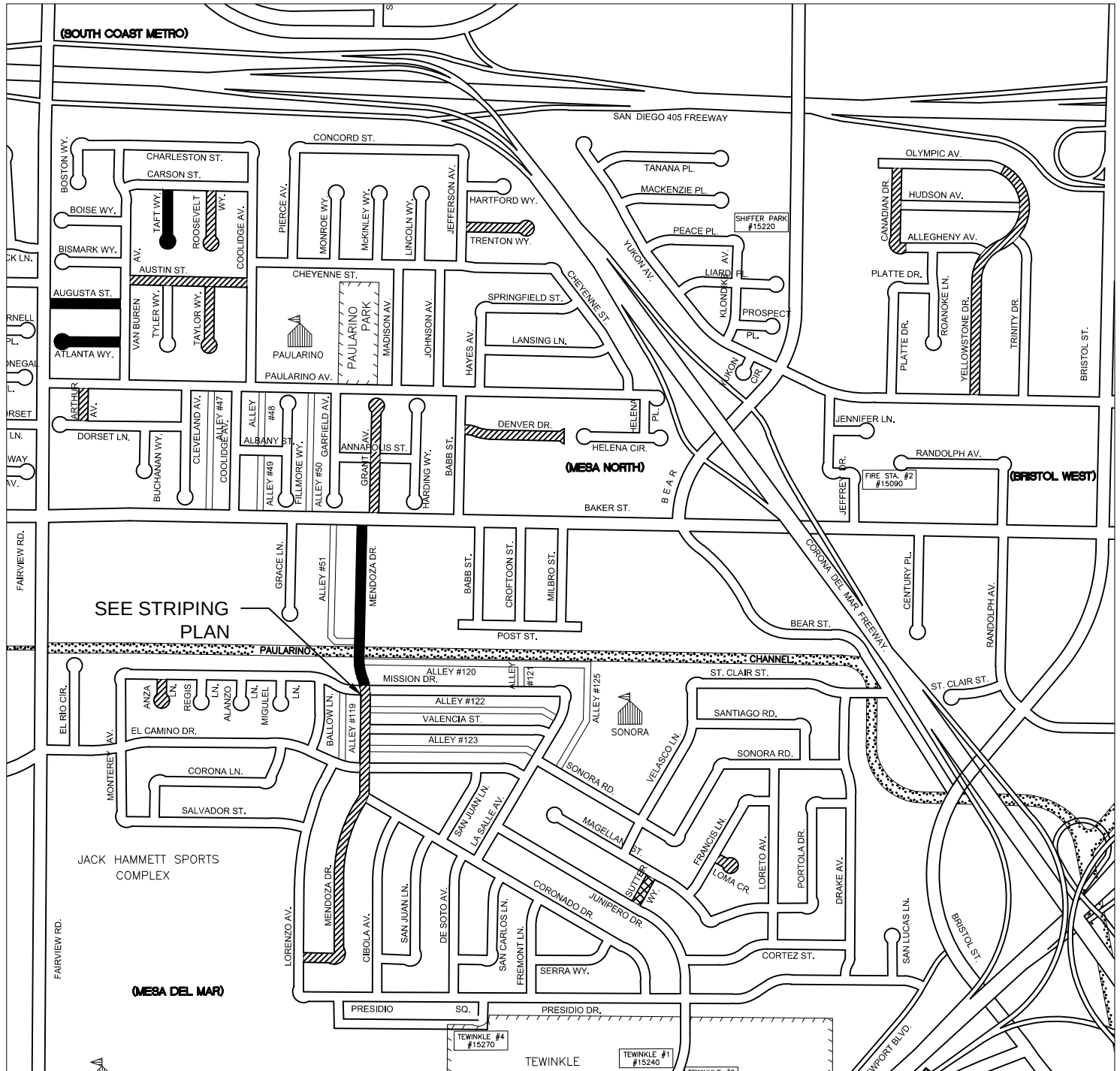
2024 - 2025 CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT #24-03 LOCATION MAP - AS BUILT

- STREET REHABILITATION AND PARKWAY LOCATIONS
- SLURRY AND PARKWAY LOCATIONS
- PARKWAY ONLY LOCATIONS



CITY OF COSTA MESA

Public Works/Engineering



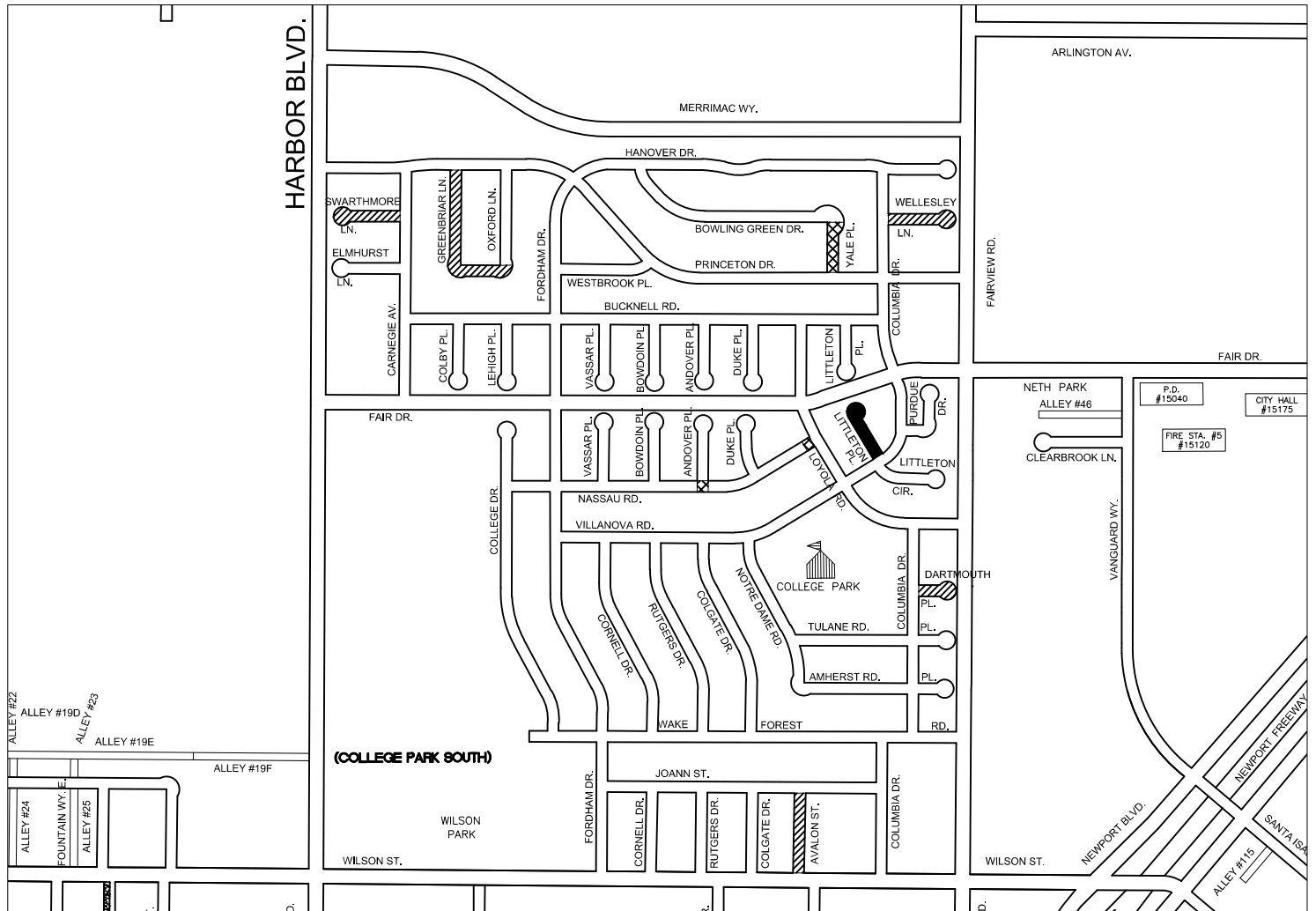
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CITY OF COSTA MESA

Public Works/Engineering



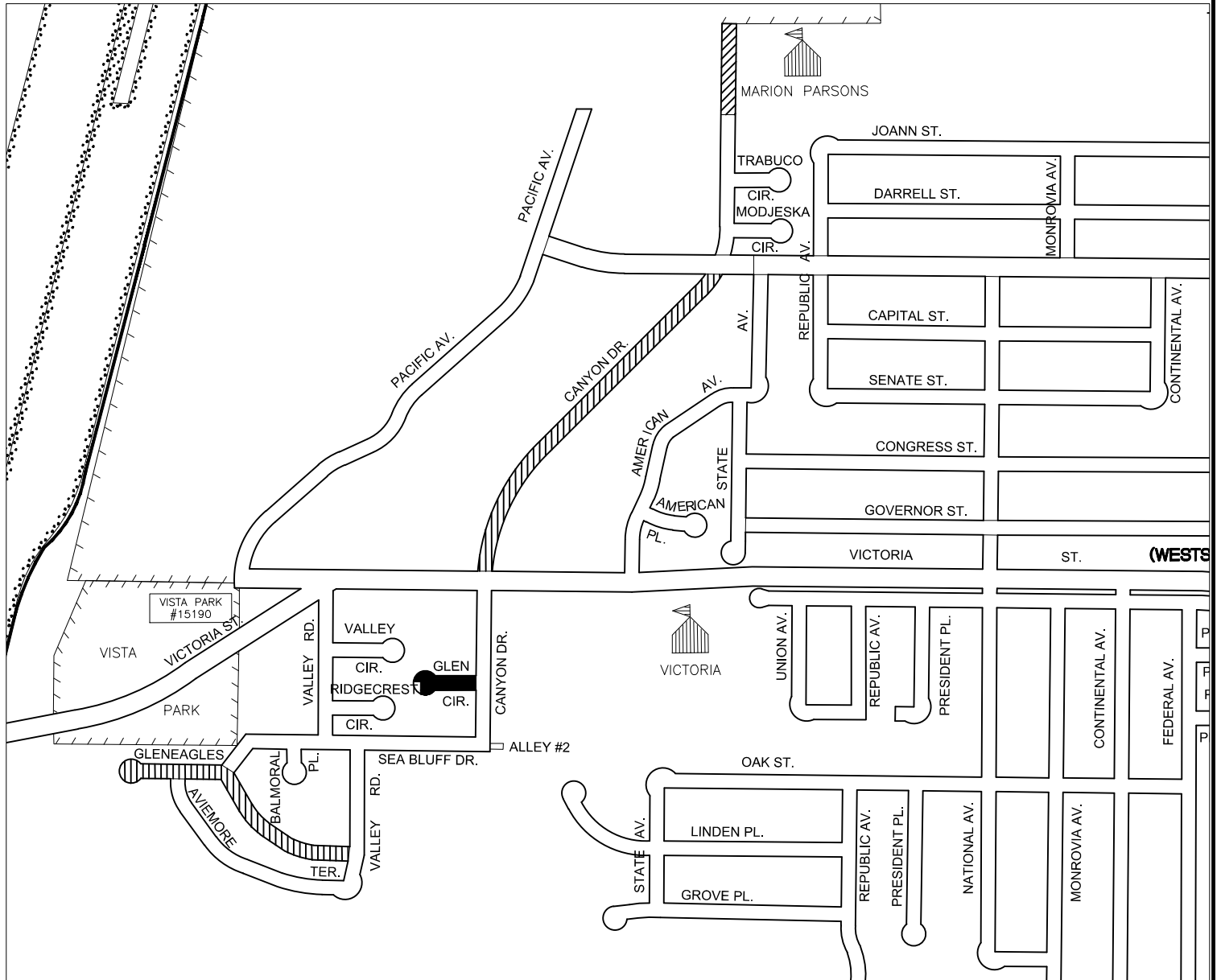
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- STREET REHABILITATION AND PARKWAY LOCATIONS
- SLURRY AND PARKWAY LOCATIONS
- PARKWAY ONLY LOCATIONS



CITY OF COSTA MESA

Public Works/Engineering



**2024 - 2025 CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION,
AND SLURRY SEAL PROJECT #24-03 LOCATION MAP - AS BUILT**

- STREET REHABILITATION AND PARKWAY LOCATIONS
- SLURRY AND PARKWAY LOCATIONS

The map shows a grid of streets in the College Park South area. Key streets include Wilson St, Joann St, and various alleys. Landmarks include the Fire Station #4, Wilson Park, and the Rea Center. The map is divided into sections labeled (WESTSIDE), (COLLEGE PARK SOUTH), and (AREA 5). The map also shows the location of the Rea Center, which is a large building complex. The map includes a scale bar and a north arrow. The map is titled "SEE STRIPING PLAN" and "COLLEGE PARK SOUTH".

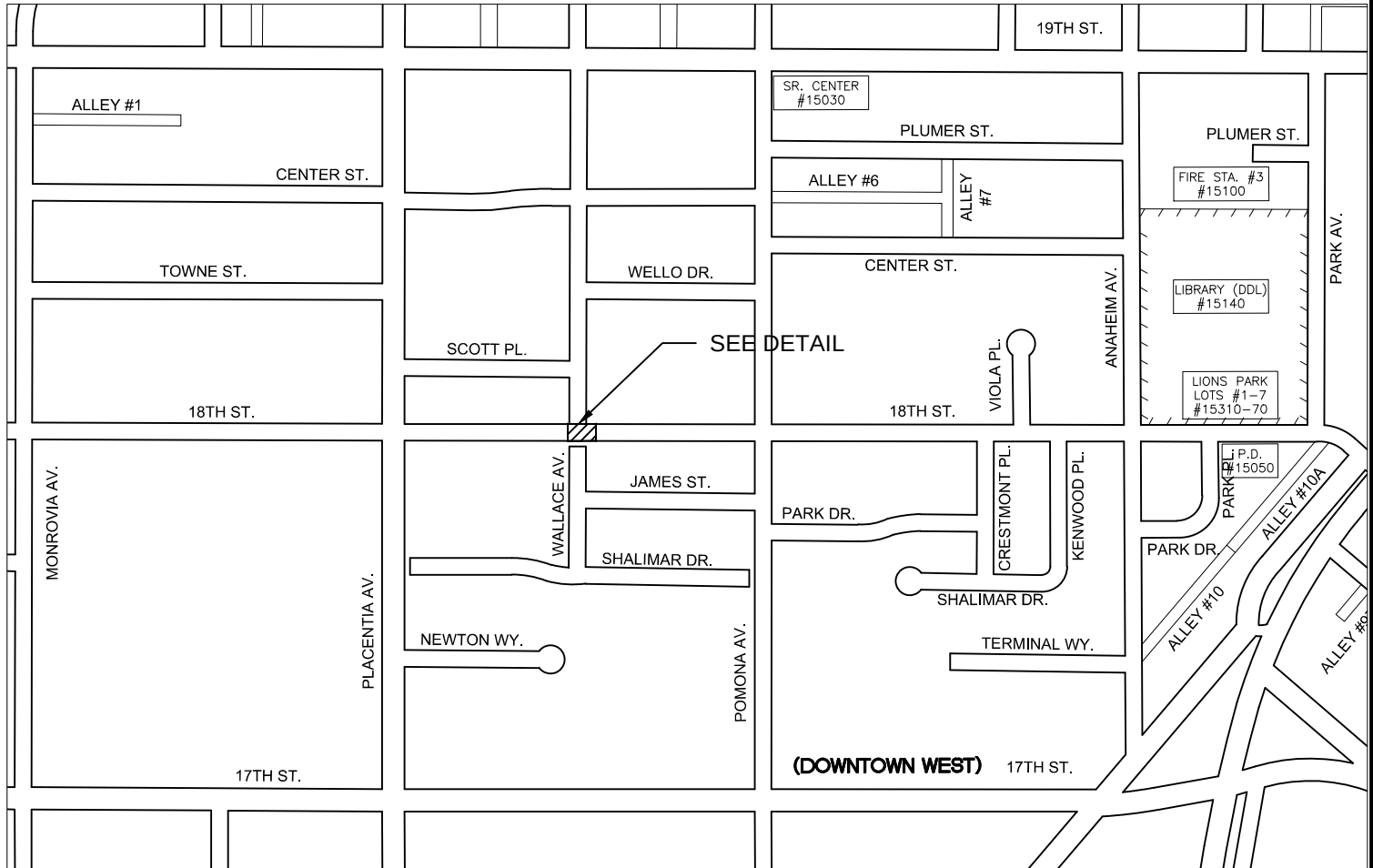
2024 - 2025 CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION,
AND SLURRY SEAL PROJECT #24-03 LOCATION MAP - AS BUILT

- 73



CITY OF COSTA MESA

Public Works/Engineering



2024 - 2025 CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT #24-03 LOCATION MAP - AS BUILT

- STREET REHABILITATION AND PARKWAY LOCATIONS
- SLURRY AND PARKWAY LOCATIONS



CITY OF COSTA MESA

Public Works/Engineering



2024 - 2025 CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION,
AND SLURRY SEAL PROJECT #24-03 LOCATION MAP - AS BUILT

- STREET REHABILITATION AND PARKWAY LOCATIONS
- SLURRY AND PARKWAY LOCATIONS



CITY OF COSTA MESA

Public Works/Engineering



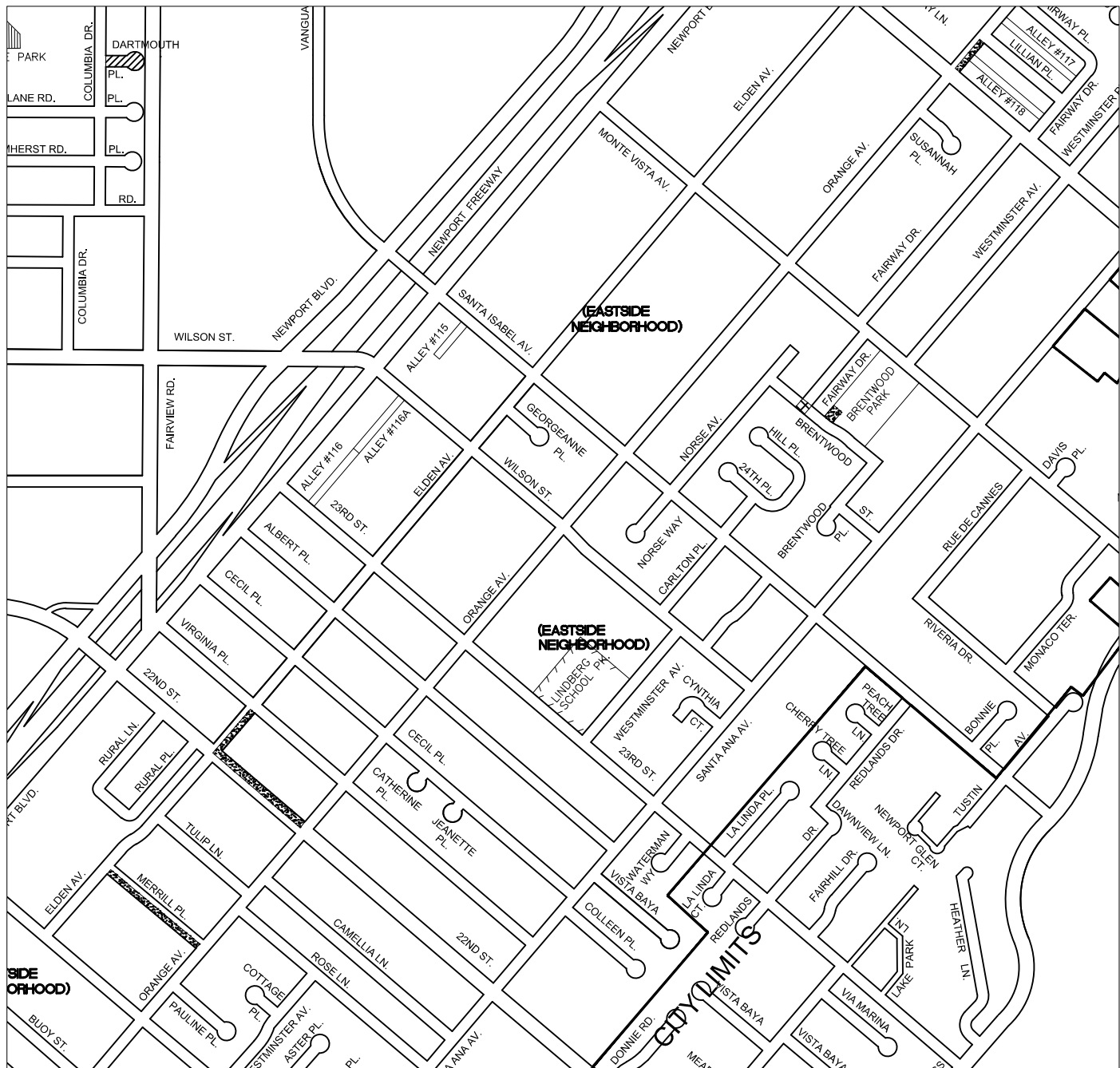
**2024 - 2025 CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION,
AND SLURRY SEAL PROJECT #24-03 LOCATION MAP - AS BUILT**

- STREET REHABILITATION AND PARKWAY LOCATIONS
- SLURRY AND PARKWAY LOCATIONS
- NEW SIDEWALK LOCATIONS



CITY OF COSTA MESA

Public Works/Engineering



2024 - 2025 CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT #24-03 LOCATION MAP - AS BUILT

-  SLURRY AND PARKWAY LOCATIONS
-  NEW SIDEWALK LOCATIONS

ATTACHMENT 2

CITY OF COSTA MESA

FINAL COST SUMMARY: 2024-2025 CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT City Project No. 24-03

ITEM NO	BID QUANTITY	LS	DESCRIPTION	UNIT PRICE	PREVIOUS QUANTITY	QUANTITY THIS ESTIMATE	TOTAL QUANTITY TO DATE	PREVIOUS AMOUNT	AMOUNT THIS EST	TOTAL TO DATE	CONTRACT PRICE	
1	1	LS	Mobilization and Project Scheduling	\$333,000.00	100.00	%	100.00	%	\$333,000.00	\$0.00	\$333,000.00	\$333,000.00
2	1	F.A.	Additional Work Items	\$300,000.00	0.00	F.A.	0.00	F.A.	\$0.00	\$0.00	\$0.00	\$300,000.00
2.01	1	LS	Balearic Park (crack fill, 2" ac overlay, ac level course, crack seal, backfill and seed) - COR-01	\$89,727.48	100.00	%	100.00	%	\$89,727.48	\$0.00	\$89,727.48	-
2.02	1	LS	Stromboli Rd (material testing, 12" pulverize, 12" cement treated base, microcracking) - COR-02	\$59,200.00	100.00	%	100.00	%	\$59,200.00	\$0.00	\$59,200.00	-
2.03	1	LS	Additional M&O Streets (Elba Cir, Farallon Dr, Hickory Pl, Tahiti Dr, Oahu Pl, Palau Pl, Ponderosa St) - COR-07A	\$38,312.50	100.00	%	100.00	%	\$38,312.50	\$0.00	\$38,312.50	-
2.04	1	LS	Mendoza Rd - Remobilization - COR-03	\$18,000.00	100.00	%	100.00	%	\$18,000.00	\$0.00	\$18,000.00	-
2.05	1	LS	Additional Slurry Streets (Andros St, Chestnut Ave, Corvo Pl, Elm Ave, Ellesmere Ave, Jacaranda Ave, Java Rd, Lemon St, Mindanao Dr, Myrtlewood St, Serang Pl) - COR-07B	\$104,211.47	100.00	%	100.00	%	\$104,211.47	\$0.00	\$104,211.47	-
2.06	1	LS	Skidsteer CAT Attachments: Cold Planer w/ 42 Gal Tank, Bucket, Broom, Water Kit and Sprinkler - COR-05	\$41,928.64	100.00	%	100.00	%	\$41,928.64	\$0.00	\$41,928.64	-
2.07	1	LS	Digouts for AC failures (Newport Blvd/Arlington Dr-8" AC/24" -2 sack slurry, California St/Colorado Ln) - COR-06	\$51,743.71	0.00	%	100.00	%	\$0.00	\$51,743.71	\$51,743.71	
2.08	1	LS	Digouts for AC failures 1.5 sack slurry (3158 Manistee Dr -1.5' depth, 2360 Orange Ave-3' depth) - COR-09 (10/27-10/29)	\$30,343.66	0.00	%	100.00	%	\$0.00	\$30,343.66	\$30,343.66	
2.09	1	LS	Additional Ramps (1866 Tustin Ave/Jordan Park, Fairway Dr/Brentwood St, Nassau Rd/ Loyola Rd, 2423 Andover Pl) - COR-08	\$139,838.30	0.00	%	100.00	%	\$0.00	\$139,838.30	\$139,838.30	
2.10	1	LS	Brentwood Park New Sidewalk and Poetry Stamping (4) - COR-10	\$31,558.18	0.00	%	100.00	%	\$0.00	\$31,558.18	\$31,558.18	
3	1	LS	Water Quality (BMP's)	\$28,000.00	100.00	%	100.00	%	\$28,000.00	\$0.00	\$28,000.00	\$28,000.00
4	1	LS	Temporary Traffic Control	\$555,000.00	100.00	%	100.00	%	\$555,000.00	\$0.00	\$555,000.00	\$555,000.00
5	1	LS	Striping, Thermoplastic Striping, Green Thermoplastic Striping (pre-forms), Traffic Signing, Pavement Markings, & RPM's	\$237,861.40	100.00	%	100.00	%	\$237,861.40	\$0.00	\$237,861.40	\$237,861.40
6	58,000	S.F.	Remove & Reconstruct Concrete Sidewalk (4-inch Concrete over 4-inch C.M.B) including ADA ramps	\$14.28	55,321.00	S.F.	0.00	S.F.	\$789,983.88	\$0.00	\$789,983.88	\$828,240.00
7	23,710	L.F.	Remove Existing and Reconstruct C-6 Curb & Gutter over 6" C.M.B with 2' A.C. Slot Pave	\$84.82	20,528.50	L.F.	0.00	L.F.	\$1,741,227.37	\$0.00	\$1,741,227.37	\$2,011,082.20
8	1,140	L.F.	Remove Existing and Reconstruct C-8 Curb & Gutter over 6" CMB with 2' A.C. Slot Pave	\$88.00	2,412.00	L.F.	0.00	L.F.	\$212,256.00	\$0.00	\$212,256.00	\$100,320.00
9	26,800	S.F.	Remove & Reconstruct P.C.C. Cross-Gutter, Spandrel, Local Depression, and P.C.C. Pad (8" Concrete over 8" inch C.M.B) with 3' A.C. Slot Pave	\$28.82	22,806.25	S.F.	0.00	S.F.	\$657,276.13	\$0.00	\$657,276.13	\$772,376.00
10	16,450	S.F.	Remove Existing and Reconstruct P.C.C. Driveway Approach (6-inch Concrete over 6-inch C.M.B.)	\$22.00	15,746.00	S.F.	0.00	S.F.	\$346,412.00	\$0.00	\$346,412.00	\$361,900.00
11	50	TONS	Remove & Reconstruct Miscellaneous AC Pavement (excludes 2' AC Slot Pave)	\$444.00	0.00	TONS	0.00	TONS	\$0.00	\$0.00	\$0.00	\$22,200.00
12	1,150	L.F.	Paint Curb Existing Color	\$8.00	1,000.00	L.F.	0.00	L.F.	\$8,000.00	\$0.00	\$8,000.00	\$9,200.00
13	6,368	L.F.	Root Prune and Install Root Barrier	\$48.00	4,794.00	L.F.	523.00	L.F.	\$230,112.00	\$25,104.00	\$255,216.00	\$305,664.00
14	86	EA	Install Truncated Domes (ADA ramps)	\$1,428.00	93.00	EA	0.00	EA	\$132,804.00	\$0.00	\$132,804.00	\$122,808.00
15	858,620	S.F.	Cold Mill (2-inch Minimum Depth)	\$0.42	743,511.00	S.F.	0.00	S.F.	\$312,274.62	\$0.00	\$312,274.62	\$360,620.40
16	23,000	S.F.	Cold Mill (6-inch Depth) - Balearic Park Playground	\$1.96	0.00	S.F.	0.00	S.F.	\$0.00	\$0.00	\$0.00	\$45,080.00
17	870	TONS	AC Overlay (6-inch Depth)-Balearic Park Playground	\$133.00	0.00	TONS	0.00	TONS	\$0.00	\$0.00	\$0.00	\$115,710.00
18	13,500	TONS	Type "C" Asphalt Concrete (A.C.) Overlay (Paving Machine) - Surface Course	\$111.00	14,247.83	TONS	0.00	TONS	\$1,581,509.13	\$0.00	\$1,581,509.13	\$1,498,500.00
19	440	TONS	Type "B" Asphalt Concrete (A.C.) Base Course (Paving Machine)	\$133.00	0.00	TONS	0.00	TONS	\$0.00	\$0.00	\$0.00	\$58,520.00
20	1,475	TONS	Type "D" Asphalt Concrete (A.C.) Leveling Course (Paving Machine)	\$133.00	0.00	TONS	0.00	TONS	\$0.00	\$0.00	\$0.00	\$196,175.00
21	600	TONS	Remove & Reconstruct Asphalt Concrete (A.C.) 6-inch Minimum Depth. (Including Excavation) - Digouts	\$282.00	734.10	TONS	0.00	TONS	\$207,016.20	\$0.00	\$207,016.20	\$169,200.00
22	6	EA	Install Type "E" Traffic Signal Loops	\$1,111.00	6.00	EA	0.00	EA	\$6,666.00	\$0.00	\$6,666.00	\$6,666.00
23	4	EA	Install Type "F" or modified Type "F" Traffic Signal Loops	\$1,111.00	4.00	EA	0.00	EA	\$4,444.00	\$0.00	\$4,444.00	\$4,444.00
24	80	EA	Install Blue Raised Pavement Markers (BRPM)	\$24.00	80.00	EA	0.00	EA	\$1,920.00	\$0.00	\$1,920.00	\$1,920.00
25	36	EA	Adjust and Reset Existing Survey Monuments and Ties per California Licensed Land Surveyor	\$1,300.00	78.00	EA	0.00	EA	\$101,400.00	\$0.00	\$101,400.00	\$46,800.00
26	87	EA	Adjust Manhole Covers to Grade	\$1,300.00	99.00	EA	0.00	EA	\$128,700.00	\$0.00	\$128,700.00	\$113,100.00
27	93	EA	Adjust Water Valves to Grade	\$1,300.00	109.00	EA	4.00	EA	\$141,700.00	\$5,200.00	\$146,900.00	\$120,900.00
28	2	EA	Adjust Well Monuments to Grade	\$1,300.00	1.00	EA	0.00	EA	\$1,300.00	\$0.00	\$1,300.00	\$2,600.00
29	940	ELT	Slurry Seal Type II with 2.5% Latex	\$321.00	1,170.20	ELT	0.00	ELT	\$375,634.20	\$0.00	\$375,634.20	\$301,740.00
30	62650	L.F.	Edge Grinding (18 inch width max)	\$0.82	76,680.00	L.F.	0.00	L.F.	\$62,877.60	\$0.00	\$62,877.60	\$51,373.00
31	1	LS	Crack Seal	\$82,000.00	100.00	%	0.00	%	\$82,000.00	\$0.00	\$82,000.00	\$82,000.00
TOTAL CONTRACT									\$8,630,754.62	\$283,787.85	\$8,914,542.48	\$9,163,000.00

**PROJECT LOCAL WORKER SUMMARY**

The Local Hire goal is 35% of all hours performed onsite.

The Local Area is broken into multiple tiers. Priority is first given to residents of Costa Mesa; second to veterans of the US Armed Forces, regardless of residency; third to graduates of high schools within the City of Costa Mesa, regardless of residency; fourth to graduates of the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship (MC3) Program, regardless of residency; and fifth to residents of the remainder of Orange County.

The charts below show local worker utilization for all active projects under the CWA.

Projects	Total Hours	Local Hours	Local %	Tier 1 Hours	Tier 1 %	Tier 2 Hours	Tier 2 %	Tier 3 Hours	Tier 3 %	Tier 4 Hours	Tier 4 %	Tier 5 Hours	Tier 5 %	Non-Local Hours
Citywide Parkway Maintenance 24-25	27,562.91	5,814.29	21.09%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	5,856.29	21.25%	21,706.62

-End Report-



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-332

Meeting Date: 7/21/2026

TITLE:

**TRAFFIC MANAGEMENT SERVICES AGREEMENTS WITH THE 32ND DISTRICT
AGRICULTURAL ASSOCIATION**

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: DAN HOLL, SERGEANT

CONTACT INFORMATION: DAN HOLL (714) 754-4963

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the 2026 agreement between the City and the 32nd District Agricultural Association for traffic management services for the Orange County Fair.
2. Approve the 2026 agreement between the City and the 32nd District Agricultural Association for traffic management services for all designated year-round events at the Orange County Fair and Event Center (OCFEC).
3. Authorize the City Manager, or their designee, to execute the agreements.
4. Authorize the City Manager, or their designee, to execute any amendments to the agreements, including but not limited to, amendments increasing the maximum compensation to be paid to the City.

BACKGROUND:

Each year the City enters into two agreements with the 32nd District Agricultural Association ("District") to provide traffic management services. The first agreement applies to services provided by Police Department personnel during the annual Orange County Fair ("OC Fair").

The second agreement applies to services provided by Police Department personnel at designated events that occur at the Orange County Fair & Event Center (OCFEC) throughout the year.

The State of California requires the governing body (City Council) to approve all agreements before payment can be made.

ANALYSIS:

The Costa Mesa Police Department is requesting the City Council approval to enter into agreements with the District to provide traffic management services during the 2026 OC Fair and during designated events throughout the year at the OCFEC.

The agreements provide for reimbursement of personnel costs incurred by the City for providing traffic management services for the events. The District will compensate the City in accordance with the hourly rates set forth in the City of Costa Mesa Rate Determination, established pursuant to Administrative Regulation 2.13.

Generally, the services that will be provided under both agreements include:

1. Providing and coordinating traffic management services for events at the OCFEC.
2. Controlling traffic lights in unison with the efforts of the District's Parking Department.
3. Closing City streets in unison with the efforts of the District's Parking Department. Police Department personnel will update signage boards to reflect street closures and directional information in conjunction with the District's Parking Department.

The details relating to each agreement are outlined below.

Traffic Management Services - Orange County Fair

The agreement specific to traffic management services during the OC Fair has a term of July 17, 2026, through August 16, 2026. The services will be provided during the OC Fair, which is scheduled from July 17, 2026 through August 16, 2026. The District will pay the City a maximum of \$370,679 for services provided during the OC Fair. However, if that amount is reached, the City and District will meet to amend the maximum compensation as needed.

Traffic Management Services - Designated Events at the OCFEC

The agreement specific to traffic management services during designated year-round events has a term of July 1, 2026, through June 30, 2027. The services will be provided during designated largescale events that occur at the OCFEC. The District will pay the City a maximum of \$128,323 for services provided for events throughout the year. However, if that amount is reached, the City and District will meet to amend the maximum compensation as needed.

ALTERNATIVES:

The City Council could choose not to approve the agreements between the City and the 32nd District Agricultural Association for traffic management services. However, this alternative would result in increased traffic congestion in and around the OC Fair during large-scale events, which would impact and require Police Department resources without any compensation.

FISCAL REVIEW:

Cost incurred by the City is offset by the agreement with the 32nd District Agricultural Association.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and the agreements and approved it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council Goal:

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

CONCLUSION:

Staff recommends City Council to:

1. Approve the 2026 agreement between the City and the 32nd District Agricultural Association for traffic management services for the Orange County Fair.
2. Approve the 2026 agreement between the City and the 32nd District Agricultural Association for traffic management services for all designated year-round events at the Orange County Fair and Event Center ("OCFEC").
3. Authorize the City Manager, or their designee, to execute the agreements.
4. Authorize the City Manager, or their designee, to execute any amendments to the agreements, including, but not limited to, amendments increasing the maximum compensation to be paid to the City.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R	TH	A	MA	F	JDC
AGREEMENT NUMBER SA-224-26YR					
PURCHASING NUMBER (if applicable)					

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
CITY OF COSTA MESA
2. The term of this Agreement is: **07/1/2026** through **06/30/2027** **FED ID: 95-6005030**
3. The maximum amount of this Agreement is: **\$128,323.00**
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide traffic management for year-round events 2026/2027.	Page 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4-5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6-9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10-13
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 14-17
Exhibit F – OCFEC Megan’s Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Costa Mesa		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Cecilia Gallardo-Daly, City Manager		
CONTRACTOR BUSINESS ADDRESS P.O Box 1200, Costa Mesa, CA 92626		
STATE OF CALIFORNIA		
CONTRACTING AGENCY NAME 32ND District Agricultural Association/OC Fair & Event Center		
AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING James Canfield, Chief Executive Officer		
CONTRACTING AGENCY ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

☐ Exempt per:



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EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Thane Hollman, Director
Phone Number (714) 708-1885

City Of Costa Mesa
Joyce LaPointe, Chief of Police
Phone Number (714) 754-5117

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering into any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure. The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

CONTRACTOR AGREES:

1. To provide and coordinate traffic management service during designated Year-Round Events at the OC Fair & Event Center.
2. To provide traffic management personnel for large-scale events, where there is a high volume of automobile and/or pedestrian traffic.
3. To control or “pickle” traffic lights in unison with the efforts of the District’s Parking Department.
4. To close City streets in unison with the efforts of the District’s Parking Department. Contractor to update signage boards to reflect street closures and directional information in conjunction with the District’s Parking Department.
5. The dates, times, and number of police personnel required will be mutually determined by the Costa Mesa Police Department and District Management.



City Of Costa Mesa

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6. To submit invoice to District for services performed during year-round events, no later than thirty (30) days after conclusion of event.
7. Invoicing shall include the event name for which services were rendered, as well as employee names, shift start/end time, hours worked, employee's hourly rate, and a post-event summary report of field operations, including a description of services performed.
8. Both Parties reserve the right to terminate this Agreement at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To notify the Contractor in advance of requested services.
2. Contractor to be paid according to the Costa Mesa Police Department fee schedule in Exhibit B, total amount not to exceed ONE HUNDRED TWENTY-EIGHT THOUSAND, THREE HUNDRED TWENTY-THREE Dollars and 00/100 (\$128,323.00). Notwithstanding the foregoing, if Contractor's compensation reaches \$128,323.00 prior to the end of the term of this Agreement, District and Contractor will meet and confer to determine whether an increase in the total compensation is needed to cover Contractor's services for the remainder of the term of this Agreement. If such an increase is needed, District and Contractor will negotiate in good faith to determine the amount of such increase and enter into a written amendment to this Agreement to reflect such increased amount. If District and Contractor do not agree upon an increased compensation amount and Contractor's compensation reaches \$128,323, Contractor shall cease providing services until such time as the total compensation is increased as appropriate to compensate Contractor for services required for the remainder of the term.
3. Payment will be made no more than thirty (30) days after satisfactory completion of work herein required and upon receipt of proper invoice.

-End Exhibit A-



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EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5102-51

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoices shall include the date on which services were rendered as well as employee names, shift start and end time, hours worked, and employee's hourly rate, and contain the District's Purchase Order number 54029. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

PAYMENT RATES: See below



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EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

PAYMENT RATES:



CITY OF COSTA MESA RATE DETERMINATION Effective July 1, 2026

In accordance with Administrative Regulation 2.13, the following is a list of frequently requested hourly rates ³

<u>Other City Positions</u>	<u>Straight Time</u> ¹	<u>Special Event Overtime Rate</u> ²	<u>Fire Positions</u>	<u>Straight Time</u> ¹	<u>Special Event Overtime Rate</u> ²
Animal Control Officer	\$58	\$72	Battalion Chief	\$155	\$204
Animal Control Supervisor	\$83	\$108	Fire Captain	\$122	\$159
Animal Services Coordinator	\$58	\$72	Fire Engineer	\$108	\$138
Assistant Engineer	\$69	\$90	Fire Fighter	\$86	\$118
Associate Engineer	\$87	\$112	Fire Fighter Paramedic	\$113	\$145
Associate Planner	\$73	\$95			
Chief Plans Examiner	\$98	\$127	<u>Police Positions</u>		
Code Enforcement Officer II	\$64	\$79	Police Cadet	\$40	\$59
Communications Officer	\$63	\$77	Police Lieutenant	\$153	\$202
Senior Communications Supervisor	\$89	\$108	Police Officer	\$97	\$126
Community Services Specialist	\$53	\$66	Police Officer (Motorcycle)	\$103	\$133
Construction Inspector	\$69	\$86	Police Officer (K9)	\$102	\$132
Crime Analyst	\$64	\$83	Police Recruit	\$79	\$92
Crime Prevention Specialist	\$88	\$84	Police Reserve Officer	\$85	\$113
Crime Scene Investigator	\$68	\$77	Police Sergeant	\$122	\$161
Equipment Mechanic II	\$55	\$72	Police Sergeant (Motorcycle)	\$129	\$167
Equipment Mechanic III	\$60	\$77	Senior Police Officer	\$108	\$141
Facilities Maintenance Technician	\$52	\$67	Senior Police Officer (Motorcycle)	\$112	\$145
Lead Equipment Mechanic	\$67	\$87			
Lead Maintenance Worker	\$64	\$79	<u>Community Risk Reduction Team</u>		
Maintenance Assistant	\$38	\$54	Assistant Fire Chief (Communication Risk)	\$124	\$152
Maintenance Worker	\$48	\$59	Assistant Fire Marshal	\$82	\$107
Maintenance Supervisor	\$78	\$97	Code Enforcement Officer I	\$54	\$70
Maintenance Services Manager	\$117	\$149	Code Enforcement Officer II	\$64	\$79
Office Specialist II	\$43	\$56	Fire Protection Specialist	\$68	\$84
Park Ranger	\$53	\$66			
Plan Check Engineer	\$90	\$117	<u>Other Positions</u>		
Principal Planner	\$97	\$126	Custody Officer	\$65	\$89
Property and Evidence Specialist	\$52	\$68	Police Records Technician	\$49	\$56
Property and Evidence Supervisor	\$83	\$108	Senior Police Records Technician	\$53	\$61
Senior Maintenance Worker	\$52	\$65			
Senior Combination Building Inspector	\$75	\$97			

Notes - Rates are based on most recent applicable Memorandum of Understanding.

¹ Includes annual salary at top step, other compensation and benefits (excluding Unfunded Actuarial Liability and Cafeteria), divided by 2,080 hours/annually.

² Includes straight time hourly rate plus 1/2 of the basic hourly rate divided by 2,080 hours. Other benefits are excluded from this portion of the calculations.

³ These rates do not include equipment and apparatus charges. Equipment and apparatus rates to be utilized are based on CalOES CalOES established rates. The most recent rates may be found at <https://www.caloes.ca.gov/office-of-the-director/operations/response-operations/fire-rescue/administration-reimbursement/>.

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 2/2025

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair



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Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the Contractor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Contractor. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of



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law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

- a. The following terms are in addition to the defined terms and shall apply to the Contract:
 - i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)
- b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract



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performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

- c. Notification shall be provided to the State designee identified in this Contract.
- d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
- f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-



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EXHIBIT D – SPECIAL TERMS AND CONDITIONS

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CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Cecilia Gallardo-Daly		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)



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EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its Contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.



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EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)



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EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, District, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



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EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

(Revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the Contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding,



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Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the Contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be



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sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this Contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this Contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this Contract.



2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this Contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fair time Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

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EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION
OC Fair & Event Center
Page 1 of 1

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:** _____

Type of Company/Organization (Circle one):	Contractor Entertainer	Consultant Exhibitor	Concessionaire Volunteer
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Other/Explanation if Needed: _____

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OC FEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OC FEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OC FEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OC FEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OC FEC with respect to the sole negligence or willful misconduct of the OC FEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification on behalf of Contractor.

Company/Organization Representative’s Signature

Title of Representative

Cecilia Gallardo-Daly

Printed Name

Date



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EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 1

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.
2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.
3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.
4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

Cecilia Gallardo-Daly

(Print Name & Title)

(Signature)

(Date)

-End Exhibit G-



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EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

Page 1 of 5

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this Contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this Contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the Contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said Contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the Contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.



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EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

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8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the Contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the Contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this Contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.



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EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

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14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.



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EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

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18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the Contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

- a. Contractor is to keep job site clean daily and upon project completion.
- b. Contractor shall sweep and blow all debris daily and upon project completion.
- c. Contractor will dump all green waste in the provided 40 yard dumpster on OC FEC grounds.
- d. Do not dispose of any construction material or project waste on OC FEC grounds or in OC FEC containers.
- e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
- f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.



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EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

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24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this Contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards. The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R **TH** A **MA** F 

AGREEMENT NUMBER SA-225-26FT
PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
CITY OF COSTA MESA
2. The term of this Agreement is: **07/1/2026** through **08/30/2026** **FED ID: 95-6005030**
3. The maximum amount of this Agreement is: **\$384,644.00**
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide traffic management for the 2026 OC Fair	Page 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4-5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6-9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10-13
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 14-17
Exhibit F – OCFEC Megan’s Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Costa Mesa		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Cecilia Gallardo-Daly, City Manager		
CONTRACTOR BUSINESS ADDRESS P.O Box 1200, Costa Mesa, CA 92626		
STATE OF CALIFORNIA		
CONTRACTING AGENCY NAME 32ND District Agricultural Association/OC Fair & Event Center		
AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING James Canfield, Chief Executive Officer		
CONTRACTING AGENCY ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

☐ Exempt per:



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EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Thane Hollman, Director
Phone Number (714) 708-1885

City Of Costa Mesa
Joyce LaPointe, Chief of Police
Phone Number (714) 754-5117

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering into any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure. The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

CONTRACTOR AGREES:

1. To provide and coordinate traffic management service for twenty-three (23) operating days during the 2026 OC Fair.
2. The dates, times, and number of police personnel required will be mutually determined by the Costa Mesa Police Department and District Management.
4. To attend a pre-fair Parking Operations coordination meeting with District staff in June 2026. Meeting times and locations shall be mutually agreed upon by the Contractor and the District.
5. To control or “pickle” traffic lights in unison with the efforts of the District’s Parking Department.
6. To close City streets in unison with the efforts of the District’s Parking Department. The Contractor to update signage boards to reflect street closures and directional information in conjunction with the District’s Parking Department.



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7. To provide a weekly summary report of the previous week's activities each Wednesday (*July 22, July 29, August 5, and August 12*), including the *date on which services were rendered, employee names/titles, shift start/end time, and employee's hourly rate*.
8. To submit the invoice to the District for services performed during the 2026 OC Fair no later than sixty (60) days after the expiration of the term of the agreement.
9. Invoicing shall include: *date on which services were rendered, employee names/titles, shift start/end time, and employee's hourly rate*.
10. Both Parties reserve the right to terminate this Agreement at any time, with or without cause, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the Contract.

DISTRICT AGREES:

1. To notify the Contractor in advance of requested services.
2. Contractor to be paid according to the Costa Mesa Police Department fee schedule in Exhibit B, the total amount not to exceed THREE HUNDRED EIGHTY-FOUR THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS. (\$384,644.00). Notwithstanding the foregoing, if the Contractor's compensation reaches \$384,644 prior to the end of the term of this Agreement, the District and the Contractor will meet and confer to determine whether an increase in the total compensation is needed to cover the Contractor's services for the remainder of the term of this Agreement. If such an increase is needed, the District and Contractor will negotiate in good faith to determine the amount of such increase and enter into a written Amendment to this Agreement should reflect such an increased amount. If the District and Contractor do not agree upon an increased compensation amount and the Contractor's compensation reaches \$384,644, the Contractor shall cease providing services until such time as the total compensation is increased as appropriate to compensate the Contractor for services required for the remainder of the term.
3. Payment will be made no more than thirty (30) days after the satisfactory completion of services herein required and upon receipt of the proper itemized invoice.

-End Exhibit A-



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EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5102-51

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoices shall include the date on which services were rendered as well as employee names, shift start and end time, hours worked and employee's hourly rate, and contain the District's Purchase Order number 54023. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

PAYMENT RATES: See below



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EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

PAYMENT RATES:



CITY OF COSTA MESA RATE DETERMINATION Effective July 1, 2026

In accordance with Administrative Regulation 2.13, the following is a list of frequently requested hourly rates ³

<u>Other City Positions</u>	<u>Straight Time</u> ¹	<u>Special Event Overtime Rate</u> ²	<u>Fire Positions</u>	<u>Straight Time</u> ¹	<u>Special Event Overtime Rate</u> ²
Animal Control Officer	\$58	\$72	Battalion Chief	\$155	\$204
Animal Control Supervisor	\$83	\$108	Fire Captain	\$122	\$159
Animal Services Coordinator	\$58	\$72	Fire Engineer	\$108	\$138
Assistant Engineer	\$69	\$90	Fire Fighter	\$86	\$118
Associate Engineer	\$87	\$112	Fire Fighter Paramedic	\$113	\$145
Associate Planner	\$73	\$95			
Chief Plans Examiner	\$98	\$127	<u>Police Positions</u>		
Code Enforcement Officer II	\$64	\$79	Police Cadet	\$40	\$59
Communications Officer	\$63	\$77	Police Lieutenant	\$153	\$202
Senior Communications Supervisor	\$89	\$108	Police Officer	\$97	\$126
Community Services Specialist	\$53	\$66	Police Officer (Motorcycle)	\$103	\$133
Construction Inspector	\$69	\$86	Police Officer (K9)	\$102	\$132
Crime Analyst	\$64	\$83	Police Recruit	\$79	\$92
Crime Prevention Specialist	\$88	\$84	Police Reserve Officer	\$85	\$113
Crime Scene Investigator	\$68	\$77	Police Sergeant	\$122	\$161
Equipment Mechanic II	\$55	\$72	Police Sergeant (Motorcycle)	\$129	\$167
Equipment Mechanic III	\$60	\$77	Senior Police Officer	\$108	\$141
Facilities Maintenance Technician	\$52	\$67	Senior Police Officer (Motorcycle)	\$112	\$145
Lead Equipment Mechanic	\$67	\$87			
Lead Maintenance Worker	\$64	\$79	<u>Community Risk Reduction Team</u>		
Maintenance Assistant	\$38	\$54	Assistant Fire Chief (Communication Risk)	\$124	\$152
Maintenance Worker	\$48	\$59	Assistant Fire Marshal	\$82	\$107
Maintenance Supervisor	\$78	\$97	Code Enforcement Officer I	\$54	\$70
Maintenance Services Manager	\$117	\$149	Code Enforcement Officer II	\$64	\$79
Office Specialist II	\$43	\$56	Fire Protection Specialist	\$68	\$84
Park Ranger	\$53	\$66			
Plan Check Engineer	\$90	\$117	<u>Other Positions</u>		
Principal Planner	\$97	\$126	Custody Officer	\$65	\$89
Property and Evidence Specialist	\$52	\$68	Police Records Technician	\$49	\$56
Property and Evidence Supervisor	\$83	\$108	Senior Police Records Technician	\$53	\$61
Senior Maintenance Worker	\$52	\$65			
Senior Combination Building Inspector	\$75	\$97			

Notes - Rates are based on most recent applicable Memorandum of Understanding.

¹ Includes annual salary at top step, other compensation and benefits (excluding Unfunded Actuarial Liability and Cafeteria), divided by 2,080 hours/annually.

² Includes straight time hourly rate plus 1/2 of the basic hourly rate divided by 2,080 hours. Other benefits are excluded from this portion of the calculations.

³ These rates do not include equipment and apparatus charges. Equipment and apparatus rates to be utilized are based on CalOES CalOES established rates. The most recent rates may be found at <https://www.caloes.ca.gov/office-of-the-director/operations/response-operations/fire-rescue/administration-reimbursement/>.

-End Exhibit B-



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EXHIBIT C – GENERAL TERMS AND CONDITIONS

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GTC 2/2025

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair



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Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the Contractor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Contractor. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation c



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law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

- a. The following terms are in addition to the defined terms and shall apply to the Contract:
 - i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)
- b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract



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performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

- c. Notification shall be provided to the State designee identified in this Contract.
- d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
- f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

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EXHIBIT D – SPECIAL TERMS AND CONDITIONS

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CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Cecilia Gallardo-Daly		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)



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EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its Contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.



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EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)



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EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, District, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



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EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

(Revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the Contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding,



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Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the Contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be



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sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this Contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this Contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this Contract.



2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this Contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fair time Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

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EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION

OC Fair & Event Center

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This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:** _____

Cecilia Gallardo-Daly

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire**
Entertainer **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OC FEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OC FEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OC FEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OC FEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OC FEC with respect to the sole negligence or willful misconduct of the OC FEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification on behalf of Contractor.

Company/Organization Representative’s Signature

Title of Representative

Cecilia Gallardo-Daly

Printed Name

Date



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EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 1

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.
2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.
3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.
4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

Cecilia Gallardo-Daly

(Print Name & Title)

(Signature)

(Date)

-End Exhibit G-



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EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

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1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this Contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this Contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the Contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said Contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the Contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.



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EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

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8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the Contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the Contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this Contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.



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EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

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14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.



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EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

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18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the Contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

- a. Contractor is to keep job site clean daily and upon project completion.
- b. Contractor shall sweep and blow all debris daily and upon project completion.
- c. Contractor will dump all green waste in the provided 40 yard dumpster on OC FEC grounds.
- d. Do not dispose of any construction material or project waste on OC FEC grounds or in OC FEC containers.
- e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
- f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.



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EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

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24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this Contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards. The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 26-315

Meeting Date: 7/21/2026

TITLE:

FLOCK SAFETY AUTOMATED LICENSE PLATE READER (ALPR) REPORT AND PRESENTATION

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: JARED BARNES, POLICE LIEUTENANT

CONTACT INFORMATION: JARED BARNES POLICE LIEUTENANT,
(714) 754-5125

RECOMMENDATION:

Based on the demonstrated success of the Costa Mesa Police Department's Automated License Plate Reader (ALPR) program, staff recommends that the City Council approve the continued use of Flock Safety ALPR system.

BACKGROUND:

In February of 2026, members of the Community expressed comments at City Council meetings regarding security breaches and misuse of the Flock Public Safety system. Based on the concerns expressed by members of the public, the Costa Mesa Police Department will address community concerns regarding the use of Flock technology and the safeguards in place to protect privacy.

Flock Safety Data Security Incidents: Several California agencies have reported data security incidents involving Flock Safety's ALPR system. In January 2026, Mountain View PD disclosed that a "national lookup" setting, enabled by Flock without the department's knowledge, allowed federal agencies (including ATF and Langley Air Force Base) to search its data between August and November 2024, while a separate "statewide lookup" setting resulted in roughly 600,000 unauthorized queries by about 250 California agencies over one year. Flock disabled the national lookup feature statewide in March 2025. In fall 2025, a public records request revealed that Santa Cruz PD's data had been accessed by out-of-state agencies lacking data-sharing agreements, a violation of California's ALPR Privacy Act, prompting Santa Cruz to terminate its Flock contract and Flock to further restrict audit record visibility. These incidents stemmed from a pre-March 2025 system design that allowed data-sharing settings to be enabled without agencies' full knowledge or consent. Flock's corrective actions were to disable national lookup, restricting statewide sharing, and adding mandatory configuration logging, directly addressing these issues. Costa Mesa has confirmed that the national lookup setting was never enabled on its cameras, that no Costa Mesa data has been shared with out-of-state or federal agencies, and that the City does not release Flock search data in response to public records requests.

In 2023-2024, during a Costa Mesa Police Department administrative investigation, investigators discovered misconduct in the use of the Flock system by an employee. The Costa Mesa Police Department took immediate action to stop the access and investigate the misuse of the system. Based on the investigation, the employee resigned, and the case was forwarded and charged by the Orange County District Attorney's Office.

While concerns are understandable, given recent incidents statewide, it is important to place them in the context of how and why the Costa Mesa Police Department began using the Flock Safety system.

Over the last 15 years, law enforcement agencies have employed Automated License Plate Reader (ALPR) technology to locate stolen vehicles and solve crimes involving the use of automobiles. The evolution of ALPR technology has made these products more affordable and prevalent among law enforcement. Although the Police Department had previously deployed mobile ALPRs for a number of years, those devices reached the end of their operational life and are no longer in use.

In June 2022, the City entered into an agreement with Flock Safety for 31 fixed ALPR cameras throughout the city. In 2023, 15 additional cameras were acquired utilizing funds from the state Organized Retail Theft (ORT) Grant, bringing the current total to 46 Flock ALPR cameras. Cameras are strategically positioned to monitor major entry and exit points throughout the city to aid criminal investigations, recover stolen vehicles, apprehend wanted suspects, and locate missing persons.

Flock Safety utilizes artificial intelligence to analyze photos of vehicles and capture date, time, location, and license plate details, as well as vehicle type and color, enabling retroactive search capabilities. The Police Department also utilizes Flock's real-time notifications, which immediately alerts officers when stolen vehicles, vehicles used in crimes, or vehicles associated with wanted criminals are captured by ALPR, allowing officers to respond, investigate, and apprehend suspects before additional crimes occur in Costa Mesa. In addition, the department is able to view community partners' Flock Information from homeowner associations and private retailers within the city.

Flock does not intentionally photograph vehicle occupants and does not employ facial recognition. ALPR photographs have been deemed legal by courts on numerous occasions, as there is no expectation of privacy on a public roadway. The Costa Mesa Police Department maintains accountability with the Flock system by implementing audit protocols, including consistent supervisory review and administrative oversight of all license plate reader queries, case justifications, and automated access logs that track every search.

The Costa Mesa Police Department has created a public transparency portal link that provides an overview of its Automated License Plate Reader (ALPR) program through the department's website. The portal also includes a link to Flock Safety's transparency page, where community members can review the department's ALPR policies, system usage, camera locations, data sharing practices, and program statistics. The Costa Mesa Police Department complies with Public Request Act (PRA) requests by providing responsive records when permitted, and lawfully withholding information related to active investigations in accordance with applicable Government Code exemptions. From 2025-2026, the department received 13 PRA's regarding Flock. Seven requests were exempt from public disclosure. Five requests were released to the requesting parties with information ranging from procurement data, information shared with other law enforcement agencies, and a list of officers authorized to use Flock. One request was deferred to the City Clerk's office.

Flock cameras are self-sustaining, utilizing solar power and cellular (LTE) communications, with all maintenance provided by the vendor. The all-inclusive lease is \$3,000 per camera annually and includes a two-year warranty, Criminal Justice Information Services (CJIS)-compliant cloud hosting, unlimited user licenses, continuous software improvements and camera setup, mounting, shipping, and handling. The total annual cost is \$151,800.

ANALYSIS:

In June 2022, the City leased 31 Flock Safety ALPR cameras through Omnia Partners Cooperative Agreement with Insight Public Sector. A subsequent cooperative agreement through Omnia Partners with Insight Public Sector was executed for the lease and maintenance of 46 Flock Safety ALPR camera systems through April 2027.

Flock ALPR cameras provide significant law enforcement benefits, including faster suspect vehicle identification, real-time alerts, and improved investigative efficiency. Rather than relying solely on witness descriptions, investigators can search by:

- License plate (full, partial, paper, or missing)
- Vehicle color, make, and model
- Unique features such as roof racks, decals, or damage

This capability is especially valuable when suspects remove, swap, or obscure license plates. Flock generates alerts, often within 30 seconds, when a photographed vehicle matches one in the California Stolen Vehicle Database or is associated with a wanted, missing, or abducted person. ALPR also enables detectives to rapidly identify investigative leads for cases that would otherwise require hours or days of manual video review. The system helps investigators establish time and location evidence, and connections between multiple crime scenes, reducing investigative workload while improving case clearance rates. Flock does not capture names or personal information of motorists or passengers. Search records are retained for a period of 365 days. This retention period ensures that relevant data remains available for investigations, which may be initiated or discovered months after the underlying incident.

In the past 12 months, Costa Mesa's ALPR cameras have directly led to over 100 felony arrests, including cases involving grand theft, possession of stolen vehicles, embezzled vehicles, hit and run traffic collisions, burglaries, assault with a deadly weapon, sexual assault, crimes against children, and homicide. Flock has also assisted in the recovery of 20 stolen vehicles and the location of three reported missing persons. These results are consistent with Flock's 2025 Impact Census, a study of nearly 700 agencies, which found that Flock technology assisted in solving an estimated 20% of cleared cases and contributed to more than half of stolen vehicle recoveries in over 40% of customer jurisdictions.

No alternative ALPR vendor has replicated Flock's established California investigative network of more than 30,000 cameras. The Costa Mesa Police Department has researched three alternate vendors. The alternative vendors either lack the regional footprint of networks or do not have sharing capabilities with other local law enforcement agencies. Criminal activity is not confined to a single city; offenders routinely travel across city boundaries and from neighboring counties to commit crimes in our community. Trusted by over 5,000 law enforcement agencies and 1,000 private businesses,

Flock Safety enables investigators to identify, track, and locate suspects regardless of where they reside. Loss of access to this network would represent a significant reduction in the Police Department's investigative capabilities.

The Police Department operates its Flock ALPR program in compliance with California Civil Code § 1798.90.5, et seq. (Senate Bill 34), which governs the collection, storage, use, and sharing of ALPR data. Under state law, ALPR data may only be shared with California state law enforcement agencies authorized by the California Department of Justice. Flock Safety's improved data safeguards, implemented progressively from March 2025 through May 2026, ensure California agencies, including Costa Mesa, do not inadvertently share data with federal or out-of-state entities, consistent with SB 34 requirements. Per the Master Service Agreement and the Flock Safety Policy for Responding to Legal Demands for Customer data, the Costa Mesa Police Department owns its own ALPR data (Attachments "1" & "2"), and controls what California agencies are provided access. Per our policies and State law, our ALPR system can only be used for legitimate law enforcement purposes and will never be utilized for immigration enforcement or for any purpose not specific to the enforcement of California laws. In addition, the Costa Mesa Police Department utilizes Flock's multi-factor authentication to ensure that only verified personnel can access the system, adding a critical layer of security to sensitive data. Access is strictly controlled, and unauthorized users are prohibited from the system, with safeguards in place to prevent, detect, and address any misuse.

Staff recommends that the City retain the Flock Safety ALPR contract while continuing to monitor and audit data access to ensure that ALPR information is used solely for legitimate California law enforcement purposes.

ALTERNATIVES:

City Council may provide feedback and direction on the City's use of Flock Safety ALPR.

FISCAL REVIEW:

There is no new fiscal impact. Funding for the lease and maintenance of 46 Flock ALPR systems has been included in the General Fund and under the ORT Grant, which will cover the current 3-year agreement to lease and maintain 46 Flock ALPR cameras through April 2027.

LEGAL REVIEW:

The City Attorney's Office has reviewed the Flock report and has approved it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council Goal:

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

CONCLUSION:

Based on the demonstrated success of the Costa Mesa Police Department's Automated License Plate Reader (ALPR) program, staff recommends that the City Council approve the continued use of Flock Safety ALPR system.

End-User License Agreement

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of

Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of Authorized End User which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies; the competitive strength of, or market for, Flock’s products or services; such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing

access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("**Permitted Purpose**"); or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they

do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“*Customer Generated Data*”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of

Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of this Agreement. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent

the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable cooperative agreement Order Form.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“Cure Period”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole

discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.5 Insurance. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock

or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) Commercial General Liability insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) Umbrella or Excess Liability insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) Professional Liability/Errors and Omissions insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) Commercial Automobile Liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) Cyber Liability insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses,

on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

9.4 Customer Indemnity. To the extent permitted by law, Customer shall indemnify and hold harmless Flock against any damages, losses, liabilities, settlements, and expenses in connection with any claim or action that arises from an alleged violation of Customer Obligations, Customer's sharing of any Customer Data, including any claim that such actions violate any applicable law or third party right.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the

event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms on an applicable Order Form or purchase order and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Public Disrepute. In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or

omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

CUSTOMER NOTICES ADDRESS:

77 Fair Drive
Costa Mesa, CA 92626
ATTN: Captain Brian Wadkins, POLICE DEPARTMENT

With a copy to:

Jones Mayer
Costa Mesa City Attorney
3777 N. Harbor Blvd.
Fullerton, CA 92835



Flock Safety Policy for Responding to Legal Demands for Customer Data

Overview

Flock Safety is committed to honoring our contractual obligations to our customers to protect the integrity and privacy of customer data, in compliance with all federal and state laws.

When Flock is confronted with requests for information, Flock always:

- analyzes the source of the request, the context, and legality;
- notifies and works with the affected customer, when allowed by law; and
- responds when a court orders Flock to provide data.

Methods of Service

As a threshold matter, Flock will analyze if the requesting party properly served Flock with legal process. Flock has established protocols in our [Evidence Policy](#) by which we will accept legal process from law enforcement; all other entities must comply with traditional methods to effectuate legal service of process in order to compel a response from Flock.

Preservation

If Flock determines that it has been properly served with legal process, Flock will evaluate whether to place a temporary hold to preserve the requested data while it performs the process outlined below.

Notification

In strict adherence to [Flock's Privacy Policy](#), we will use reasonable efforts to provide notice to the customer(s) whose data is the subject of the legal demand ("affected customer") when legal demands are received, unless we are explicitly prohibited from doing so by law. Flock

Last Updated March 16, 2026

Flock Safety

will notify customers when any such data is sought in response to required disclosures from government, law enforcement, or third parties. Flock will give customers seven calendar days to pursue any legal remedy to challenge the legal demand. Notice may be reasonably withheld if prohibited by law or if Flock believes that such notice may pose immediate risk of serious injury or death to a member of the public.

Process

Court Ordered Demands

Flock will convey to the requesting agency that data is owned exclusively by the affected customer and will request that the legal process be redirected to the affected customer.

Flock's policy is to respond to compulsory legal demands that Flock determines, in good faith, are not overbroad and appear relevant to a legitimate purpose.

Flock carefully reviews all submissions to ensure that there is a valid legal basis for each request. If any request is considered to be unclear, inappropriate, over-broad, or without legal basis, Flock reserves the right to challenge or reject such request.

Compulsory Process - Customer and Flock Object

Should Flock—or when able to be notified, Flock jointly with the affected customer—have a good-faith legal objection to a properly served compulsory legal demand, Flock may initiate formal judicial review. Flock will comply with any final judicial decision.

Compulsory Process - Only Customer Objects

Once Flock communicates the request and coordinates with the affected customer, should the affected customer and Flock disagree about the legality of a properly served compulsory legal demand, the affected customer—without the assistance of Flock—may pursue any legal remedy to challenge the legal demand. Flock will comply with any judicial stay or order in proceedings initiated by the affected customer. Flock will comply with any final judicial decision.

In the absence of a timely request for judicial intervention by the affected customer, Flock will comply with the compulsory legal demand as specified in the legal demand and/or in compliance with state and federal law, if the terms of compliance are not specified.

Legal Requests

Upon receipt of a non-compulsory legal demand or an administrative subpoena—unless prohibited by law—Flock will inform the affected customer. Flock will convey to the requesting agency that data is owned exclusively by the affected customer and will request that the legal process be redirected to the affected customer. In consultation with counsel for the affected customer, Flock will decide whether to comply with the request or if there is a good faith reason for non-compliance.

Non-Compulsory Process - Customer Does Not Object

Once Flock communicates the request and coordinates with the affected customer, should the affected customer determine that it does not have an objection to compliance with the agency's request, Flock will notify the requesting agency so that the requesting agency may seek the requested data directly from the affected customer. The affected customer can provide the requesting agency with the responsive documents.

Non-Compulsory Process - Customer and Flock Object

Once Flock communicates the request and coordinates with the affected customer, should Flock and the affected customer jointly decide not to comply with the request without judicial enforcement, Flock will notify the requesting agency in writing of that determination. If the agency responds with a compulsory legal demand, Flock will follow the policy for compulsory legal demands as outlined above.

† Flock Safety

Emergencies and Exigent Requests

Flock reserves the right to respond immediately to urgent law enforcement requests for information as outlined in our [Evidence Policy](#). Flock notifies a customer after disclosing data in response to an emergency request except in certain circumstances, such as when Flock is prohibited from doing so by law.





CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-333

Meeting Date: 7/21/2026

TITLE:

CITY BALLOT INITIATIVES PERTAINING TO BUSINESS LICENSE REFORM AND TRANSIENT OCCUPANCY TAX

DEPARTMENT: FINANCE DEPARTMENT

PRESENTED BY: ANNA ACOSTA-REYES, FINANCE MANAGER

CONTACT INFORMATION: ANNA ACOSTA-REYES, FINANCE MANAGER (714) 754-5219

RECOMMENDATION:

Staff requests that the City Council take action on the placement of the following two ballot measure (s) on the November 3, 2026, ballot.

1. Determine whether to place the Business License Reform measure on the November 3, 2026 ballot by adoption of the following resolutions:
 - a. Adopt Resolution 2026-xx (Attachment 1): Ordering the submission to the qualified electors of the City of Costa Mesa "The Costa Mesa Fair Business License Reform, Small Business Protection Measure" at the General Election to be held on Tuesday, November 3, 2026, as called by Resolution No. 2026-21.
 - b. Adopt Resolution 2026-xx (Attachment 3): Requesting the Orange County Board of Supervisors to consolidate a General Municipal Election to be held on Tuesday, November 3, 2026, with the Statewide General Election to be held on the date pursuant to section 10403 of the Elections Code.
 - c. Adopt Resolution 2026-xx (Attachment 4): Authorizing written arguments for or against the proposed measure "The Costa Mesa Fair Business License Reform, Small Business Protection Measure," setting priorities for filing written arguments, determining the authors of the written arguments, and directing the City Attorney to prepare an impartial analysis; and
 - d. Adopt Resolution 2026-xx (Attachment 5): Authorizing the filing of rebuttal arguments for "The Costa Mesa Fair Business License Reform, Small Business Protection Measure"; and
2. Receive and file the report pertaining to a potential Transient Occupancy Tax (TOT) measure.

BACKGROUND:

The City of Costa Mesa first adopted a Business License Tax in 1985 through the establishment of

Title 9, Chapter 1 of the Costa Mesa Municipal Code (CMMC). The City's Business License Tax rate structure has remained unchanged since that time and caps the annual tax at \$200. The current business license tax is a fixed amount per gross receipts level, ranging from \$0 for businesses that generate \$1,000 or less in gross receipts to a maximum tax of \$200 for businesses that generate \$500,000 or more in gross receipts. Under the current structure, many of the small, locally owned businesses unfairly pay a higher proportion of their revenue in business license taxes than do large national chain stores and businesses. For example, big box stores like Home Depot, Target, and big luxury retailers pay only \$200 a year in business license taxes to Costa Mesa, which is thousands of dollars less than these stores pay in some other nearby cities.

Per CMMC § 9-25, the business license tax is as follows:

Table 1: Current Business License Structure in Costa Mesa

Gross Receipts	Business Tax
Under \$1,000.00	None
\$1,000.00 to \$25,000.00	\$25.00
\$25,000.01 to \$40,000.00	\$35.00
\$40,000.01 to \$75,000.00	\$45.00
\$75,000.01 to \$200,000.00	\$60.00
\$200,000.01 to \$500,000.00	\$100.00
Over \$500,000.00	\$200.00

At the July 10, 2012, City Council Study Session, staff presented an overview of the existing Business License Tax; however, no formal action was taken. The matter returned to the City Council on June 4, 2013; at which time the Council directed the Financial Advisory Committee to review the City's Business License Tax structure. The Committee began its review on June 25, 2013; however, by July 30, 2013, the Committee's focus shifted to the City's then-recently implemented business license tax software system.

The City has periodically reviewed and updated its user fees and charges to reflect the cost of providing fee-supported services and to maintain appropriate levels of cost recovery. City records document comprehensive fee reviews dating back to the early 1990s, including comprehensive reviews in Fiscal Years 1992-93 and 2006-07. In 2019, the City initiated a comprehensive citywide fee study to evaluate user fees, service charges, and development-related fees based on the reasonable cost of providing services. As the cost of providing municipal services has increased over time, corresponding user fees have also been adjusted. For example, a facility rental fee of approximately \$10/hr. to \$20/hr. in the 1990s is currently \$45/hr. to \$130/hr. The City is currently conducting a comprehensive citywide fee study, which will be presented to Council in August. These adjustments illustrate the City's practice of periodically updating service-based fees to reflect increased operational and service-delivery costs, while the Business License Tax structure has remained unchanged for the last 41 years.

At its December 2, 2025 City Council meeting, the City Council directed staff to explore the potential placement of two measures on the November 3, 2026 Ballot: Business License Reform and a

Transient Occupancy Tax (Hotel Tax) increase.

At the June 9, 2026 Study Session, staff presented to the City Council the two potential ballot measures, discussed options, received feedback and direction for additional analysis. The following addresses those specific areas identified by the City Council for further review and consideration.

ANALYSIS:

The City Council requested an analysis of the existing budgetary needs that would be addressed by the potential ballot measures. The analysis includes new and expanded initiatives undertaken by the City over the last five years and results from the Facilities Needs Assessment, Pavement Management Plan, Parks Assessment and Information Technology Strategic Plan that identify the budgetary needs to maintain and improve the City's infrastructure, and support core service levels, while meeting the City Council goals and objectives going forward.

Expanded City Services

In the past five fiscal years, the City has expanded and added new services to align with various City Council goals, exceeding previously provided levels of service. This has resulted in increased staffing, programming, and levels of service costs.

Examples of services expanded or added in response to City Council Goals include:

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

- **Police Department:** Purchase and implementation of new technologies such as body cameras, drones, and remodeling the main building to support operations. In addition, support for businesses was increased to combat retail theft by deploying cameras in the city and assigning staff to participate in regional task force efforts. The City has also worked diligently to recruit and retain staff for the Police Department.
- **Ambulance Transport:** Established in 2018 by Costa Mesa Fire & Rescue Department (CMFR), the program has expanded over the past several fiscal years. The Ambulance Transport program provides CMFR the ability to directly facilitate and enhance the emergency transport system for the community, through all three stages of the emergency incident: Response, Treat, and Transport. Since 2020, CMFR has transported over 47,000 patients, with an annual transport of over 7,500 patients.
- **Arts and Culture:** The City Council approved the City of Costa Mesa's first Arts & Culture Master Plan. The Master Plan resulted in important initiatives and organizational enhancements, establishment of the Arts Commission in 2022, expansion of arts programming and grant opportunities, development of a public arts policy, and increased partnerships with regional arts organizations and community stakeholders.

Diversify, Stabilize and Increase Housing to Reflect Community Needs

- **Homelessness Response and Bridge Shelter:** Since 2021, the City has significantly expanded its homelessness response efforts through the opening and expansion of the Bridge Shelter, increasing capacity from 72 to 100 beds, while providing coordinated outreach, shelter, housing navigation, case management and support services. The City also

transitioned case management services in-house, became the second city in Orange County to participate in CalOptima Health's Street Medicine Program, and completed two Homekey projects that converted underutilized motels into 116 units of permanent supportive housing for individuals experiencing chronic homelessness and 46 units of affordable housing for very-low-income Costa Mesa seniors.

- **Tenant Protection/Housing Programs:** The City has strengthened tenant protections and housing stability through adoption of the Just Cause Eviction Ordinance, expanded rental assistance and housing navigation programs, CDBG-funded legal assistance for low-income residents, and partnerships with nonprofit service providers to connect residents with housing resources and educational workshops.
- **Development Services:** The City has advanced long-range planning and development efforts through preparation of the Fairview Developmental Center Specific Plan, rezoning and community outreach to implement Measure K, approval of mixed-use developments, and launch of an interactive development map to improve public access to project information and the implementation of the new land management system, TESSA.

Maintain & Enhance City Facilities, Equipment, and Technology

- **Transportation and Infrastructure:** The City has advanced multimodal transportation and safety improvements citywide, expanded bicycle facilities and wayfinding, bicycle safety education, citywide bike parking, major corridor upgrades, and the addition of an Active Transportation Coordinator. Improvements include new and enhanced bike lanes and trails, upgraded sidewalks, bicycle signals and pedestrian hybrid beacons to improve safety and connectivity for bicyclists and pedestrians. Additionally, the City has invested in critical infrastructure through alley rehabilitation, sidewalk repairs, and street resurfacing to achieve one of the highest Pavement Condition Index (PCI) ratings in Orange County.

Advance Environmental Sustainability and Climate Resilience

- **Sustainability:** The City has advanced sustainability initiatives through development of a Climate Action and Adaptation Plan (which can help streamline environmental review), designation as a Tree City USA, and conversion of 6,150 streetlights to energy-efficient LED technology in partnership with Southern California Edison.

These new and expanded services are expected to continue to increase and have been integrated into City operations as part of its core services delivered to residents.

Future Budgetary Needs

Over the last year, City Council has directed staff to conduct several assessments, in order to determine the needs of our facilities, parks and other infrastructure.

Facilities Needs Assessment

The City recently underwent a needs assessment for the various City facilities. These needs considered both maintenance and upgrades for the facilities, many of which were built in the 1960s-1980s. For the ongoing maintenance of the City's current facilities, the assessment estimated a budget need of approximately \$3 million per year. For major critical facility upgrades, the assessment

estimated an additional \$60 million over a 10-year period. An executive summary of the Facility Needs Assessment is included as Attachment 6.

In order to address the estimated \$60 million for major renovations, as well as ongoing maintenance needs of approximately \$3 million per year, there is a need for approximately \$9 million per year. Based on review of the budget over the past ten (10) years, the City has invested approximately \$4 million per year on various facilities for maintenance and upgrades. Therefore, there is an additional \$5 million per year budgetary need to address facility improvements. The required major upgrades include replacement of Fire Station 2, living quarters at Fire Station 4, and renovations for Fire Stations 3, 5 and 6. The Westside Substation may need a full replacement based on future needs. The Tennis Center will also require an upgrade to the pro-shop and restroom.

Pavement Management Plan

The City undertakes a biennial review of pavement assessment as required by the Orange County Transportation Authority (OCTA) Measure M2 Ordinance. According to the most recent report completed in June 2026, the current Pavement Condition Index (PCI) for the City is 82.6. While this keeps the City in a good category, consistent investment is needed to maintain and improve the PCI. The City would like to improve the PCI to a level of 85 in order to ensure that the street network is maintained at high quality.

Currently, the City budgets about \$9 million per year on various street rehabilitation projects. However, due to increasing construction costs, it is estimated that the investment needed to maintain the City street system with a high PCI is approximately \$12 million per year. Therefore, there is an additional need for \$3.2 million per year to maintain the PCI of the City's street network.

Table 2: Costs per Fiscal Year to Improve Average Network PCI

Improve Average Network PCI

Fiscal Year	Increase PCI Funding	Network PCI	MPAH PCI	Local PCI
Today	~	82.6	81.6	83.1
2026-27	\$9,000,000	83.2	82.0	83.9
2027-28	\$12,155,600	84.2	82.9	84.9
2028-29	\$12,202,400	84.5	83.2	85.1
2029-30	\$12,377,800	84.5	83.3	85.1
2030-31	\$12,164,500	84.1	83.0	84.8
2031-32	\$12,111,800	83.9	82.8	84.3
2032-33	\$12,998,100	83.6	82.7	84.2
Total	\$83,010,200			

Parks Needs Assessment

The City also underwent a needs assessment for each of the 32 public parks in the City. Each park was provided a ranking to evaluate the park's quality, function, and condition. An Executive Summary of the Parks Needs Assessment is included as Attachment 7.

The total cost of all park playground improvements is estimated at \$20 million. The City currently invests approximately \$1 million per year towards park improvements. If the identified improvements are programmed for completion within 10 years, an additional \$1 million in investment is needed for parks. This estimate does not include any new park development or other improvements beyond

current amenities at various parks.

IT Strategic Plan

The needs in the Information Technology (IT) Department are assessed through the IT Strategic Plan (ITSP). The ITSP is funded by a 1.5% allocation of General Fund revenues. For the next five fiscal years, the IT Department has adopted a conservative fiscal stance by allocating \$1.7 million annually to fund 30 projects, safeguarding against funding uncertainties.

However, this fiscal constraint directly impacted the project pipeline, where originally 64 initiatives were identified in the ITSP, requiring a total of \$19.8 million. The 34 unfunded projects that were classified as “To Be Determined” and not within the funded 30 projects would require an additional \$11.3 million over the next five fiscal years.

Budgetary Needs Summary

Table 3, illustrates a summary of budgetary needs for the key areas discussed. A total of approximately \$11.5 million annually would be required to address these areas of focus.

Table 3: Summary of Estimated Annual Budgetary Needs

Decription	Amount (In Millions)
Facilities Needs Assessment	\$5.0
Pavement Management Plan	\$3.2
Parks Assessment	\$1.0
IT Strategic Plan	\$2.3
Total	\$11.5

The table above identifies the additional budgetary needs of approximately \$11.5 million annually to fully fund the Facilities Needs Assessment, Pavement Management Plan, Park Assessment, and IT Strategic Plan. While a portion of the City’s overall budget from various funds is dedicated to the plans listed above, staff will continue to seek alternative funding sources, such as grants and State and Federal earmarks for the unfunded portion of the four plans.

Five-Year Financial Plan

Staff prepared a five-year forecast to project the baseline budgetary needs. The five-year financial plan does not factor in additional revenue from potential ballot reform measures and does not account for the increased funding needs of the City’s infrastructure, listed in Table 3.

Table 4: Projected 5-Year Long-Term Financial Plan

Adopted Budget - FY 2026-27
Five-Year Long-Term Financial Plan Summary Base Case
(in millions)

Revenues

Description	FY 26-27 Adopted	FY 27-28 Projected	FY 28-29 Projected	FY 29-30 Projected	FY 30-31 Projected
Property Tax	64.0	66.6	69.2	72.0	74.9
Sales & Use Tax	82.5	84.2	85.9	87.6	89.3
Transient Occupancy Tax	10.6	10.6	10.8	11.0	11.2
Other Revenues	42.8	45.0	46.3	47.7	49.2
Total Revenues	200.0	206.3	212.2	218.3	224.6

Expenditures

Description	FY 26-27 Adopted	FY 27-28 Projected	FY 28-29 Projected	FY 29-30 Projected	FY 30-31 Projected
Salaries & Benefits	103.3	108.5	112.4	116.6	120.5
Retirement	42.9	45.4	48.0	50.5	53.1
Subtotal Labor	146.2	153.9	160.4	167.2	173.6
Operating	53.8	54.4	55.0	55.1	54.8
Total Expenditures	200.0	208.3	215.4	222.2	228.4
Surplus/(Challenge)	0.0	-1.9	-3.2	-3.9	-3.8

Revenues are projected to increase by 3% year-over-year in the next five years, while expenses are projected to increase by 4% year-over-year over that same period. The projected shortfall of \$1.9 million in FY 2027-28 includes an anticipated increase to general liability insurance premiums in the amount of \$0.5 million, as well as restoration of budget items that received a one-time reduction for 2026-27 in order to balance the budget.

Without expanding the City's revenue base, the budgetary shortfall in the General Fund is projected to grow to \$4.9 million by FY 2030-31. In addition to exploring potential Business License Reform and Transient Occupancy Tax measures, staff is also identifying potential grant opportunities to increase revenue to help offset future budgetary growth. Finally, staff continues to work on cost-saving measures to curtail non-essential spending.

Costa Mesa Business Profile

Costa Mesa enjoys a diverse variety of businesses due to its highly educated and prosperous population (70% of residents have a college degree) with a median age of 36. Consumer research tools such as Experian's Mosaic USA describe the three largest consumer segments in Costa Mesa as:

1. Prosperous, established couples in their peak earning years living in suburban homes

2. Young singles starting out and some starter families living a city lifestyle
3. Diversely aged singles earning mid-scale incomes supporting active city styles of living

Attributes of Costa Mesa that result in this successful business climate include:

Location and Accessibility

- Gateway to premier recreational areas along the Pacific Ocean and Upper Newport Bay
- Access to affluent coastal communities along with providing those residents urban amenities such as major retail shopping, performing arts, and fine dining
- Strategic access to major highways connecting to both Los Angeles and San Diego along with proximity to an international airport for shipping and business travel

Economic Diversity

- Strong retail anchored by South Coast Plaza, a growing technology sector, plus significant arts, manufacturing, and services industries
- Hub for startups and tech-driven companies, supported by a network of incubators, accelerators, and educational institutions
- Major companies with corporate offices range from Anduril, Experian, Vans, and Volcom

Talent and Education

- Proximity to University of California Irvine, California State University Long Beach, Orange Coast College, and Vanguard University
- Trade workers and specialized skills (boat repair/mechanics, high end vehicles, design)

Cultural and Lifestyle Appeal

- Segerstrom Center for the Arts and Samueli Theater attracts hundreds of thousands of patrons annually
- Unique retail and dining experiences offered at “The Lab,” South Coast Collection, and Northgate Mercado
- Golf courses include Costa Mesa Country Club, Mesa Verde Country Club, and Santa Ana Country Club

Businesses locating in Costa Mesa are seeking exposure to the City’s workforce, amenities, and consumer base, which includes shoppers from across the region and international shoppers looking to make substantial expenditures. As such, businesses invest in infrastructure and staff with the knowledge that they will access high-end clientele and exposure beyond the region.

Business License Reform Measure

At the June 9, 2026 Study Session, staff presented a proposed Business License Reform Structure that included a rate of \$0.60 per \$1,000 gross receipts, which would generate approximately \$5 million in additional annual General Fund revenue. Discussion focused on the rate, tier structure and impact to small businesses. City Council directed staff to return with a revised model that did not impact small businesses, while ensuring large businesses pay their fair share for City services.

Revised Business License Reform Structure

At the City Council Study Session on June 9, 2026, Council directed staff to use a single rate of \$0.50 per \$1,000 of gross receipts and to minimize the impact to small businesses by keeping their business license rate the same. Staff is recommending a business license reform rate model of:

- \$0.50 per \$1,000 in gross receipts for businesses that generate more than \$500,000 in gross receipts; and
- Maintaining the current business license rate for businesses that generate \$500,000 or less in gross receipts; and
- A maximum rate that a business would pay is \$15,000.

Table 5: Proposed Ballot Measure Business License Structure

Total Gross Receipts		Number of Businesses	Current Rate	Potential Ballot Measure	
From	To			Recommendation	Equivalent Amount
Under \$1,000.00		1,365	\$0	No Change	\$0
\$1,000.01	\$25,000.00	1,293	\$25		\$25
\$25,000.01	\$40,000.00	337	\$35		\$35
\$40,000.01	\$75,000.00	667	\$45		\$45
\$75,000.01	\$200,000.00	1,221	\$60		\$60
\$200,000.01	\$500,000.00	902	\$100		\$100
\$500,000.01	\$1,000,000.00	690	\$200	Rate of \$0.50 per \$1,000	\$250 to \$500
\$1,000,000.01	\$5,000,000.00	1,023	\$200		\$500 to \$2,500
\$5,000,000.01	\$30,000,000.00	369	\$200		\$2,500 to \$15,000
Over \$30,000,000.00		120	\$200	Maximum Rate	\$15,000

The proposed business license rate structure is designed to avoid impact on smaller businesses. For the purpose of the program, the City of Costa Mesa will define small businesses as those businesses with \$500,000 or less in gross receipts. These small businesses will see no changes to their current business license payments and will continue to follow the current rates as presented in Table 5. Businesses with gross receipts exceeding \$500,000 will be subject to the revised proposed rate structure. To reduce the impact on the City's largest businesses, the proposed business license structure includes a maximum annual business license rate of \$15,000. This cap would apply to businesses with gross receipts over \$30 million, ensuring that the rate remains predictable and does not exceed the established maximum threshold.

Based on the \$0.50 per \$1,000 of gross receipts rate model, the City is estimated to generate approximately \$5.6 million in annual revenue, an increase of \$4.6 million above the current \$1.0 million generated annually under the existing \$200-cap model. The total amount of additional revenue generated from this ballot measure would be contingent upon the extent and structure of the

increases from current levels.

Comparison to Other Cities

Compared to other cities listed, Costa Mesa has the oldest rates for business licenses. While some cities revise their business licenses annually for Consumer Price Index (CPI) adjustments, there are others that have not been updated in some time.

Table 6: Business License Rates and Years Last Updated by City

Type	Per Annual Gross Receipts (PGR)				Per Employee (PE)		
City	Costa Mesa	Santa Ana	Orange	Anaheim	Huntington Beach	Newport Beach	Irvine
Year Updated	1985	2022	1993	2005	2026	Annually (for CPI)	Annually (for CPI)
Business License Rate	- Minimum of \$0 - Varying rate up to \$500,000 GR - Maximum of \$200	- Base of \$60, plus CPI - Plus \$0.65 per each \$1,000 GR	- Varying rate up to \$500,000 GR \$20 per additional \$100,000 GR	- Minimum of \$40 - Greater of: \$0.95 for each \$1,000 GR or \$60 flat	- Base of \$75 for 3 employees - Plus \$2-4 PE, varying rate	- Base of \$229 - Plus \$11 PE	Flat rate

Furthermore, other Orange County Cities vary in how they apply these rates to businesses. As discussed at the June 9 Study Session, cities can apply a gross receipts rate or per employee rate. Additionally, cities can apply a minimum or maximum amount to these rates. Surrounding cities identified in Table 7 provide a comparison and demonstrate how the City of Costa Mesa's rate structure compares for both current and proposed rate structures.

Table 7: Business License Amount for Surrounding Cities with Gross Receipts Rate

Gross Receipts	Costa Mesa (Current)	Costa Mesa (Measure)	Santa Ana	Orange	Anaheim
Under \$1,000	\$0	\$0	\$67	\$35	\$40
\$1,000 - \$25,000	\$25	\$25	\$82	\$35	\$40
\$25,000.01 - \$40,000.00	\$35	\$35	\$92	\$40	\$40
\$40,000.01 - \$75,000.00	\$45	\$45	\$115	\$75	\$40
\$75,000.01 - \$200,000.00	\$60	\$60	\$196	\$135	\$60
\$200,000.01 - \$500,000.00	\$100	\$100	\$391	\$195	\$60
\$500,000.01 - \$1,000,000.00	\$200	\$250 - \$500	\$716	\$295	\$95
\$1,000,000.01 - \$5,000,000.00	\$200	\$500 - \$2,500	\$3,316	\$915	\$475
\$5,000,000.01 - \$30,000,000.00	\$200	\$2,500 - \$15,000	\$19,566	\$6,115	\$2,850
Over \$30,000,000.00	\$200	\$15,000 (max)	\$110,000 (max)	No Max	No Max

Based on feedback received from the City Council, staff conducted additional research on the topic of "gross receipts" versus "gross profits," and only three cities in California utilize a form of "gross profits." Staff does not recommend basing the tax on gross profits because it's less equitable than gross receipts - namely, profits differ and are unique to different businesses. Gross receipts are more matter-of-fact and simpler to audit when necessary. Gross receipts are also the existing basis for the City's business license tax, so no methodology change would be required to reform the rate structure. The proposed Business License Reform measure will generate additional General Fund revenue, which will help fund infrastructure, public safety, homelessness prevention and shelter services, maintain parks and playgrounds, and other key facilities.

Staff recommends the following question be placed on the ballot:

Costa Mesa Fair Business License Reform, Small Business Protection Measure.

Without taxing residents, shall the measure be adopted, updating Costa Mesa's 41-year-old business license tax, ensuring large businesses pay their proportionate share and helping fund general city services including keeping public areas safe/clean; preventing crime/burglaries; addressing homelessness; maintaining Costa Mesa's financial stability; revising the tax rate to 50¢ per \$1,000 gross receipts, with no increase for small businesses; generating approximately \$5,600,000 annually until ended by voters, requiring audits, spending disclosure, funds locally controlled?

The proposed Ordinance is included with the resolution ordering the submission of the measure to the qualified electors of the City of Costa Mesa (Attachment 2).

Transient Occupancy Tax (TOT or Hotel Tax)

At the June 9th Study Session, staff also presented a proposed TOT ballot measure to amend the City's 16-year-old rate of eight (8) percent - among the lowest in Orange County - by up to three percentage points. Each additional percentage point is estimated to generate approximately \$1 million annually. Council provided feedback and direction to address the comparison to the City of Irvine's hotel room rates and amenities, and short-term rentals within the city.

City of Irvine Comparison

The City Council requested a comparison of the hotel offerings in Costa Mesa and Irvine, including average daily rate, occupancy rate, available supply, and other offerings.

Citywide Number of Hotels

Costa Mesa and Irvine have around the same number of hotels which are currently operating: Costa Mesa has 25 and Irvine has 23 hotels. However, only ten (10) hotels in Costa Mesa have been subject to the additional Business Improvement Area (BIA) assessment, while all hotels in Irvine are subject to an additional Tourism Business Improvement District (TBID) assessment.

Table 8: Number of Hotels and Associated Tax Rate by City

City	Hotels	Tax Rate	Number of Hotels	Total Number of Rooms
Costa Mesa	TOT only, non-BIA	8%	15	1,049
	TOT plus BIA	11%	10	2,150
Irvine	TOT plus TBID	10%	23	4,996

Hotel Comparison

Hotel data was gathered from the City's license with CoStar Group. The data in CoStar Group works by aggregating a set of hotels, rather than assessing an individual hotel's performance. This data serves as the main indication of hotels' revenue-generating potential. There are five key data points considered:

- **Supply (Rooms Available):** Supply indicates the number of rooms in the specified set of

hotels multiplied by the number of days in a specified period.

- **Demand:** Demand indicates the number of rooms in the set of hotels sold in a specified period (excluding complimentary rooms).
- **Occupancy Rate:** Occupancy rate shows the percentage of rooms occupied.
- **Average Daily Rate (ADR):** ADR is the measure of the average paid for rooms sold in a given time period. The metric covers only revenue-generating rooms.
- **Revenue Per Available Room (RevPAR):** RevPAR is the total room revenue divided by the total number of available rooms. Whereas ADR is based strictly on rooms sold (demand), RevPAR is based on all available rooms (supply).

In the past twelve months, Costa Mesa's supply and demand of hotel rooms is well below that of Irvine, even for Costa Mesa's BIA hotels. Irvine has more than double the room availability than Costa Mesa's BIA hotels. However, Costa Mesa's BIA hotels performed slightly better than Irvine hotels in their occupancy rate in the past year. Additionally, while Costa Mesa BIA hotels' ADR is around \$10 less than that of Irvine, the RevPAR outperforms Irvine's. A higher RevPAR provides insight into the performance of hotel set, as neither occupancy nor ADR independently provide this insight.

Table 9: Monthly Hospitality Data by City

	Average Monthly Supply of Hotel Rooms	Average Monthly Demand of Hotel Rooms	Average Monthly Occupancy Rate	Average Monthly ADR (Average Daily Rate)	Average RevPAR (Revenue Per Available Room)
Costa Mesa (Total)	93,098	68,695	73.8%	\$160.74	\$119.03
Costa Mesa (BIA)	66,781	52,157	78.1%	\$180.31	\$141.29
Irvine	159,559	114,749	71.9%	\$193.45	\$139.62
Source: CoStar Group, May 2025 – April 2026					

While Costa Mesa BIA hotels generally outperform Irvine's in occupancy rate and RevPAR and remain competitive for ADR, the limiting factor for increased revenues for Costa Mesa BIA hotels (and, therefore, TOT revenues for the City) are the number of rooms available.

Hotel Offerings

When comparing all of the hotels within the city, Costa Mesa has the greatest amount of hotels in the Economy category (12 hotels); however, this only accounts for 18% of the total amount of rooms in the city. In comparison, Irvine has the greatest amount in the Upscale category (13 hotels), which accounts for 46% of the total rooms in the city.

Table 10: Citywide Hotel Offerings by Quality Category

	Costa Mesa		Irvine	
	Number of Hotels	Total Amount of Rooms	Number of Hotels	Total Amount of Rooms
Upper Upscale	5	1,654	5	1,882
Upscale	2	368	13	2,320
Upper Midscale	3	319	3	522
Midscale	3	265	2	272
Economy	12	593	-	-
	25	3,199	23	4,996

When considering solely BIA/TBID hotels, 42% of the rooms fall within the Upper Upscale/Upscale categories for Costa Mesa, compared to 84% of rooms within the same categories in Irvine.

Table 11: Citywide Hotel Offerings by Quality Category

	Costa Mesa		Irvine	
	Number of BIA Hotels	Total Amount of Rooms	Number of TBID Hotels	Total Amount of Rooms
Upper Upscale	5	1,654	5	1,882
Upscale	2	368	13	2,320
Upper Midscale	2	159	3	522
Midscale	2	194	2	272
	11	2,375	23	4,996

Within the BIA/TBID hotels, there are other marked differences between Costa Mesa and Irvine:

- **The current hotel stock in Irvine is newer.** The average year built for Costa Mesa BIA hotels is 1982, while the average in Irvine is 2001. Furthermore, the average renovation year for Costa Mesa BIA hotels is 2011, with the most recent renovation occurring in 2018. The average renovation year in Irvine is 2012, with the most recent renovation in 2023.
- **The room capacity per hotel is comparable.** Both cities have an average of 215 rooms per hotel. Six (6) BIA hotels in Costa Mesa have an occupancy greater than 200 rooms, whereas nine (9) hotels in Irvine have this occupancy. However, Costa Mesa only has one hotel that is near 500 rooms (the Hilton), while Irvine has two hotels that are near or above this capacity (Marriott and Hyatt Regency).
- **The meeting and event space in Irvine is more than double that in Costa Mesa.** Irvine has a combined total of 200,000 square feet in event space, while Costa Mesa BIA hotels have only 130,00 square feet. This is reflected in the offerings of the two largest hotels: Irvine's Marriott and Hyatt Regency can accommodate 2,000 people, while Costa Mesa's Hilton and Westin can only accommodate 900 to 1,200 people.

Short-Term Rentals (STR)

At the June 9 Study Session, the City Council requested a review of the potential revenue that could be collected from STRs. Existing City policy prohibits STRs in Costa Mesa, with the exception of STRs that are homeshares. Although homeshares are allowed in Costa Mesa, there is currently no mechanism to collect revenue from these types of properties or to distinguish active listings that are

allowed homeshares compared to prohibited STRs.

Staff reviewed existing listings across popular STR platforms, such as Airbnb and VRBO, and aggregated data from various sites offering this data on publicly available platforms. There are currently over 100 active listings in Costa Mesa, including allowed homeshares and prohibited STRs. STRs are subject to TOT, including the allowed homeshares, and the City could generate approximately \$500,000 in revenue from this source. In order to achieve this, the City would need to (1) amend the existing STR ordinance to require them to affirmatively register and make TOT remittals, and (2) implement an administrative and compliance process for recovering revenues from properties that are subject to the TOT. The estimated cost to implement a program to collect revenues from STRs is approximately \$100,000.

Proposed Structure for Potential Measure

An increase of 1% to 3% to the TOT is estimated to generate between \$1 million to \$3 million in additional revenue to the General Fund, as indicated below in Table 12.

Table 12: Potential Measure Estimated Revenue

Rate Increase	Total TOT Rate	Estimated Revenue to be Generated
1%	9%	\$1M
2%	10%	\$2M
3%	11%	\$3M

Community Outreach and Information

FM3 Research conducted a second community survey to determine interest in Business License Reform and a TOT increase. Community feedback was ascertained among likely voters in the City. Results of the second community survey will be presented by FM3 Research at the Council Meeting.

The City has held preliminary meetings with key stakeholders to provide information on the ballot measures under consideration and answer any questions.

Business License Tax

- City staff met with representatives of South Coast Plaza, South Coast Metro Alliance, The Lab and The Camp to provide information about the potential business license reform ballot measure and to receive feedback.
- Since the June 9th Study Session, staff met with the Costa Mesa Chamber of Commerce. The Chamber appreciated the staff presentation and expressed willingness to continue the conversation and facilitate communication with the business community.

Transient Occupancy Tax

- On Wednesday, March 18, Travel Costa Mesa presented to FiPAC on its role in tourism promotion, BIA funding structure, performance metrics, and economic impact to tourism, noting recent challenges affecting revenues such as staff changes, hotel conditions, and increased competition.
- On May 28, City staff held a meeting with local hotels and motels around the City, in order to discuss the potential ballot measures. Various owners and general managers attended and expressed concerns about being competitive with surrounding cities, particularly about "all-in pricing" potentially pricing out customers. Others raised concerns about postponing or phasing the measure, in order to be more cautious in the City's approach to generating additional revenue. City staff addressed these concerns and invited the hoteliers to join the June 9 Study Session to provide further input.
- At the May 28 meeting with local hotels and motels, Travel Costa Mesa presented information about the impacts of increasing TOT to the members of their business improvement area.
- At the June 9th Study Session, TCM informed the City Council that a Tourism Economic Impact Study would be conducted.

Next Steps

The final filing date for the City Clerk to file ballot measures for an election in November with the Orange County Registrar of Voters (ROV) is Friday, August 7, 2026. The ROV recommends the City adopt resolutions placing any measures on the November 3, 2026 ballot at the July 21, 2026, City Council meeting. This will allow time for direct and rebuttal arguments and allow the placement of the full text of the measure in the Voter Information Guide.

Public Education

If the City Council takes action to place a measure(s) on the ballot, the City will engage a consultant to assist staff with public education efforts regarding the measure(s). Public education will focus on providing information about the measure(s) and the impacts to the City, with or without the proposed increases.

If the City Council approves placing a measure on the ballot, the City Clerk will submit the Measure and required arguments and impartial analysis to the Registrar of Voters by the deadline of August 7, 2026, with rebuttal arguments submitted to the Registrar of Voters by the deadline of August 7, 2026.

ALTERNATIVES:

The City Council may provide alternative recommendations to the proposed Business License Tax Reform Measure to update our 41-year-old business license rate structure.

Based on feedback from our community as well as conversations specifically with the business community, staff recommends that Council proceed with the process to place the Business License Reform Measure on the November Ballot. However, in light of the current fiscal climate and community feedback, staff recommends that the City Council not move forward with a TOT Measure at this time.

Staff will continue to work with Travel Costa Mesa to ensure Costa Mesa remains competitive with

our neighboring cities and further our partnership to boost tourism to generate additional TOT revenue.

FISCAL REVIEW:

The fiscal impact of placing one ballot measure on the November ballot is estimated at \$15,000 to \$20,000. The funding for submission of ballot measures is included in the FY 2026-27 Adopted Budget in the City Manager's Department in the General Fund (Fund 101). Additional funding for public education and consulting related to the ballot measure is also included in the General Fund budget.

The total amount of additional revenue that could potentially be generated from a ballot measure would be contingent upon the extent and structure of the increases from current levels.

Business License Reform Measure

Under the business license tax rate model of \$0.50 per \$1,000 in gross receipts, the City is estimated to generate an additional \$4.6 million in revenue to the General Fund.

Transient Occupancy Tax

The City is estimated to generate an additional \$1 million in revenue from Transient Occupancy Tax for every additional percentage point above the current 8% rate. However, staff is not recommending moving forward with a TOT Measure at this time.

LEGAL REVIEW:

The City Attorney has reviewed the report and approves it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Achieve Long-Term Fiscal Sustainability
- Strengthen the Public's Safety and Improve the Quality of Life
- Diversify, Stabilize and Increase Housing to Reflect Community Needs
- Maintain and Enhance the City's Facilities, Equipment and Technology
- Advance Environmental Sustainability and Climate Resiliency

CONCLUSION:

Staff recommends that the City Council:

1. Place the Business License Reform measure on the November 3, 2026 ballot by adoption of the following resolutions:
 - a. Adopt Resolution 2026-xx (Attachment 1): Ordering the submission to the qualified electors of the City of Costa Mesa "The Costa Mesa Fair Business License Reform, Small Business Protection Measure" at the General Election to be held on Tuesday,

November 3, 2026, as called by Resolution No. 2026-21.

- b. Adopt Resolution 2026-xx (Attachment 3): Requesting the Orange County Board of Supervisors to consolidate a General Municipal Election to be held on Tuesday, November 3, 2026, with the Statewide General Election to be held on the date pursuant to section 10403 of the Elections Code.
 - c. Adopt Resolution 2026-xx (Attachment 4): Authorizing written arguments for or against the proposed measure “The Costa Mesa Fair Business License Reform, Small Business Protection Measure,” setting priorities for filing written arguments, determining the authors of the written arguments, and directing the City Attorney to prepare an impartial analysis ; and
 - d. Adopt Resolution 2026-xx (Attachment 5): Authorizing the filing of rebuttal arguments for “The Costa Mesa Fair Business License Reform, Small Business Protection Measure”; and
2. Receive and file the report pertaining to a potential Transient Occupancy Tax (TOT) measure.

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF COSTA MESA “THE COSTA MESA FAIR BUSINESS LICENSE REFORM, SMALL BUSINESS PROTECTION MEASURE” AT THE GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, AS CALLED BY RESOLUTION NO. 2026-21

WHEREAS, the City of Costa Mesa’s business license tax was first adopted over 41 years ago, in 1985, and requires all businesses to obtain a business license to operate in the City; and

WHEREAS, the purpose of the business license tax is to raise revenue for the City to provide for the public safety services, transportation network such as roads and sidewalks, and other general services provided to the businesses within the City; and

WHEREAS, addressing homelessness, preventing crime and maintaining 911 emergency, fire and police response are top community priorities; and

WHEREAS, the business license tax is based upon the gross receipts of each business; and

WHEREAS, the maximum business license tax imposed by the City since 1985 is \$200, regardless of how much revenue a business earns; and

WHEREAS, over time, the business license tax cap of \$200 has shifted a larger and larger portion of the total business license tax onto smaller businesses, while big box stores and luxury companies earning millions pay no more than \$200, thousands of dollars less than these stores pay in some other nearby cities; and

WHEREAS, reform is needed to fairly set the business license tax to protect small businesses from increases, while requiring larger businesses to pay their fair share of taxes for the services they receive; and

WHEREAS, this measure does not increase taxes on residents, and
WHEREAS, at its December 2, 2025 meeting, the City Council directed staff to explore the potential placement of a Business License Reform Measure of measures on the

November 3, 2026 Ballot; and

WHEREAS, the City's Finance and Pension Advisory Committee considered potential revisions and reform to the business license tax and made a recommendation to the City Council; and

WHEREAS, the City's year-over-year expenses for City operations are increasing at a faster pace than its year-over-year revenues; and

WHEREAS, the City Council has caused to be completed needs assessments of its city facilities, its city parks, its pavement management system and its information technology, resulting in identified needs totaling approximately \$11 million per year to implement, over and above existing operations costs; and

WHEREAS, the City Council has directed staff to streamline systems to improve services to the public and reduce costs, and to seek grants and other funding sources for the City's most critical needs; and

WHEREAS, the property taxes paid by residents and property owners have increased over time as properties have changed hands and been improved, to provide revenue to the City to fund essential city services; and

WHEREAS, user fees for services which primarily benefit the individual receiving the service are able to be increased periodically to help offset the cost of providing those services; and

WHEREAS, a General election on Tuesday, November 3, 2026 has been called by Resolution No. 2026-21, adopted on June 2, 2026, and

WHEREAS, the City Council also desires to submit to the voters at the election a question relating to **"The Costa Mesa Fair Business License Reform, Small Business Protection Measure."**

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following question:

Measure __: The Costa Mesa Fair Business License Reform, Small Business Protection Measure	Response	Vote
Without taxing residents, shall the measure be adopted, updating Costa Mesa's 41-year-old business license tax, ensuring large businesses pay their proportionate share and helping fund general city services including keeping public areas safe/clean; preventing crime/burglaries; addressing homelessness; maintaining Costa Mesa's financial stability; revising the tax rate to 50¢ per \$1,000 gross receipts, with no increase for small businesses; generating approximately \$5,600,000 annually until ended by voters, requiring audits, spending disclosure, funds locally controlled?	Yes	
	No	

SECTION 2. That the proposed measure submitted to the voters is attached hereto as Exhibit A.

SECTION 3. That the vote requirement for the measures to pass is a majority (50% +1) of the votes cast.

SECTION 4. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 5. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution.

PASSED AND ADOPTED this 21st day of July 2026.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that foregoing Resolution No. 2026-00 was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 21st day of July, 2020, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 22nd day of July 2026.

BRENDA GREEN, CITY CLERK

Attachments:

1. Exhibit A – Proposed Ordinance: **The Costa Mesa Fair Business License Reform, Small Business Protection Measure**

CITY-SPONSORED INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The City Council for the City of Costa Mesa submits the following measure to the voters of the City for approval and enactment:

The People of Costa Mesa find:

- (a) The City of Costa Mesa's business license tax was first adopted in 1985, and requires all business to obtain a business license to operate in the City.
- (b) The purpose of the business license tax is to raise revenue for the City to provide for the public safety services, transportation network such as roads and sidewalks, and other services provided to the businesses within the City.
- (c) The business license tax is based upon the gross receipts of each business.
- (d) The maximum business license tax imposed by the City since 1985 is \$200, regardless of how much revenue a business earns.
- (e) Over time, the business license tax cap of \$200 has shifted a larger and larger portion of the total business license tax onto smaller businesses, while companies earning millions pay no more than \$200.
- (f) Reform is needed to fairly set the business license tax to protect small businesses from increases, while requiring larger businesses to pay their fair share of taxes for the services they receive.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF COSTA MESA DO ORDAIN AS FOLLOWS:

SECTION 1. Code Amendment.

This ordinance amends the Costa Mesa Municipal Code as follows, and supersedes any provisions that are inconsistent with this ordinance, and shall be known as "The Costa Mesa Fair Business License Reform, Small Business Protection Measure," and shall be referred to herein as the "Measure."

SECTION 2. Purpose.

The purpose of the Measure is to revise the Costa Mesa Municipal Code to retain the current business license tax for businesses with annual gross receipts of \$500,000 or less, and update the business license tax to fifty cents per one thousand dollars of gross receipts for businesses with annual gross receipt exceeding \$500,000, subject to a maximum annual tax of fifteen thousand dollars for businesses earning \$30 Million dollars or more annually.

SECTION 3.

Section 9-25 of the Costa Mesa Municipal Code is amended to read:

Every business not otherwise provided for in this article shall pay a business tax based upon the annual gross receipts of the business according to the following schedule:

Total Gross Receipts		
From	To	Rate
\$0	\$1,000	\$0 [no change]
\$1,001	\$25,000	\$25 [no change]
\$25,001	\$40,000	\$35 [no change]
\$40,001	\$75,000	\$45 [no change]
\$75,001	\$200,000	\$60 [no change]
\$200,001	\$500,000	\$100 [no change]
\$500,001	\$1,000,000	Rate of \$0.50 per \$1,000
\$1,000,001	\$5,000,000	
\$5,000,001	\$30,000,000	
Greater than \$30,000,000		Maximum Rate \$15,000

SECTION 4. Inconsistencies.

Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 5. Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The People of the City of Costa Mesa hereby declare that they would have adopted this ordinance, and each and every section, subsection, sentence, clause, or phrase not

declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. Effective Date.

This ordinance shall take effect according to law ten days after certification of the election at which it is adopted.

**CITY OF COSTA MESA
RESOLUTION NO. 2026-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REQUESTING THE ORANGE COUNTY BOARD OF SUPERVISORS TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Costa Mesa called a General Municipal Election to be held on November 3, 2026 for the purpose of submitting a proposed ordinance to the voters of the City of Costa Mesa for their consideration; and

WHEREAS, the City Council of the City of Costa Mesa is submitting to the voters of the City of Costa Mesa a question relating to the adoption of a proposed ordinance; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city the precincts, vote centers, and election officers of the two elections be the same, and that the Orange County Registrar of Voters canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 3, 2026, for the purpose of submitting to the voters of the City of Costa Mesa a question relating to the adoption of a proposed ordinance.

SECTION 2. That the following measure is to appear on the ballot as follows:

Measure __: The Costa Mesa Fair Business License Reform, Small Business Protection Measure	Response	Vote
Without taxing residents, shall the measure be adopted, updating Costa Mesa's 41-year-old business license tax, ensuring large businesses pay their proportionate share and helping fund general city services including keeping public areas safe/clean; preventing crime/burglaries; addressing homelessness; maintaining Costa Mesa's financial stability; revising the tax rate to 50¢ per \$1,000 gross receipts, with no increase for small businesses; generating approximately \$5,600,000 annually until ended by voters, requiring audits, spending disclosure, funds locally controlled?	Yes	
	No	

SECTION 3. That the proposed complete text of the ordinance to be submitted to the voters is attached as Exhibit A.

SECTION 4. That the vote requirement for the measures to pass is a majority (50% +1) of the votes cast.

SECTION 5. That the Orange County Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election.

SECTION 6. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 7. That the City of Costa Mesa recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs for services upon the presentation of a properly submitted bill.

SECTION 8. That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County election department of the County of Orange.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this 21st day of July, 2020.

John Stephens, Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that foregoing Resolution No. 2026-XX was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 21st day of July, 2026, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 22nd day of July, 2026.

BRENDA GREEN, CITY CLERK

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA SETTING PRIORITIES FOR FILING A WRITTEN ARGUMENT REGARDING A CITY MEASURE AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS

WHEREAS, a General Municipal Election is to be held in the City of Costa Mesa, California, on Tuesday, November 3, 2026, at which there will be submitted to the voters the following measure:

Measure __: The Costa Mesa Fair Business License Reform, Small Business Protection Measure	Response	Vote
Without taxing residents, shall the measure be adopted, updating Costa Mesa's 41-year-old business license tax, ensuring large businesses pay their proportionate share and helping fund general city services including keeping public areas safe/clean; preventing crime/burglaries; addressing homelessness; maintaining Costa Mesa's financial stability; revising the tax rate to 50¢ per \$1,000 gross receipts, with no increase for small businesses; generating approximately \$5,600,000 annually until ended by voters, requiring audits, spending disclosure, funds locally controlled?	Yes	
	No	

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the City Council authorizes the following member(s) of its body

_____ (Mayor In Favor)	or	_____ (Mayor Against)
_____ (Mayor Pro Tem In Favor)	or	_____ (Mayor Pro Tem Against)
_____ (Council Member In Favor)	or	_____ (Council Member Against)
_____ (Council Member In Favor)	or	_____ (Council Member Against)
_____ (Council Member In Favor)	or	_____ (Council Member Against)
_____ (Council Member In Favor)	or	_____ (Council Member Against)
_____ (Council Member In Favor)	or	_____ (Council Member Against)

to file (a) written argument not exceeding 300 words regarding the City measure as specified above, accompanied by the printed names(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California. The arguments may be changed or withdrawn until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk.

Attachment 4

The arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument.

SECTION 2. That the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney, unless the organization or salaries of the office of the City Attorney are affected.

- a. The City Attorney shall prepare an impartial analysis of the measure not exceeding 500 words showing the effect of the measure on existing law and the operation of the measure. If a measure affects the organization or salaries of the office of the City Attorney, the City Clerk shall prepare the impartial analysis.
- b. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the city.
- c. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-point type, the following: "The above statement is an impartial analysis of Ordinance or Measure _____. If you desire a copy of the ordinance or measure, please call the election official's office at 714-754-5225 and a copy will be mailed at no cost to you.
- d. The impartial analysis shall be filed by the date set by the City Clerk the filing of primary arguments.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED ON JULY 21, 2026.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow City Attorney

Attachment 4

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that foregoing Resolution No. 2026-xx- was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 21st day of July, 2026, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 22nd day of July, 2026.

BRENDA GREEN, CITY CLERK

RESOLUTION NO. 2026-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS FOR CITY MEASURES SUBMITTED AT MUNICIPAL ELECTIONS

WHEREAS, California Elections Code Section 9282 provides for the filing of written arguments in favor or against city measures not to exceed 300 words in length; and

WHEREAS, California Elections Code Section 9285 authorizes the City Council, by majority vote, to adopt provisions to provide for the filing of rebuttal arguments for city measures submitted at municipal elections;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Pursuant to California Elections Code section 9285, when the elections official has selected arguments for and against the measure which will be printed and distributed to the voters, the elections official shall send a copy of an argument in favor of the proposition to the authors of any argument against the measure and a copy of an argument against the measure to the authors of any argument in favor of the measure immediately upon receiving the arguments.

The author or a majority of the authors of an argument relating to a city measure may prepare and submit a rebuttal argument not exceeding 250 words or may authorize in writing any other person or persons to prepare, submit or sign the rebuttal argument.

No more than five authors may sign a rebuttal argument.

The rebuttal arguments shall be filed with the City Clerk, signed, with the printed names and signatures of the authors submitting it, or if submitted on behalf of an organization, the name of the organization and the printed name and signature of at least one of its principal officers, not more than 10 days after the final date for filing direct arguments. The rebuttal arguments shall be accompanied by the Form of Statement To Be Filed By Authors of Argument.

Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

SECTION 2. This resolution repeals previous resolutions providing for the filing of rebuttal arguments for city measures, except for referendum measures.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED ON JULY 21, 2026.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that foregoing Resolution No. 2026-xx was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 21st day of July, 2026, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 22nd day of July, 2026.

BRENDA GREEN, CITY CLERK

Facilities Master Plan Executive Summary

EXECUTIVE SUMMARY



BACKGROUND & CONTEXT

Costa Mesa's facilities are fundamental to delivering public services, supporting employees, protecting public safety, and serving the community. Many of these facilities, however, were built decades ago and are beginning to show the effects of age, changing operational needs, and evolving community expectations. As the City continues to grow, it faces an important opportunity: to strategically reinvest in its civic assets in a way that improves service delivery, strengthens operational resilience, and ensures responsible stewardship of public resources.

The Facilities Master Plan provides a comprehensive, long-term roadmap to help the City make those decisions. Rather than focusing solely on building conditions, the plan examines how facilities support City operations, employees, and residents while identifying opportunities to improve efficiency, accessibility, and long-term value. The study evaluated approximately 316,000 square feet across 18 City-owned and leased facilities through facility condition assessments, operational analyses, stakeholder engagement, demographic and staffing projections, and financial modeling. Together, these analyses establish a data-driven framework for prioritizing investments over the next twenty years.

KEY FINDINGS

The assessment found that Costa Mesa's facility portfolio remains a valuable public asset, but one that requires proactive investment. About 80 percent of the City's facility square footage is more than 30 years old, administrative buildings are approaching capacity, emergency operations require modernization, and many work environments no longer support today's methods of service delivery. At the same time, the City has opportunities to improve equitable access to services, particularly in Westside neighborhoods, enhance sustainability, and create more welcoming and efficient public spaces.

RECOMMENDATIONS

The plan prioritizes addressing deferred maintenance across the City's facility portfolio before deficiencies become more costly. It also expands community access and public safety services through targeted investments on the Westside, including redevelopment of the existing Police Substation into a modern multi-service facility. In addition, Fire Department facilities require renovations and improvements to better meet modern operational space needs. Other priority improvements include strengthening emergency preparedness through development of a dedicated Emergency Operations Center and modernizing the Corporation Yard to support future fleet and operational needs. Sustainability is integrated throughout these recommendations by incorporating energy-efficient building systems, electric vehicle infrastructure, and resilient facility design into future capital improvements.

Beyond the most critical facility improvement needs, the plan also explores longer-term space solutions and future planning opportunities. These include modernizing City Hall to improve customer experience and workplace efficiency, introducing consistent workplace standards throughout administrative offices, and renovating facilities to better accommodate future organizational growth.

IMPLEMENTATION

Importantly, the plan is designed to be implementable. Rather than recommending a series of independent projects, it establishes a phased twenty-year investment strategy that coordinates maintenance, renovations, and new construction in a logical sequence aligned with operational priorities and financial capacity. Approximately two-thirds of the City's portfolio remains in service through continued maintenance, while targeted renovations and selective new construction address the most significant service and facility gaps. Financial modeling provides a realistic understanding of both capital and ongoing operating costs, enabling the City to make informed funding decisions over time.

Ultimately, this Facilities Master Plan is about more than buildings. It is a strategy for strengthening how Costa Mesa serves its community. By aligning facility investments with service delivery, operational performance, financial sustainability, and community priorities, the City is positioned to make thoughtful, transparent decisions that preserve public assets, improve the resident experience, and create resilient civic facilities that will continue serving Costa Mesa for decades to come.

Deferred Maintenance and Lifecycle Renewal Cost Estimates (Replacement Reserve)

Facility (year built)	2025	2026-2030	2031-2035	2036-2040	2041-2045	Total
Balearic Community Center (1965)	43,000	228,000	722,000	256,000	112,000	1,362,000
Bridge Shelter (1972)	161,000	546,000	198,000	1,107,000	194,000	2,207,000
City Hall (1965)	92,000	4,480,000	3,995,000	471,600	6,974,000	16,012,600
Communications Center (1981)	189,000	211,000	364,000	603,000	65,000	1,432,000
Corp Yard Buildings (1989)	178,000	1,427,000	1,930,000	2,730,000	264,000	6,529,000
Costa Mesa Tennis Center (1962)	0	72,000	480,000	151,000	367,000	1,070,000
Downtown Recreation Center (2001)	62,000	955,000	1,140,000	341,000	2,227,000	4,725,000
Fire Station #1 (2018)	48,000	250,000	247,000	800,000	256,000	1,601,000
Fire Station #3 (1979)	557,000	739,000	145,000	186,000	375,000	2,002,000
Fire Station #4 (1967)	352,000	1,015,000	166,000	417,000	451,000	2,401,000
Fire Station #5 (1988)	189,000	433,000	1,219,000	354,000	352,000	2,547,000
Fire Station #6 (1992)	185,000	403,000	950,000	527,000	386,000	2,450,000
Historical Society Building (1980)	36,000	570,000	56,000	324,000	122,000	1,108,000
Mesa Verde Library (1965)	69,000	120,000	828,000	428,000	115,000	1,560,000
Police Facility & Helipad (1967)	26,000	1,642,000	2,450,000	4,753,000	1,452,000	10,323,000
Police Substation (1958)	585,000	416,000	183,000	386,000	76,000	1,646,000
Senior Center (1992)	486,000	1,633,000	1,337,000	796,000	1,392,000	5,643,000
Grand Total	3,257,000	15,140,000	16,410,000	14,630,600	15,180,000	64,618,600

New Construction/Renovation Cost Estimates

Facilities	2025 Cost	Escalated Cost (Based on Implementation Timeline)
Communications Buidling		
Renovate Communications Building	4,000,000	4,000,000
Fire Station		
Replace FS#2	16,500,000	16,500,000
Renovate FS#3	2,730,000	3,558,000
Renovate FS#5	2,730,000	4,164,000
Renovate FS#6	3,864,000	5,448,000
Replace FS#4	8,400,000	10,131,000
Westside Substation		
Demolish Existing Substation and Construction New City Facility	10,545,678	14,233,000
Tennis Center		
Replace	1,017,000	1,017,000
Total	49,786,678	59,051,000



PARK ASSESSMENT

2025

Prepared by
DVD Creative

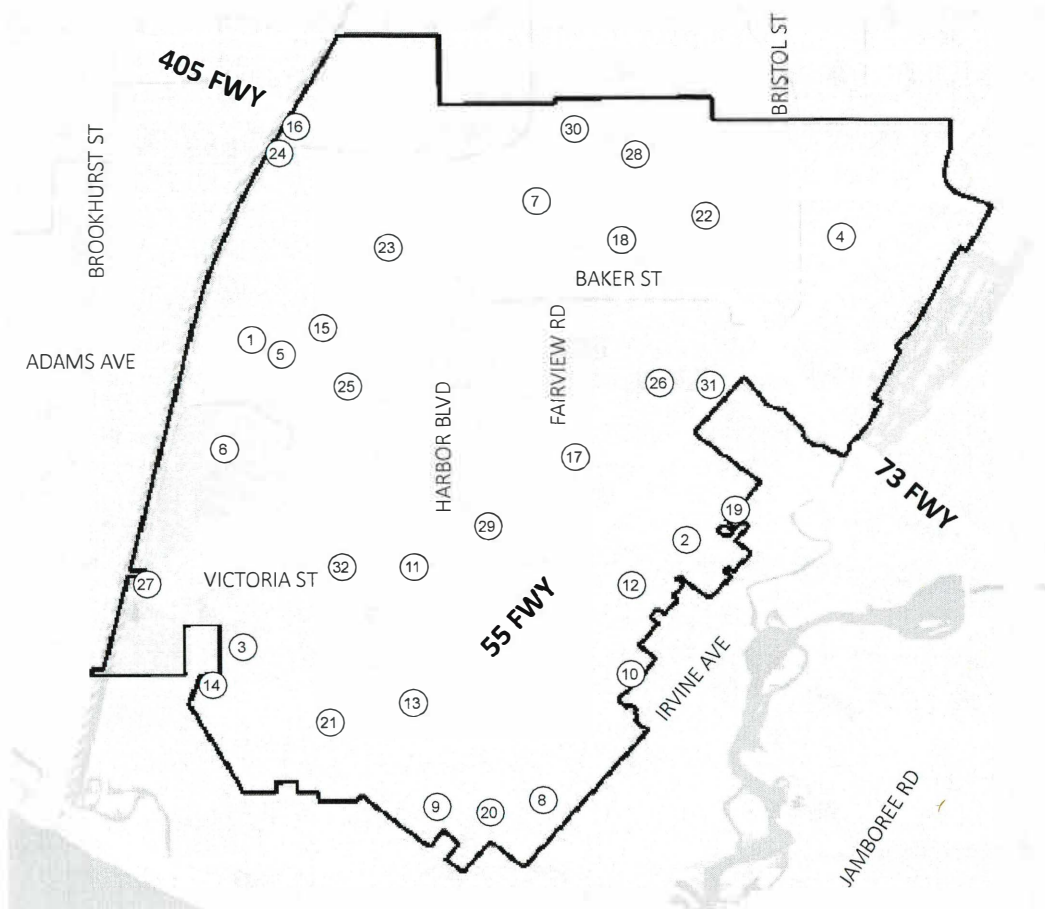


PARK ASSESSMENT INTRODUCTION

Overview of Park Assessment Masterplan

Park Assessments were conducted at all public parks within the City of Costa Mesa and have been documented herein. The report identifies physical condition of amenities, structures, pathways, playgrounds, and existing program elements in each park. This park assessment is essential for the City of Costa Mesa in identifying and prioritizing improvements, allowing for safe, functional and enjoyable spaces for the community to recreate and enjoy.

This Park Assessment is informed by extensive site analysis which documents, quantifies, and considers existing site conditions to provide a thorough account of each park. Only limited accessibility deficiencies are identified where paths are not provided to existing improvements. The primary focus of this assessment is to identify and provide an unbiased report highlighting essential improvements. This assessment does not identify under-programmed parks.



① Balearic Park	⑩ Jordan Park	⑲ Perez Park	⑳ Wakeham Park
② Brentwood Park	⑪ Ketchum-Libolt Park	⑳ Pinkley Park	㉑ Wilson Park
③ Canyon Park	⑫ Lindbergh Park	㉒ Shalimar Park	㉓ Wimbledon Park
④ Del Mesa Park	⑬ Lions Park	㉔ Shiffer Park	㉕ Bark Park
⑤ Estancia Park	⑭ Marina View Park	㉖ Smallwood Park	㉗ Raleigh Park
⑥ Fairview Park	⑮ Mesa Verde Park	㉘ Suburbia Park	
⑦ Gisler Park	⑯ Moon Park	㉙ Tanager Park	
⑧ Harper Park	⑰ Neth Park	㉚ Tewinkle Park	
⑨ Heller Park	⑱ Paularino Park	㉛ Vista Park	

GOALS AND OBJECTIVES

Goal 1: Prioritize parks with the greatest need for improvement

- Visit each park site and compile photographic documentation of park conditions
- Evaluate park conditions
- Assign priority ranking for each park to guide improvements

Goal 2: Identify and assess existing playgrounds

- Assess playground conditions for safety, accessibility, and usability
- Identify outdated or damaged equipment needing repair or replacement
- Provide recommendations for upgrades, renovations, or new installations

Goal 3: Identify facilities/buildings where improvements are needed

- Assess the condition of all park facilities and buildings
- Assess the priority of the improvements
- Provide suggestions on how the facilities can be improved

Goal 4: Improve safety and site access

- Identify and address potential safety hazards
- Ensure all walkways and paths have safe and accessible circulation
- Ensure all playgrounds meet or exceed current safety standards
- Identify site furnishing in need of repair and/or replacement

Goal 5: Evaluate long-term maintenance needs

- Identify areas where maintenance needs to be up-kept
- Provide suggestions on how the park can be maintained

Goal 6: Identify sustainable opportunities

- Identify areas where landscape and irrigation need improvement
- Provide suggestions on how certain areas in the park can be used for sustainable practices

PARK CRITERIA

Overview of Park Criteria

The evaluation of key aspects includes safety, quality, and usability. Each park has been reviewed for seven categories: Playgrounds, Structures, Fields & Courts, Amenities, Hardscape, Landscape/Irrigation and Maintenance. Each category will be scored on a 1 to 5 scale and weighted to aid prioritization. Together, these categories provide a comprehensive snapshot of how well a park serves its community and where improvements are needed.

Category	Score	Description
Playgrounds	1 - 5 (45% of score)	Variety, condition, safety, inclusivity, surfacing, age
Structures	1 - 5 (20% of score)	Restrooms, gazebos, shade structures, walls, bridges
Fields/Courts	1 - 5 (10% of score)	Quality and usability of sports fields, courts, surfacing
Amenities	1 - 5 (10% of score)	Barbecues, benches, lighting, drinking fountains, waste receptacles, monument signs, fitness equipments
Hardscape	1 - 5 (5% of score)	Condition of walkways, accessibility to maintain features
Landscape/Irrigation	1 - 5 (5% of score)	Health and variety of plants, shade, and visible irrigation equipment
Maintenance	1 - 5 (5% of score)	Overall cleanliness, repairs, graffiti control

SCORING SYSTEM

Overview of Scoring System

The park scoring system uses a 1 to 5 scale for each category to evaluate different aspects of a park's quality, function, and condition. It ensures a comprehensive, consistent, and objective approach to assessing and comparing parks.



Very Poor
Major issues, broken, unsafe, unusable, or severely neglected



Poor
Functional, limited use, or in noticeable disrepair



Fair
Usable and safe, but could be improved; some wear and tear



Good
In good condition, functional, accessible, and well-integrated



Excellent
High-quality, clean, inclusive, fully functional

PRIORITY RANKING SYSTEM

Overview of Priority Ranking System

The priority ranking system is used to determine which parks are in immediate need for improvements, repairs, or investment. Each park is assigned a priority level from A to E.

This ranking is based on the total scores from the park criteria categories. Parks that score lower across multiple categories are given higher priority ranking (e.g. D or E), signaling a greater need for improvements. This system will guide the City of Costa Mesa to objectively compare parks and allocate resources more effectively.



**Very Low Priority /
minimal or no
intervention
needed**



Low Priority



Medium Priority



High Priority



**Highest Priority
for improvement /
funding / repair**

Overall Park Priority Ranking

Ranking	Park Name	Ranking	Park Name
B	Balearic Park	B	Paularino Park
C	Brentwood Park	A	Perez Park
B	Canyon Park	B	Pinkley Park
B	Del Mesa Park	D	Shalimar Park
C	Estancia Park	C	Shiffer Park
C	Fairview Park	C	Smallwood Park
C	Gisler Park	B	Suburbia Park
C	Harper Park	A	Tanager Park
C	Heller Park	B	Tewinkle Park
B	Jordan Park	C	Vista Park
C	Ketchum-Libolt Park	B	Wakeham Park
C	Lindbergh Park	C	Wilson Park
B	Lions Park	B	Wimbledon Park
C	Marina View Park	C	Bark Park
B	Mesa Verde Park	A	Raleigh Park
C	Moon Park		
B	Neth Park		

Park Assessment - Estimated Costs

Park	Project Title	Priority	Fiscal Year	Total Costs
Harper Park	Playground Replacement	1	26-27	\$ 400,000
Moon Park	Playground Replacement	2	26-27	\$ 700,000
Lindbergh Park	Playground Replacement	3	28-29	\$ 692,350
Heller Park	Playground & Restroom Improvement	4	28-29	\$ 1,535,400
Marina View Park	Playground Replacement	5	30-31	\$ 871,600
Wakeham Park	Playground & Restroom Improvement	6	Future	\$ 2,171,800
Canyon Park	Playground Replacement	7	Future	\$ 1,311,300
Mesa Verde Park	Playground Replacement	8	Future	\$ 580,200
Vista Park	Playground & Restroom Improvement	9	Future	\$ 1,353,420
Smallwood Park	Playground Replacement	10	Future	\$ 1,024,000
Gisler Park	Playground Replacement	11	Future	\$ 783,500
Wilson Park	Playground Replacement	12	Future	\$ 961,000
Del Mesa Park	Playground Replacement	13	Future	\$ 778,220
Wimbledon Park	Playground Replacement	14	Future	\$ 578,000
Shiffer Park	Playground & Restroom Improvement	15	Future	\$ 1,272,160
Balearic Community Center	Playground Replacement	16	Future	\$ 888,000
Balearic Park	Playground Replacement	17	Future	\$ 1,095,200
Estancia Park	Hardscape & Seat Walls	18	Future	\$ 230,500
Fairview Park	Restroom Renovations & Hardscape Repairs	19	Future	\$ 547,900
TeWinkle Park	Restroom Building	20	Future	\$ 389,000
				\$ 18,163,550