



CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda

Tuesday, April 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 as a courtesy virtually via Zoom Webinar. If the Zoom feature is having technical difficulties or experiencing any other critical issues, and unless required by the Brown Act, the meeting will continue in person.

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.

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.

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.

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.

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.

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>

As a courtesy, the public may participate via the Zoom option.

Zoom Webinar:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/83781743950?pwd=pqaRYYlpYbMFmaYgNN4Ea8k3fPHKcq.1>

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

Enter Webinar ID: 837 8174 3950/ Password: 590501

- 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: 837 8174 3950/ Password: 590501

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. Kindly submit materials to the City Clerk AS EARLY AS POSSIBLE, BUT NO LATER THAN 12:00 p.m. on the day of the meeting.

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.

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 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. All pictures, PowerPoints, and videos submitted for display at a public meeting must be previously reviewed by staff to verify appropriateness for general audiences. This includes items submitted for the overhead screen during the meeting. Items submitted for the overhead screen should be 1 page and provided to the City Clerk prior to the start of the meeting. 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.

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

APRIL 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: NONE.

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 26-212 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](#) [26-241](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Kafshi Bennett, Kerry Brennan, Nicholas Wood-Perales, Christopher Riley, Josefina Rodriguez.

3. [**ADOPTION OF WARRANT RESOLUTION**](#) [**26-194**](#)

RECOMMENDATION:

City Council approve Warrant Resolution No. 2752.

Attachments: [1. Summary Check Registration 3-26-2026](#)
[2. Summary Check Registration 4-2-2026](#)

4. [**MINUTES**](#) [**26-242**](#)

RECOMMENDATION:

City Council approve the Minutes of the Regular Meeting on March 17, 2026.

Attachments: [1. 03-17-2026 Draft Minutes](#)

5. [**ACCEPTANCE OF THE CITY HALL BASEMENT I.T. OFFICES AND 26-225 TRAINING ROOM REMODEL PROJECT, CITY PROJECT NO. 24-11**](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work performed by American Construction Company, LLC, dba ACC, 1130 North Kraemer Boulevard, No. 1, Anaheim, California 92806, for the City Hall Basement Information Technology (I.T.) Offices and Training Room Remodel Project, City Project No. 24-11, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the Labor and Material Bond seven (7) months after the filing date and release the Faithful Performance Bond at the conclusion of the one-year warranty period. The retention has been released per Public Contract Code section 7107(c).

Attachments: [1. Final Costs](#)

6. [**APPROPRIATION OF FUNDS FOR THE REHABILITATION OF 26-231 RENTAL UNITS AT THE JAMES/18TH STREET APARTMENTS**](#)

RECOMMENDATION:

Appropriate and transfer \$200,000 from the Housing Trust Fund (Fund 226) to the Costa Mesa Housing Authority James/18th Street Property Fund (Fund 223) to rehabilitate four (4) rental housing units at the James/18th Street apartments.

7. [TWO YEAR EXTENSION OF THE PROFESSIONAL SERVICES 26-218 AGREEMENT WITH WITTMAN ENTERPRISES, LLC FOR AMBULANCE BILLING AND COST RECOVERY SERVICES RFP 18-03](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve Amendment Number Three to extend the term of the Professional Services Agreement for Ambulance Billing and Cost Recovery Services between Wittman Enterprises, LLC and the City of Costa Mesa for two (2) additional years to July 31, 2028, and to increase the per call cost by \$1.00 from \$23.00 to \$24.00. (Attachment 1).
2. Authorize the City Manager and the City Clerk to execute the Amendment Number Three to Professional Services Agreement and future amendments to the agreement within the City Council's authorized limits.

- Attachments:** [1. Amendment No. Three Wittman Enterprises](#)
[2. Wittman proposal for Amendment No. 3](#)
[3. Wittman Enterprises LLC - Amendment No. 1](#)
[4. Professional Services Agreement with Wittman Enterprises LLC](#)
[5. Wittman Enterprises LLC. - Amendment No. 2](#)

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

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

PUBLIC HEARINGS:

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

1. [CONTINUATION REQUEST OF AN APPEAL OF THE PLANNING 26-229 COMMISSION'S DECISION TO UPHOLD THE ECONOMIC AND DEVELOPMENT SERVICES DIRECTOR'S DECISION TO DENY A REASONABLE ACCOMMODATION REQUEST TO DEVIATE FROM CERTAIN REQUIREMENTS OF THE ZONING CODE TO OPERATE A SOBER LIVING HOME OPERATED BY THE OHIO HOUSE AT 115 EAST WILSON STREET, UNITS A THROUGH E](#)

RECOMMENDATION:

Staff recommends the City Council continue the open public hearing item to the June 16, 2026, meeting, pursuant to applicant's request.

Attachments: [1. Continuance Request](#)

2. [INTRODUCTION AND FIRST READING OF THE CITY OF COSTA MESA, CALIFORNIA ADDING CHAPTER IV, TRAP-NEUTER-RETURN, TO TITLE 3 OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH A TRAP-NEUTER-RETURN PROGRAM FOR COMMUNITY CATS](#)

RECOMMENDATION:

Staff recommends the City Council introduce for first reading Ordinance No. 2026-XX adding Title 3 Animal Regulations of the Costa Mesa Municipal Code 3-171 to establish and regulate a Trap-Neuter-Return (TNR) program for community cats within the City of Costa Mesa.

Attachments: [1. TNR Ordinance](#)
[2. Community Cat Colony Tracking System](#)

OLD BUSINESS:

1. [ADOPTION OF ORDINANCE AMENDING CHAPTER III OF TITLE 15 26-228 OF THE COSTA MESA MUNICIPAL CODE RELATING TO PUBLIC WORKS - DRAINAGE](#)

RECOMMENDATION:

Staff recommends the City Council give second reading and adopt Ordinance No. 2026-05, to be read by title only, approving revisions to Chapter III of Title 15 of the Costa Mesa Municipal Code (Public Works-Drainage) to incorporate updated drainage impact fees, revise administrative provisions for fee collection, and align City code language with current state law and the City's adopted Storm Drainage Impact Fee Nexus Study.

Attachments: [1. Proposed Ordinance No. 2026-05](#)

NEW BUSINESS:

1. [AMENDMENT NUMBER THREE TO EXTEND THE TERM OF THE 26-223 PROFESSIONAL SERVICES AGREEMENT WITH FALCK MOBILE HEALTH CORPORATION FOR AMBULANCE SERVICES](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve Amendment Number Three to the Professional Services Agreement with Falck Mobile Health Corp (Previously known as Care Ambulance) to extend the term for the continuation of emergency ambulance operator and support services for two additional years from August 1, 2026 through July 31, 2028 for an amount not to exceed (NTE) \$5,020,000, with all other terms and conditions to remain the same as outlined in Amendment Number Two.
2. Authorize a ten percent (10%) contingency in the amount of \$502,000 for unforeseen costs.
3. Authorize the City Manager and the City Clerk to execute Amendment Number Three to the Professional Services Agreement (Attachment 1) and future amendments to the agreement within City Council authorized limits.

Attachments: [1. Falck Contract Extension 2026 Amendment No. 3](#)
[2. PSA Care Ambulance](#)
[3. Falck Operating budget Compensation Schedule](#)
[4. Falck Additional Expenses - Surge Unit](#)
[5. Falck Amendment No. 1](#)
[6. Falck Amendment No. 2](#)

2. [AWARD OF THE 2025-26 CITYWIDE ALLEY REHABILITATION 26-224 PROJECT, CITY PROJECT NO. 25-17](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines section 15301.
2. Adopt plans, specifications, and working details for the 2025-26 Citywide Alley Rehabilitation Project, City Project No. 25-17.
3. Reject the apparent low bid submitted by Diamond Construction & Design, 638 Camino De Los Mares, #H130-513, San Clemente, California 92673, as non-responsive.
4. Award a Public Works Agreement (PWA) for construction to the second lowest bidder to Kalban, Inc., 26450 Ruether Avenue #201, Santa Clarita, California 91350 in the amount of \$1,131,951 and authorize an additional ten percent (10%) contingency in the amount of \$113,195 as needed for any unforeseen costs related to this project.
5. Authorize the City Manager and City Clerk to execute the PWA and future amendments to the agreement within Council authorized limits.

ENVIRONMENTAL DETERMINATION:

The proposed action is exempt from the California Environmental Quality Act (CEQA). The action involves an organizational or administrative activity of government that will not result in direct or indirect physical change in the environment. In addition, the proposed action is exempt under section 15301 relating to the operation, repair, maintenance, permitting, and/or minor alteration of existing public facilities.

- Attachments:** [1. Citywide Alley Project Locations Map](#)
[2. Z&K Proposal \(Construction Services\)](#)
[3. Bid Rejection \(Diamond Construction\)](#)
[4. Bid Summary](#)
[5. PWA](#)

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

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-212

Meeting Date: 4/21/2026

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 #: 26-241

Meeting Date: 4/21/2026

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: Kafshi Bennett, Kerry Brennan, Nicholas Wood-Perales, Christopher Riley, Josefina Rodriguez.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-194

Meeting Date: 4/21/2026

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. 2752.

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. 26-06 On Cycle for \$4,043,889.52; No. 26-07 On Cycle for \$4,062,168.01, and No. 26-06 "A" Off Cycle for \$671.93, and City operating expenses for \$2,641,904.69.

Bank: CITY
 Cycle: APAY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0258354	03/27/26	P	Pamela Lilly <i>Line Description: Payroll Deduction 26-07</i>	0000025324	750.00
0258355	03/27/26	P	State of California <i>Line Description: Payroll Deduction 26-07</i>	0000001546	3,593.53
0258356	03/27/26	P	State of California <i>Line Description: Payroll Deduction 26-07</i>	0000001546	419.46
0258357	03/27/26	P	State of California <i>Line Description: Payroll Deduction 26-07</i>	0000001546	37.93
TOTAL					\$4,800.92

1,742,183.59
 4,800.92
 193,743.87

\$ 1,940,728.38

Bank: CITY
 Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258248	03/27/26	P	Advantage Color Graphics <i>Line Description:</i> SPOTLIGHT MAGAZINE	0000025397	20,761.08
0258249	03/27/26	P	BPR, Inc. <i>Line Description:</i> Sidewalk Grinding Svc	0000030238	49,998.00
0258250	03/27/26	P	Circuit Transit Inc <i>Line Description:</i> Transit Operation-Jan 2026 Transit Operations-Feb 2026	0000031174	106,696.66
0258251	03/27/26	P	Denovo Ventures, LLC <i>Line Description:</i> Oracle Cloud ERP Implementatn Training Expense Travel Expenses Oracle Cloud ERP Implementatn Oracle Cloud ERP Implementatn	0000011506	541,995.27
0258252	03/27/26	P	Dudek <i>Line Description:</i> Housing Element 12/27-1/23/26	0000011416	96,674.24
0258253	03/27/26	P	Endemic Environmental Services Inc <i>Line Description:</i> FVP Wetland Maint 2/16-2/28/26 Costal Sage Restore 2/17-2/27	0000021277	36,553.51
0258254	03/27/26	P	Executive Facilities Services Inc <i>Line Description:</i> Janitorial Services - Fairview Janitorial Services - All Othe Janitorial Services - Senior C Janitorial Services - Police S Janitorial Services - PD Wareh Janitorial Services - PD Commu Janitorial Services - Corp Yar	0000029510	53,830.77

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>
			<i>Line Description:</i> Janitorial Services - City Hal Janitorial Services - FS1-6 Janitorial Services - NHCC Janitorial Services - DRC Janitorial Services - BCC Janitorial Services - PD Janitorial Services - Bridge S		
0258255	03/27/26	P	FALCK MOBILE HEALTH CORP.	0000019807	207,950.00
			<i>Line Description:</i> Ambulance Svc 3/16-3/31/26 Ambulance Svc 3/1-3/15/26 Surge Unit Feb 2026		
0258256	03/27/26	P	Insight Public Sector Inc	0000029706	102,300.00
			<i>Line Description:</i> Flock Group Falcon Extended Data per Camera		
0258257	03/27/26	P	Kimley Horn & Associates Inc	0000005251	121,142.13
			<i>Line Description:</i> School Safe Route Plan10/31/25 School Safe Route Plan 1/31/26		
0258258	03/27/26	P	LN Curtis & Sons	0000002983	40,045.26
			<i>Line Description:</i> WILDLAND PPE Fightfighting Equipment (FFE) Fightfighting Equipment (FFE) Fightfighting Equipment (FFE) Fightfighting Equipment (FFE)		
0258259	03/27/26	P	Onward Engineering	0000003212	20,051.25
			<i>Line Description:</i> Fairview Road AT Improvements		
0258260	03/27/26	P	The Barnes Firm LC	0000031799	24,500.00

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>
			<i>Line Description:</i> Settlement Claim Date 1/30/22		
0258261	03/27/26	P	US Bank	000002228	34,371.48
			<i>Line Description:</i> Missing 9 PARS Payments		
0258262	03/27/26	P	West Coast Arborists Inc	000004498	20,489.00
			<i>Line Description:</i> Tree Assessmnt 2/16-2/28 Tree Maint 2/16-2/28/26		
0258263	03/27/26	P	Wittman Enterprises LLC	0000026639	16,353.00
			<i>Line Description:</i> Februrary 2026		
0258264	03/27/26	P	AFH Casa Paloma LP	0000031565	266.00
			<i>Line Description:</i> Rental Assistance-A Christina		
0258265	03/27/26	P	AFH NCRC Beach Blvd LP	0000031697	97.00
			<i>Line Description:</i> Rental Assistance-T Taylor		
0258266	03/27/26	P	AFH NCRC Beach Blvd LP	0000031697	353.00
			<i>Line Description:</i> Rental Assistance-D Fisher		
0258267	03/27/26	P	ASSA ABLOY Entrance Systems US Inc	0000021745	2,895.15
			<i>Line Description:</i> Repair ADA Door		
0258268	03/27/26	P	AT & T	0000001107	1,631.35
			<i>Line Description:</i> Fire Sta#1 Fire Alarm System Balearic Center Fax Local Usage Lions Park Sr Ctr Fire Alarm		

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>
0258280	03/27/26	P	Bertha Pinon <i>Line Description:</i> Refund Citation CM050032494	0000031790	64.00
0258281	03/27/26	P	Bracken's Kitchen Inc <i>Line Description:</i> CMBS Meals 2/23-3/8/26	0000029468	14,121.19
0258282	03/27/26	P	BrightView Landscape Services Inc <i>Line Description:</i> Irrigation Repair-Feb 2026	0000026055	5,075.90
0258283	03/27/26	P	CDCE Inc <i>Line Description:</i> SHIPPING SALES TAX (7.75%) HAVIS CF-33 LITE LAPTOP 2-IN-1	0000019481	4,466.72
0258284	03/27/26	P	CSG Consultants Inc <i>Line Description:</i> Fire Plan Review-Nov 2025 Bldg Plan Reviw-Feb 2026	0000001887	1,688.43
0258285	03/27/26	P	California Beemers <i>Line Description:</i> Rerfund Citaiton CM020029425	0000031793	55.00
0258286	03/27/26	P	California Forensic Phlebotomy Inc <i>Line Description:</i> Blood Draws-Feb 2026	0000001500	6,302.00
0258287	03/27/26	P	Canon Financial Services Inc <i>Line Description:</i> Copier Maint-Feb 2026 Copier Lease -Mar 2026	0000023241	5,826.43

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258288	03/27/26	P	Chandlers Air Conditioning & <i>Line Description:</i> Qrtly Equipment Maint Jail Equipment Maint	0000001640	436.75
0258289	03/27/26	P	Cintas Corporation #640 <i>Line Description:</i> CMBS Cleaning Supplies-Feb 26	0000023262	435.10
0258290	03/27/26	P	Cintas First Aid and Safety <i>Line Description:</i> Medical Supplies	0000031629	506.57
0258291	03/27/26	P	CityGreen Consulting, LLC <i>Line Description:</i> Consulting Svc-Feb 2026	0000030471	7,403.75
0258292	03/27/26	P	Climate Craft <i>Line Description:</i> Rehab Grant-525 Fairfac #20	0000031691	2,285.00
0258293	03/27/26	P	Consolidated Office Systems <i>Line Description:</i> Genieflex series task chairs f	0000018680	6,228.88
0258294	03/27/26	P	Costa Mesa Auto Glass <i>Line Description:</i> Window Tint-#410	0000010001	497.72
0258295	03/27/26	P	David Cahill <i>Line Description:</i> Refund Citation CM010034642	0000031789	43.50
0258296	03/27/26	P	Dianna Kinnamon <i>Line Description:</i> Citation CM060034038 Refund Refund Citation CM020029400	0000031794	579.00

Bank: CITY
 Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258297	03/27/26	P	EPD Solutions	0000024516	1,907.50
			<i>Line Description:</i> 396 E 21st Proj Thru 12/28/25 396 E 21st Proj Thru 2/22/26		
0258298	03/27/26	P	Entenmann Rovin Company	0000002130	829.67
			<i>Line Description:</i> Name Bars Badges		
0258299	03/27/26	P	Galls LLC	0000002297	10,627.58
			<i>Line Description:</i> Uniform-Pham Uniform-Soto Saety Vest-Saguilan Safety Vest-Howard Uniforms-Morgan Safety Vest-Katz Safety Vest-Sanchez Safety Vest-Garcia Uniform-Palomino Uniform-Gonzalez Uniform-Le Uniform-Garcia Uniform-Holl Uniforms Uniform-Maldonado Uniform-Thompson Unifomr-Ramirez		
0258300	03/27/26	P	General Code LLC	0000030264	4,409.00
			<i>Line Description:</i> SUPPLEMENT SERVICE		
0258301	03/27/26	P	Giovanni La Placa	0000022656	214.94
			<i>Line Description:</i> PORAC Health Overpayment		

Bank: CITY
 Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258302	03/27/26	P	Glenn Lukos & Associates Inc	0000011626	14,181.50
			<i>Line Description:</i> Vernal Pool Rstrtn 1/3-2/13/26		
0258303	03/27/26	P	Grainger	0000002393	245.08
			<i>Line Description:</i> Hardware Micro Case Hardware		
0258304	03/27/26	P	Hinderliter De Llamas & Associates	0000002537	10,000.00
			<i>Line Description:</i> Cannabis Mgmt Prog-FEB 2026		
0258305	03/27/26	P	IAM Pacific Wellness Inc.	0000029833	1,529.76
			<i>Line Description:</i> FS 5 Remove&Replace Parts FS 3 FS 1 FS 6 Stat 4		
0258306	03/27/26	P	JC Motors	0000020143	732.08
			<i>Line Description:</i> Warehouse Stock		
0258307	03/27/26	P	James Snordan	0000029974	210.00
			<i>Line Description:</i> Basketball Referee 3/16/26 Basketball Referee 3/23/26		
0258308	03/27/26	P	Kim Thomas	0000031791	100.00
			<i>Line Description:</i> Refund Ciation CM040033659		
0258309	03/27/26	P	Land IQ, LLC	0000031448	1,105.75
			<i>Line Description:</i> Biological Tech Spprt Feb 26		

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>
0258310	03/27/26	P	Langlois Fancy Frozen Foods <i>Line Description: Jail Food Services Feb 26</i>	0000030651	234.74
0258311	03/27/26	P	Legacy College Prep <i>Line Description: Refund Rec Dep 2009377.002</i>	0000031783	140.00
0258312	03/27/26	P	Los Angeles Times <i>Line Description: Legal Advertising</i>	0000003000	3,156.69
0258313	03/27/26	P	Lyons Security Service Inc <i>Line Description: Council Security October</i>	0000027168	595.44
0258314	03/27/26	P	Maintex Inc <i>Line Description: Janitorial Trash Liners - Ware</i>	0000014836	1,597.07
0258315	03/27/26	P	Maria Reed <i>Line Description: Refund Citation CM070037160</i>	0000031785	43.50
0258316	03/27/26	P	Mark Ingram <i>Line Description: Refund Citation CM050034528</i>	0000031786	156.50
0258317	03/27/26	P	Mouse Graphics <i>Line Description: Grand Format Prints - Door Pla</i>	0000001170	3,513.73
0258318	03/27/26	P	National Data & Surveying Services <i>Line Description: Volume & Speed Traffic Counts Volume & Speed Traffic Counts</i>	0000021249	1,150.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258319	03/27/26	P	NeWave Construction Inc	0000024108	10,000.00
			<i>Line Description:</i> Foundation Leak Investigation		
0258320	03/27/26	P	Omari Smith	0000029906	105.00
			<i>Line Description:</i> Basketball Referee 3/23/26		
0258321	03/27/26	P	Orange County Fair & Event Center	000003432	100.00
			<i>Line Description:</i> Comm Room Deposit Refund		
0258322	03/27/26	P	Post Alarm Systems Inc	0000026907	164.88
			<i>Line Description:</i> CMBS Fire Alarm Monitor-April		
0258323	03/27/26	P	Priority Landscape Services LLC	0000026592	7,440.00
			<i>Line Description:</i> Citywide Young Tree Care FP Landscape Mnt Feb 26		
0258324	03/27/26	P	Proactive Engineering Consultants Inc	0000028916	2,290.00
			<i>Line Description:</i> Westside Storm Drain Improveme		
0258325	03/27/26	P	Public Law Center	0000031664	8,030.00
			<i>Line Description:</i> Legal Defense Fund Feb		
0258326	03/27/26	P	Quisitive Ltd.	0000030316	198.45
			<i>Line Description:</i> MS EXCHANGE MIGRATION		
0258327	03/27/26	P	Renewell Fleet Services LLC	0000031060	350.34
			<i>Line Description:</i> Stock-Handle		
0258328	03/27/26	P	Ryan Bates	0000031792	43.50

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>
			<i>Line Description:</i> Refund Citation CM040033804		
0258329	03/27/26	P	Scan Ventures LLC	0000031782	1,500.00
			<i>Line Description:</i> Refund Permit EENC-24-0581		
0258330	03/27/26	P	Scott Fazekas & Associates Inc	0000003961	1,216.10
			<i>Line Description:</i> Consulting Plan Check Svcs		
0258331	03/27/26	P	Sea Wind Properties LLC	0000031641	500.00
			<i>Line Description:</i> Rental Assistance-D Brown		
0258332	03/27/26	P	SiteOne Landscape Supply LLC	0000024133	539.50
			<i>Line Description:</i> Purchase of Materials Sports		
0258333	03/27/26	P	Southern California Edison Company	0000004088	7,983.66
			<i>Line Description:</i> FV/Belfast Stlight Pole Remove		
0258334	03/27/26	P	Southern California Edison Company	0000004088	1,399.43
			<i>Line Description:</i> 2612 Harbor 2/17-3/17/26 410 Merrimac A 2/11-3/12/26 1040 Paularino 2/18-3/18/26 2783 Bristol 2/18-3/18/26 2944 Bristol 2/17-3/17/26 1256 Adams 2/11-3/12/26 199 Broadway 2/17-3/17/26 401 Broadway 2/17-3/17/26 Medians Feb 26 Prez Park 2/12-3/15/26 2917-3171 RedHill 2/10-3/19/26 360 Ogle 2/11-3/12/26 1071 Bristol 2/19-3/19/26 410 Merrimac B 2/11-3/12/26		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258335	03/27/26	P	Southern California Gas Company <i>Line Description:</i> 3175 Airway 2/10-3/12/26	0000004092	842.49
0258336	03/27/26	P	Spectrum Gas Products <i>Line Description:</i> Oxygen Medical	0000012653	132.50
0258337	03/27/26	P	StandUp for Kids, Inc. <i>Line Description:</i> Home ARP Program	0000030323	9,271.75
0258338	03/27/26	P	State of California Dept of Justice <i>Line Description:</i> Livescan/Fingerprinting Servic	0000001534	2,436.00
0258339	03/27/26	P	Steven Solberg <i>Line Description:</i> Refund Permit BROF-26-0020 Refund Permit BROF-26-0014 Refund Permit BROF-26-0014	0000031780	583.10
0258340	03/27/26	P	Terrell Thorogood <i>Line Description:</i> Basketball Referee 3/18/26 Basketball Referee 3/16/26	0000030424	210.00
0258341	03/27/26	P	The Code Group Inc <i>Line Description:</i> Consulting Plan Check Svcs Consulting Staffing Services	0000025073	10,882.50
0258342	03/27/26	P	Tony Torres <i>Line Description:</i> Refund Permit BPCC-25-0376	0000031778	1,881.96

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>
0258343	03/27/26	P	Townsend Public Affairs Inc <i>Line Description: March 26 Leg Ad Grant Writing</i>	0000021510	6,825.00
0258344	03/27/26	P	Trellis <i>Line Description: MOVING PROJECT</i>	0000025584	490.00
0258345	03/27/26	P	Triton Technology Solutions Inc <i>Line Description: Repacement Hard Drive</i>	0000021687	603.83
0258346	03/27/26	P	Ware Disposal Inc <i>Line Description: City Facilities Trash Srvs Mar</i>	0000000255	10,418.43
0258347	03/27/26	P	Washington Santa Ana Housing Partners LP <i>Line Description: Rental Assistance-R Miller</i>	0000031652	356.00
0258348	03/27/26	P	Weaver Gregg <i>Line Description: Refund Citation CM070037730</i>	0000031788	5.50
0258349	03/27/26	P	West Coast Mobile Home Improvement <i>Line Description: Rehab Grant-1973 Newport Blvd</i>	0000031014	11,135.00
0258350	03/27/26	P	Westnet Inc <i>Line Description: FIRST-IN ALERTING STATION FIXE FIRST-IN ALERTING STATION FIXE FIRST-IN ALERTING STATION FIXE</i>	0000004531	2,349.92
0258351	03/27/26	P	Wex Bank <i>Line Description: Fuel 2/7-3/6/26</i>	0000014258	1,362.55

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>
0258352	03/27/26	P	World Oil Environmental Services	000001088	721.10
		<i>Line Description:</i>	Waste Aerosol/Drum Drum/Oily Solids Waste		
0258353	03/27/26	P	Zoll Medical Corporation	000021290	422.38
		<i>Line Description:</i>	AUTOPULSE AND DEFIBRILLATORS		
TOTAL					<u><u>\$1,742,183.59</u></u>

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021987	03/27/26	P	Ayesha Khalid	0000031159	448.20
			<i>Line Description:</i> ACFE Certification Compliance ACFE Membership		
021988	03/27/26	P	Costa Mesa Employees Association	0000006284	4,578.01
			<i>Line Description:</i> Payroll Deduction 26-07		
021989	03/27/26	P	Costa Mesa Executive Club	0000006286	330.00
			<i>Line Description:</i> Payroll Deduction 26-07		
021990	03/27/26	P	Costa Mesa Firefighters Association	0000001812	8,655.50
			<i>Line Description:</i> Payroll Deduction 26-07		
021991	03/27/26	P	Costa Mesa Police Association	0000001819	7,920.00
			<i>Line Description:</i> Payroll Deduction 26-07		
021992	03/27/26	P	Costa Mesa Police Management Assn	0000005082	315.00
			<i>Line Description:</i> Payroll Deduction 26-07		
021993	03/27/26	P	Environmental Equipment Supply Inc	0000028884	24,585.78
			<i>Line Description:</i> Equipment Upfit for Unit 248 -		
021994	03/27/26	P	Jack R. Sweeney	0000030173	4,317.60
			<i>Line Description:</i> Rent-3190 E Airport #E2 Apr 26		
021995	03/27/26	P	Jared Barnes	0000014094	32.00
			<i>Line Description:</i> Management Seminar B		

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>
021996	03/27/26	P	Jeremy Hermes	0000025637	80.00
			<i>Line Description:</i> Supervisory Course		
021997	03/27/26	P	Jonathan Smith	0000023435	24.00
			<i>Line Description:</i> Field Training Officer Update		
021998	03/27/26	P	Jones Mayer	0000014653	140,307.97
			<i>Line Description:</i> #140244-Finance		
			#140248-Housing		
			#140243-Harrison		
			#140262-Percival		
			#140268-Schaefer		
			#140245-Fire Dept		
			#140247-Hernandez		
			#140242-Dev Svc		
			#140270-Wilson		
			#140259-Opioid		
			#140256-OKeefe		
			#140246-Harvey		
			#140261-Peper		
			#140255-Mood		
			#140253-Leik		
			#140254-May		
			#140264-PD		
			#140250-It		
			#140249-HR		
			#140251-Jahanbin2		
			#140233-440 Fair Dr/1179 NP		
			#140232-2280 Newport Blvd		
			#140252-Jamboree Housing		
			#140240-Code Enforcement		
			#140260-Park & Comm Svc		
			#1402558-One Metro West		
			#140234-599 W Wilson St		
			#140238-City Clerk PRR		
			#140235-Animal Control		

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>
			<i>Line Description:</i> #140266-Risk Mgmt #140267-Sa;ehpour #140237-City Clerk #140257-Ohio House #140265-Puboic Svc #140269-Veramancini #140230-1963 Wallace #140239-City Manager #140241-City Council #140231-2162 Maple St #140236-City Attorney #140263-Planning Comm		
021999	03/27/26	P	Julianne Hernandez	0000027156	40.00
			<i>Line Description:</i> Interview & Interrogation		
022000	03/27/26	P	Kyle Brosamer	0000026927	450.00
			<i>Line Description:</i> Company Officer 2D		
022001	03/27/26	P	Laura Davis	0000012465	136.12
			<i>Line Description:</i> ICI Core Course		
022002	03/27/26	P	Matthew Montoya	0000030815	286.50
			<i>Line Description:</i> School Resource Officer		
022003	03/27/26	P	Max Perez	0000031286	24.00
			<i>Line Description:</i> Standardized Field Sobriety		
022004	03/27/26	P	Monte Peters	0000022201	435.40
			<i>Line Description:</i> SLI #6A		

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>
022005	03/27/26	P	Nicholas Siemiawski <i>Line Description: Field Training Officer</i>	0000030613	235.75
022006	03/27/26	P	Ramon Hernandez <i>Line Description: Titile 15</i>	0000024528	12.04
022007	03/27/26	P	Raul Gonzales <i>Line Description: ICI Core Course</i>	0000029268	80.00
022008	03/27/26	P	Robert Rondinella <i>Line Description: Company Officer 2A</i>	0000029998	450.00
TOTAL					\$193,743.87

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Cancel Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Date</u>	<u>Payment Amt</u>
0257907	4/2/2026	V	Jessica Samson	0000031728	03/06/26	(12,000.00)
<i>Line Description: 4/2/26 vendor did not receive payment</i>						
TOTAL						(\$12,000.00)

59,424.68
 1,631.98
 388,230.37
 (12,000.00)
 236,742.54
 19,668.65
 7,478.09

\$ 701,176.31

Bank: CITY
 Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258177	03/31/26	P	Antonic Macias	0000021817	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258178	03/31/26	P	Barbara Tintle	0000016912	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258179	03/31/26	P	Bonnie Kubota	0000005792	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258180	03/31/26	P	Bradley Whiteaker	0000000341	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258181	03/31/26	P	Burton Santee	0000003920	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258182	03/31/26	P	Chano Camarillo	0000001558	491.78
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258183	03/31/26	P	Chris Holmes	0000002557	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258184	03/31/26	P	Chris Reed	0000003777	921.77
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258185	03/31/26	P	Dan Mudra	0000006272	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258186	03/31/26	P	David Alkema	0000000970	864.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

Bank: CITY
 Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0258187	03/31/26	P	Deanna Reed	714 0000002777	711.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258188	03/31/26	P	Dennis Barton	0000001209	301.50
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258189	03/31/26	P	Diane J Moore	0000003221	364.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258190	03/31/26	P	Don Boynton	0000015805	440.32
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258191	03/31/26	P	Donna Fagot	0000013934	413.04
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258192	03/31/26	P	Edwin Everett	0000005981	1,690.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258193	03/31/26	P	Eric Engle	0000002128	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258194	03/31/26	P	Fidel Gamboa	0000007696	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258195	03/31/26	P	Frank Rudisill	0000003871	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

Bank: CITY
 Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0258196	03/31/26	P	Frederick Merrill	0000005365	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258197	03/31/26	P	Fredric Wagner	0000004444	976.50
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258198	03/31/26	P	Gary Golson	0000002370	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258199	03/31/26	P	Harold Arnold	0000001076	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258200	03/31/26	P	Harold Newbern	0000013391	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258201	03/31/26	P	Henry Santo	0000003921	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258202	03/31/26	P	James Boucher	0000021818	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258203	03/31/26	P	James Solliday	0000015717	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258204	03/31/26	P	John E Fitzpatrick	0000002234	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258205	03/31/26	P	John Pherrin	0000006031	789.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

Bank: CITY
 Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0258206	03/31/26	P	Karin Robinson	000008079	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258207	03/31/26	P	Karl J Verhoef	000004410	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258208	03/31/26	P	Keith M Jones	000002776	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258209	03/31/26	P	Kenneth Soltis	000007968	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258210	03/31/26	P	Kevin Gleason	000006350	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258211	03/31/26	P	Klaus Straschil	000004169	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258212	03/31/26	P	Larry Arruda	000001080	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258213	03/31/26	P	Larry M Hicks	000002525	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258214	03/31/26	P	Lawrence Stice	0000015806	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

Bank: CITY
 Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0258215	03/31/26	P	Lou Steiner	0000005965	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258216	03/31/26	P	Marilyn Ellis-Hollobaugh	0000002108	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258217	03/31/26	P	Merton Switzer	0000004204	316.87
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258218	03/31/26	P	Michael Basso	0000021265	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258219	03/31/26	P	Michael Moran	0000018227	792.93
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258220	03/31/26	P	Michael Swanson	0000006237	976.50
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258221	03/31/26	P	Michael Treanor	0000006788	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258222	03/31/26	P	Michael V Ginther	0000002339	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258223	03/31/26	P	Michael W Carver	0000001599	774.06
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258224	03/31/26	P	Neil Leveratt	0000002948	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

Bank: CITY
 Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258225	03/31/26	P	Famela S Greene <i>Line Description: Qtrly Retiree Medical Payment</i>	000000256	569.12
0258226	03/31/26	P	Patricia Novack <i>Line Description: Qtrly Retiree Medical Payment</i>	0000012034	939.00
0258227	03/31/26	P	Peter Merritt <i>Line Description: Qtrly Retiree Medical Payment</i>	0000005114	1,014.00
0258228	03/31/26	P	Peter Tenace <i>Line Description: Qtrly Retiree Medical Payment</i>	0000007198	364.05
0258229	03/31/26	P	Robert B Phillips <i>Line Description: Qtrly Retiree Medical Payment</i>	0000005388	1,014.00
0258230	03/31/26	P	Robert Ciszek <i>Line Description: Qtrly Retiree Medical Payment</i>	0000001670	1,014.00
0258231	03/31/26	P	Robert Fate <i>Line Description: Qtrly Retiree Medical Payment</i>	0000002183	1,014.00
0258232	03/31/26	P	Ronald A Smith <i>Line Description: Qtrly Retiree Medical Payment</i>	0000004053	957.87
0258233	03/31/26	P	Rulon Hatch <i>Line Description: Qtrly Retiree Medical Payment</i>	0000006012	1,014.00

SUMMARY CHECK REGISTER

Bank: CITY
 Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258234	03/31/26	P	Sam Nguyen	0000021573	548.84
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258235	03/31/26	P	Scott Broussard	0000001420	913.95
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258236	03/31/26	P	Sheila Maurice	0000003091	364.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258237	03/31/26	P	Stanley Borek	0000001347	463.95
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258238	03/31/26	P	Steven Spielberg	0000004127	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258239	03/31/26	P	Teresa Peterson Goerke	0000016963	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258240	03/31/26	P	Thomas Banks	0000021751	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258241	03/31/26	P	Thomas MacDuff	0000006064	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258242	03/31/26	P	Thomas Neth	0000007978	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0258243	03/31/26	P	Thomas Stewart	0000006560	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

Bank: CITY
 Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0258244	03/31/26	P	Ursula Basich <i>Line Description: Qtrly Retiree Medical Payment</i>	0000022488	763.95
0258245	03/31/26	P	Ve Tran <i>Line Description: Qtrly Retiree Medical Payment</i>	0000004296	1,014.00
0258246	03/31/26	P	Virginia Anderson <i>Line Description: Qtrly Retiree Medical Payment</i>	0000008307	301.50
0258247	03/31/26	P	William Todd <i>Line Description: Qtrly Retiree Medical Payment</i>	0000004269	264.00
TOTAL					\$59,424.68

Bank: CITY
Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0258358	03/30/26	P	Primo Brands	0000031368	1,631.98
<i>Line Description:</i> Water Delivery Svc					
					TOTAL
					<u>\$1,631.98</u>

Bank: CITY
 Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258359	04/03/26	P	Admin Sure Inc	0000021568	18,183.00
			<i>Line Description:</i> Wkrs Comp Admin Fee-Apr 26		
0258360	04/03/26	P	Families Forward Inc	0000024105	16,494.19
			<i>Line Description:</i> Affordable Housing Prog-1stQtr Affordable Housing Prog-2nd Qt		
0258361	04/03/26	P	Lehr Auto	0000014732	16,621.84
			<i>Line Description:</i> Upfit Equipment for two new Pa		
0258362	04/03/26	P	Metro Builders & Engineering Ltd	0000006443	60,206.25
			<i>Line Description:</i> City Proj 24-12 Tewinkle Park Retention City Proj 24-12/231		
0258363	04/03/26	P	OakWest Services Inc	0000029497	34,650.00
			<i>Line Description:</i> Installation of a DG Trail @ B		
0258364	04/03/26	P	Western State Builders Inc	0000031718	19,689.00
			<i>Line Description:</i> Install add'l seating area & a		
0258365	04/03/26	P	ARC	0000022726	404.17
			<i>Line Description:</i> Promo Ceremony Booklet Promo Ceremony Booklet Banners-Pk & Comm Svc Ketchum Libolt Pk Printing		
0258366	04/03/26	P	AT & T	0000001107	221.34
			<i>Line Description:</i> Internet-Tennis Ctr Phone-Tennis Ctr		

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>
0258367	04/03/26	P	AT & T Mobility <i>Line Description: Dispatch Phones 1/12-2/11/26</i>	0000001107	97.38
0258368	04/03/26	P	AVNI Enterprises Inc <i>Line Description: Parts for Fire Apparatus</i>	0000030676	3,226.58
0258369	04/03/26	P	All City Management Services Inc <i>Line Description: Schl Crsng Guard 2/15-2/28/26</i>	0000009480	9,311.52
0258370	04/03/26	P	Allstar Fire Equipment Inc <i>Line Description: ADDITIONAL REPAIRS</i>	0000000986	200.00
0258371	04/03/26	P	Atkinson Andelson Loya Ruud & Romo <i>Line Description: General Legal Svc-Feb 2026</i>	0000027289	477.75
0258372	04/03/26	P	Bob Hall & Associates <i>Line Description: Exec Recruitment</i>	0000027193	7,175.00
0258373	04/03/26	P	Bound Tree Medical LLC <i>Line Description: EMS Supplies</i>	0000011695	3,587.87
0258374	04/03/26	P	CHUBB <i>Line Description: Long Term Care Ins-Mar 2026</i>	0000031158	5,228.04
0258375	04/03/26	P	Carahsoft Technology Corporation <i>Line Description: ID Remote Access UDEMY BUSINESS IMMERSIVE ONLIN UDEMY BUSINESS PRO IMMERSIVE</i>	0000026738	9,281.64

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>
0258376	04/03/26	P	Carl Warren & Company <i>Line Description:</i> Subrogation Fee	0000001578	866.17
0258377	04/03/26	P	Cintas First Aid and Safety <i>Line Description:</i> First Aids Refill-Cityhall	0000031629	289.37
0258378	04/03/26	P	Clifton Larson Allen LLP <i>Line Description:</i> FY 24-25 Audit Fee	0000031521	10,605.00
0258379	04/03/26	P	Collaborative Testing Services Inc <i>Line Description:</i> Latent Print Exam/Processing	0000018932	530.00
0258380	04/03/26	P	Costa Mesa Lock & Key <i>Line Description:</i> Duplicate Storage Key-Fin	0000001817	16.65
0258381	04/03/26	P	County of Orange <i>Line Description:</i> AFIS Fees Feb 2026 Teletype Srvs Feb 2026	0000003486	4,408.32
0258382	04/03/26	P	Dell Computer Corp <i>Line Description:</i> COMPUTER EQUIPMENT	0000001962	2,421.32
0258383	04/03/26	P	Demetrius Mayhand <i>Line Description:</i> Basketball Referee 3/25/26	0000030111	105.00
0258384	04/03/26	P	Everett Dorey LLP <i>Line Description:</i> General Legal Svc-Feb 2026	0000026882	2,263.55
0258385	04/03/26	P	Fair Housing Foundation	0000019956	9,833.20

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>
			<i>Line Description:</i> Fair Housing Prog-1st Qtr Fair Housing Program-2nd Qtr		
0258386	04/03/26	P	First Choice Service	0000023961	843.29
			<i>Line Description:</i> Coffee & Water Svc-2/12/26 Coffee & Water Svc-2/2/26		
0258387	04/03/26	P	Flex Technology Group LLC	0000031768	8.12
			<i>Line Description:</i> Copier Maint 2/20-3/19/26		
0258388	04/03/26	P	Galls LLC	0000002297	5,834.42
			<i>Line Description:</i> Uniform-Barillas Uniform-Guierrez Uniform-Rios Safety Vest-Stewart Safety Vest-Cattouse Uniforms Uniforms Uniform-Pearson Uniform-Evans Uniform-Mcmahon Uniform Uniform-Barajas Uniform-Muck		
0258389	04/03/26	P	Grainger	0000002393	30.51
			<i>Line Description:</i> Warehouse Haz Mat		
0258390	04/03/26	P	Healthy U	0000012092	507.00
			<i>Line Description:</i> Instructor Payment-Spr 26		
0258391	04/03/26	P	Hinderliter De Llamas & Associates	0000002537	4,300.00

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>
			<i>Line Description:</i> Cannabis Mgmt-Feb 2026		
0258392	04/03/26	P	ICC	0000031802	3,225.00
			<i>Line Description:</i> 2026 Code Comply Summit		
0258393	04/03/26	P	Jessica Samson	0000031728	12,000.00
			<i>Line Description:</i> Refund Permit EENC-24-0528 Refund Permit EENC-24-0528		
0258394	04/03/26	P	Joe Mar Polygraph	0000030910	250.00
			<i>Line Description:</i> Polygraph Exam		
0258395	04/03/26	P	Johnson Controls Fire Protection LP	0000026089	5,146.20
			<i>Line Description:</i> Relocation of two horn/strobes		
0258396	04/03/26	P	Kimball Midwest	0000006819	263.67
			<i>Line Description:</i> Telecomm Supplies Telecomm Supplies		
0258397	04/03/26	P	LineGear Fire & Rescue Equipment	0000026007	379.28
			<i>Line Description:</i> FIRE EQUIPMENT		
0258398	04/03/26	P	Melad & Associates	0000005068	7,683.97
			<i>Line Description:</i> Consulting Plan Check Svcs		
0258399	04/03/26	P	Merrimac Energy Group	0000021566	4,044.94
			<i>Line Description:</i> FS #3 Diesel Fuel Tank 13		
0258400	04/03/26	P	Motoport USA	0000029467	6,797.59

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>
			<i>Line Description:</i> Motor Officer Uniforms for 3 O		
0258401	04/03/26	P	National Data & Surveying Services	0000021249	210.00
			<i>Line Description:</i> Volume&Speed Traffic Counts		
0258402	04/03/26	P	National Safety Compliance Inc	0000020714	303.96
			<i>Line Description:</i> DOT Random Drug Testing		
0258403	04/03/26	P	Occu Med	0000003388	1,613.18
			<i>Line Description:</i> Pre-Employment Medical		
0258404	04/03/26	P	Office Depot	0000003394	6,547.17
			<i>Line Description:</i> Office Supplies-Police Office Supplies-Finance Office Supplies-Building Office Supplies-Supplies Office Supplies Police SIU Office Supplies-City Clerk Office Supplies-Police SUI Office Supplies-Recreation Office Supplies Police Admin Office Supplies-Police Admin Office Supplies-Senior Center Office Supplies CEO Comms Mark Office Supplies-Police Investi Office Supplies-Police Prop Ev Office Supplies-Police Records		
0258405	04/03/26	P	Orange County Mosquito & Vector Control	0000021750	91.50
			<i>Line Description:</i> Inspect&Treatmnt Pest FVP Feb		
0258406	04/03/26	P	Pacific Advanced Civil Engineering Inc	0000014386	4,524.00

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>
			<i>Line Description:</i> CIP Budget Programming		
0258407	04/03/26	P	Peckham & McKenney Corp	0000030678	10,000.00
			<i>Line Description:</i> Executive Recruitment		
0258408	04/03/26	P	Quinn Company	0000023844	4,200.00
			<i>Line Description:</i> 120-Transfer Switch Test 142-Transfer Switch Test 121-Transfer Switch Test		
0258409	04/03/26	P	Rafael Rodriguez	0000031018	105.00
			<i>Line Description:</i> Basketball Referee 3/25/26		
0258410	04/03/26	P	Southern California Edison Company	0000004088	2,379.86
			<i>Line Description:</i> FS#1 2/23-3/23/26 2704 Harbor 2/23-3/23/26 735 Baker 2/23-3/23/26 3120 Manistee 2/24-3/24/26 86 Prospect 2/24-3/24/26 2948 Bristol 2/17-3/17/26 555 1/2 Paularino 2/24-3/24/26 2301 Harbor 2/25-3/25/26		
0258411	04/03/26	P	Southern California Gas Company	0000004092	6,708.64
			<i>Line Description:</i> BCC 2/25-3/26/26 Sr Ctr 2/20-3/23/26 Comm 2/23-3/24/26 Historical 2/20-3/23/26 2310 Placentia 2/23-3/24/26 2300 Placentia 2 2/23-3/24/26 PD 2/23-3/24/26 FS#4 3/23-4/24/26 FS#1 2/25-3/26/26		

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>
			<i>Line Description:</i> FS#3 2/20-3/23/26 567 W 18th 2/20-3/23/26 DRC 2/20-3/23/26 721 James 2/20-3/23/26 717 James 2/20-3/23/26 FS\$5 2/23-3/24/26 Pool 2/20-3/23/26 FS#6 2/27-3/30/26 FS#2 2/24-3/25/26 NHCC 2/20-3/23/26		
0258412	04/03/26	P	Southern California Shredding Inc	0000025605	245.00
			<i>Line Description:</i> On-Site Shredding Services On-Site Shredding Services Mar On-Site Shredding Services		
0258413	04/03/26	P	State of California Dept of Justice	0000001534	294.00
			<i>Line Description:</i> Livescan/Fingerprinting Servic		
0258414	04/03/26	P	Sunset Detectives	0000026756	11,915.43
			<i>Line Description:</i> Pre-Employment Backgrounds Pre-Employment Background		
0258415	04/03/26	P	Termite Terry Pest Control	0000030103	1,895.00
			<i>Line Description:</i> Rehab Grant 1973 Newport Blvd		
0258416	04/03/26	P	The Counseling Team International	0000026352	800.00
			<i>Line Description:</i> Pre-Employment Psych Evals Pre Employment Psych Evals		
0258417	04/03/26	P	The Solis Group	0000030649	1,053.00
			<i>Line Description:</i> Adams Ave Bicycle Fac Proj		

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>
			<i>Line Description:</i> 24/25 Citywide Prking Maint St		
0258418	04/03/26	P	Third Wave Corporation	0000025874	2,295.00
			<i>Line Description:</i> ITSP CONSULTING		
0258419	04/03/26	P	Transoft Solutions Inc	0000029218	3,040.00
			<i>Line Description:</i> Two Year Software Subscription		
0258420	04/03/26	P	US Postmaster	0000004377	10,000.00
			<i>Line Description:</i> Bulk Mail EPS#1000067404		
0258421	04/03/26	P	UniFirst Holdings Inc	0000030616	84.70
			<i>Line Description:</i> CMBS Walk-Off Mats		
0258422	04/03/26	P	Verizon Wireless	0000008717	6,417.47
			<i>Line Description:</i> WIRELESS PHONE 2/18-3/17/26 FIRE IPADS 2/18-3/17/26 WIRELESS PHONE 2/18-3/17/26 WIRELESS PHONE 1/18-2/17		
0258423	04/03/26	P	Waxie Sanitary Supply	0000004480	5,338.88
			<i>Line Description:</i> JANITORIAL AND SANITARY SUPPLI		
0258424	04/03/26	P	West Coast Mobile Home Improvement	0000031014	13,851.00
			<i>Line Description:</i> Rehab Grant-1845 Monrovia Ave		
0258425	04/03/26	P	Western DC Systems, Inc.	0000029864	1,095.00
			<i>Line Description:</i> Inverter Maintenance Services		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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>
0258426	04/03/26	P	World Oil Environmental Services	0000001088	65.00
			<i>Line Description:</i> Used Filter Pick Up		
0258427	04/03/26	P	Zoll Medical Corporation	0000021290	2,877.64
			<i>Line Description:</i> AUTOPULSE AND DEFIBRILLATORS AUTOPULSE AND DEFIBRILLATORS AUTOPULSE AND DEFIBRILLATORS AUTOPULSE AND DEFIBRILLATORS		
0258428	04/03/26	P	Zumar Industries Inc	0000004622	2,571.80
			<i>Line Description:</i> Blanks, Rivets, Anchors		
TOTAL					\$388,230.37

SUMMARY CHECK REGISTER

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>
021695	03/31/26	P	Aaron Thomas	0000005479	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021696	03/31/26	P	Albert Spencer	0000004120	1,389.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021697	03/31/26	P	Allan L Roeder	0000003720	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021698	03/31/26	P	Allen D Huggins	0000002589	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021699	03/31/26	P	Andres Sepulveda	0000003988	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021700	03/31/26	P	Andrew Chalkley	0000025404	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021701	03/31/26	P	Ann Shultz	0000006607	964.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021702	03/31/26	P	Anna Dolewski	0000010944	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021703	03/31/26	P	Anna Rodriguez	0000026586	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021704	03/31/26	P	Arthur V Beames Jr	0000017738	120.65
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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>
021705	03/31/26	P	Baltazar Mejia	0000023439	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021706	03/31/26	P	Betty Garcia	0000024432	451.84
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021707	03/31/26	P	Bobby Y Masuzumi	0000003081	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021708	03/31/26	P	Brad Edwards	0000022130	754.77
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021709	03/31/26	P	Brent McKinley	0000007051	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021710	03/31/26	P	Brian W Roberts	0000006274	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical PaymentQ		
021711	03/31/26	P	Bruce Hartley	0000011119	543.24
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021712	03/31/26	P	Bruce McGregor	0000011206	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021713	03/31/26	P	Bruce R Ballinger	0000001167	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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>
021714	03/31/26	P	Bruce Radomski	0000003742	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021715	03/31/26	P	Bruce W Covey	0000013041	964.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021716	03/31/26	P	Bryan Glass	0000002342	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021717	03/31/26	P	Cameron Phillips	0000005875	864.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021718	03/31/26	P	Carl McConnell	0000013933	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021719	03/31/26	P	Charles A Bassett	0000011742	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021720	03/31/26	P	Charles F Carr	0000006236	826.50
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021721	03/31/26	P	Charles J Oliver Jr	0000009684	514.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021722	03/31/26	P	Charlotte Bluell	0000008644	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021723	03/31/26	P	Cherie M Pittington	0000003641	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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>
021724	03/31/26	P	Cheryl R Helwig <i>Line Description: Qtrly Retiree Medical Payment</i>	0000006915	613.95
021725	03/31/26	P	Chris Goldsworthy <i>Line Description: Qtrly Retiree Medical Payment</i>	0000029067	488.37
021726	03/31/26	P	Christina Powell OBrien <i>Line Description: Qtrly Retiree Medical Payment</i>	0000016961	564.00
021727	03/31/26	P	Christine Tsao <i>Line Description: Qtrly Retiree Medical Payment</i>	0000012670	1,014.00
021728	03/31/26	P	Christopher B Bates <i>Line Description: Qtrly Retiree Medical Payment</i>	0000001213	1,014.00
021729	03/31/26	P	Christopher G Walk <i>Line Description: Qtrly Retiree Medical Payment</i>	0000004450	1,071.00
021730	03/31/26	P	Christopher J Boyd <i>Line Description: Qtrly Retiree Medical Payment</i>	0000001363	1,014.00
021731	03/31/26	P	Christopher K Brimhall <i>Line Description: Qtrly Retiree Medical Payment</i>	0000001402	1,014.00
021732	03/31/26	P	Christopher Kudelka <i>Line Description: Qtrly Retiree Medical Payment</i>	0000005822	1,014.00

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>
021733	03/31/26	P	Clay G Epperson	0000002141	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021734	03/31/26	P	Clint Dieball	0000004717	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021735	03/31/26	P	Corrie Viera	0000019128	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021736	03/31/26	P	Curt D Yoder	0000004601	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021737	03/31/26	P	D Dennis Johnson	0000011317	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021738	03/31/26	P	Dale H Ashley	0000010564	864.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021739	03/31/26	P	Dale R Birney	0000001277	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021740	03/31/26	P	Dana Potts	0000008186	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021741	03/31/26	P	Dane Bora	0000001344	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021742	03/31/26	P	Danny Hogue	0000006802	789.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021743	03/31/26	P	Darlene Bell	0000005602	264.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021744	03/31/26	P	Darrel Raney	0000005800	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021745	03/31/26	P	David A Dye	0000002065	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021746	03/31/26	P	David C Goerke	0000009386	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021747	03/31/26	P	David Hollister	0000021620	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021748	03/31/26	P	David K Makiyama	0000003041	964.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021749	03/31/26	P	David Maurer	0000007564	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021750	03/31/26	P	David S Andersen	0000001040	864.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021751	03/31/26	P	David Sorge	0000004068	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021752	03/31/26	P	David Tait	0000022487	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021753	03/31/26	P	Dawna Myers	0000003273	913.95
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021754	03/31/26	P	Deborah Zimmerman	0000023438	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021755	03/31/26	P	Debra Yasui	0000007276	864.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021756	03/31/26	P	Dee Dee H Nelson	0000006575	313.95
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021757	03/31/26	P	Dennis B Sanders	0000003910	343.63
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021758	03/31/26	P	Diane Butler	0000008078	489.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021759	03/31/26	P	Diane M Jarrett	0000007645	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021760	03/31/26	P	Don Holford	0000006025	793.56
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021761	03/31/26	P	Donald B Brown	0000004900	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021762	03/31/26	P	Doneen J Westenhaver	0000009746	717.18
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021763	03/31/26	P	Donna J Theriault	0000005411	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021764	03/31/26	P	Doug Johnson	0000005743	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021765	03/31/26	P	Doug Lovell	0000018477	692.04
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021766	03/31/26	P	Doug Prochnow	0000012127	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021767	03/31/26	P	Douglas Wilson	0000006759	539.16
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021768	03/31/26	P	Edward Petros	0000003615	913.95
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021769	03/31/26	P	Ellen M Fenwick	0000023268	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021770	03/31/26	P	Eric Johnson	0000002765	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021771	03/31/26	P	Ernesto A Munoz	0000003261	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021772	03/31/26	P	Frank Barraza	0000026939	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021773	03/31/26	P	Frank Fantino	0000005635	976.50
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021774	03/31/26	P	Fred McDowell	0000009142	1,026.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021775	03/31/26	P	Frederick T Seguin	0000003981	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021776	03/31/26	P	Gaetano Russo	0000019793	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021777	03/31/26	P	Gary Mc Erlain	0000017407	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021778	03/31/26	P	Gary Wong	0000012009	813.48
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021779	03/31/26	P	Gene Barbee	0000001188	976.50
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021780	03/31/26	P	Georgia A Ethier	0000002154	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021781	03/31/26	P	Gerald S Vasquez	0000006833	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021782	03/31/26	P	Gerald W Stucky	0000004172	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021783	03/31/26	P	Gerard J Stukkie	0000004174	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021784	03/31/26	P	Gina Clark	0000021699	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021785	03/31/26	P	Gregg A Steward	0000004159	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021786	03/31/26	P	Gregory Beutz	0000001261	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021787	03/31/26	P	Gregory Knackert	0000017588	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021788	03/31/26	P	Gregory LaFave	0000014549	514.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021789	03/31/26	P	Gregory P Scott	0000003963	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021790	03/31/26	P	H Michael Griffin	0000006936	380.32
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021791	03/31/26	P	Harlan Pauley	0000003569	826.50
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021792	03/31/26	P	Helen Nenadal	0000022319	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021793	03/31/26	P	Helene Rosenbaum	0000003861	264.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021794	03/31/26	P	Herbert C Ohde Jr	0000003399	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021795	03/31/26	P	Holly L Carver	0000001597	792.93
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021796	03/31/26	P	Jack D Schuitt	0000003952	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021797	03/31/26	P	Jack Koch	0000002859	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021798	03/31/26	P	Jack L Archer	0000001062	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021799	03/31/26	P	Jaime Serrato	0000005953	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021800	03/31/26	P	James C Wysong	0000004594	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021801	03/31/26	P	James D Watson	0000004476	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021802	03/31/26	P	James E Higgins Jr	0000007687	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021803	03/31/26	P	James M Ellis	0000002107	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021804	03/31/26	P	James M Gottenbos	0000002385	413.04
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021805	03/31/26	P	James Morrison	0000010566	584.49
			<i>Line Description:</i> Qtrly Retiree Medical PaymentQ		
021806	03/31/26	P	James N Dibble	0000005626	939.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021807	03/31/26	P	James Parnell	0000003558	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021808	03/31/26	P	James R Wilke Jr	0000004555	489.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021809	03/31/26	P	James T Warnack	0000004465	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021810	03/31/26	P	Jana L Cacho	0000010556	564.48
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021811	03/31/26	P	Jane Duenweg	0000021556	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021812	03/31/26	P	Jeanette Chervony	0000018986	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021813	03/31/26	P	Jeanette Zangger	0000006655	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021814	03/31/26	P	Jeff B Janzen	0000002735	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021815	03/31/26	P	Jeffery E Skee	0000005410	939.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021816	03/31/26	P	Jeffrey Horn	0000009003	664.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021817	03/31/26	P	Jeffrey J McCann	0000003101	964.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021818	03/31/26	P	Jeffrey T Peters	0000003608	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021819	03/31/26	P	Jerauld D Holloway	0000002556	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021820	03/31/26	P	Jerry Souza	0000004109	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021821	03/31/26	P	John Bull	0000003233	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021822	03/31/26	P	John F Downey	0000009004	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021823	03/31/26	P	John L Skinner	0000004038	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021824	03/31/26	P	John S Michalec	0000019250	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021825	03/31/26	P	Jon B Whitcomb	0000005651	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021826	03/31/26	P	Jon Doezie	0000009385	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021827	03/31/26	P	Jose Tovar	0000004283	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021828	03/31/26	P	Juan Santos	0000013436	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021829	03/31/26	P	Judith G Covey	0000009690	676.50
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021830	03/31/26	P	Judy Vickers	0000007219	488.37
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021831	03/31/26	P	Karen L Adams	0000000899	414.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021832	03/31/26	P	Karen S Goettsch	0000013935	964.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021833	03/31/26	P	Kathleen Ulrich	0000025407	564.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021834	03/31/26	P	Kayoko Hayman	0000005785	789.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021835	03/31/26	P	Keith Davis	0000008187	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021836	03/31/26	P	Kelly Vucinic	0000010967	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021837	03/31/26	P	Kevin Condon	0000007561	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021838	03/31/26	P	Kevin Diamond	0000001989	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021839	03/31/26	P	Kevin T Meng	0000003133	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021840	03/31/26	P	Lance Nakamoto	0000003280	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021841	03/31/26	P	Larry Bell	0000007802	363.75
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021842	03/31/26	P	Larry Dreiman	0000018972	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021843	03/31/26	P	Laura Ginther	0000023134	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021844	03/31/26	P	Lawrence N Hennen	0000002506	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021845	03/31/26	P	Lawrence P Torres	0000004278	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021846	03/31/26	P	Leonard Goodsir	0000002378	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021847	03/31/26	P	Lily Martinez	000003071	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021848	03/31/26	P	Linda A Matthews	000003089	451.50
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021849	03/31/26	P	Linda F Divino	000009007	488.61
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021850	03/31/26	P	Loren P Wyrick	000004593	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021851	03/31/26	P	Madeline A Miller	000003179	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021852	03/31/26	P	Maher Nawar	000004714	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021853	03/31/26	P	Mamo D Arruda	000001081	414.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021854	03/31/26	P	Marc Yuhasz	000004609	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021855	03/31/26	P	Marguerite De La Torre	000004997	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021856	03/31/26	P	Marie Thompson	000000038	380.32
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021857	03/31/26	P	Marilyn Golden	0000017028	514.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021858	03/31/26	P	Marilyn Guimond	0000015161	572.79
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021859	03/31/26	P	Marilyn K Sutton	0000004201	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021860	03/31/26	P	Martin P Carver	0000001598	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021861	03/31/26	P	Marty Huguenin	0000002591	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021862	03/31/26	P	Mary R Delaney	0000015807	514.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021863	03/31/26	P	Matthew J Collett	0000001720	939.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021864	03/31/26	P	Matthew Selinske	0000006063	1,690.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021865	03/31/26	P	Mel Lee	0000010320	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021866	03/31/26	P	Meloni Smith McMinimy	0000006847	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021867	03/31/26	P	Michael A Cacho	0000001471	564.48
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021868	03/31/26	P	Michael A Cohen	0000006586	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021869	03/31/26	P	Michael A Guevara	0000005099	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021870	03/31/26	P	Michael D Manson	0000005311	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021871	03/31/26	P	Michael R Balsis	0000009424	514.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021872	03/31/26	P	Michael S Fantozzi	0000004715	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021873	03/31/26	P	Michael S Hastert	0000006107	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021874	03/31/26	P	Michael T Dyer	0000002067	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021875	03/31/26	P	Mitchell B Johnson	0000002770	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021876	03/31/26	P	Monique Beckner	0000008066	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021877	03/31/26	P	Morris House	0000002578	864.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021878	03/31/26	P	Muriel Ullman	0000001244	463.95
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021879	03/31/26	P	Nancy M Croft	0000016184	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021880	03/31/26	P	Norman K Schurb	0000003957	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021881	03/31/26	P	Olivia Ramirez	0000003750	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021882	03/31/26	P	Patricia J Steele	0000014443	613.95
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021883	03/31/26	P	Patrick Wessel	0000009042	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021884	03/31/26	P	Patty R Brown	0000001423	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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>
021885	03/31/26	P	Paul Beckman	0000005998	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021886	03/31/26	P	Paul Dondero	0000002023	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021887	03/31/26	P	Paul Moody	0000008766	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021888	03/31/26	P	Paul V Starn	0000010841	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021889	03/31/26	P	Perry L Valantine	0000004384	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021890	03/31/26	P	Pete Melgoza Jr	0000005936	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021891	03/31/26	P	Peter Czenze	0000013313	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021892	03/31/26	P	Peter Naghavi	0000007860	813.48
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021893	03/31/26	P	Phil Dickens	0000005801	826.50
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021894	03/31/26	P	Philip Hartman	0000002474	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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>
021895	03/31/26	P	Philip T Worsman	0000004585	901.50
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021896	03/31/26	P	Phillip R Schmuck	0000003947	596.90
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021897	03/31/26	P	Phyllis Schiel	0000023427	717.18
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021898	03/31/26	P	Randall J Croll	0000013426	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021899	03/31/26	P	Raul Perez	0000012128	765.40
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021900	03/31/26	P	Raymond T Pawloski	0000003572	813.48
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021901	03/31/26	P	Rene Carrera	0000029400	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021902	03/31/26	P	Renee K Farden	0000016962	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021903	03/31/26	P	Richard Allum	0000000987	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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>
021904	03/31/26	P	Richard Boucher	0000014716	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021905	03/31/26	P	Richard J Johnson	0000005620	976.50
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021906	03/31/26	P	Richard Simons	0000022287	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021907	03/31/26	P	Robert Bork	0000001350	964.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021908	03/31/26	P	Robert J Durham	0000006151	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021909	03/31/26	P	Robert J Pesce	0000003604	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021910	03/31/26	P	Robert Pignone	0000003634	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021911	03/31/26	P	Robert Sharpnack	0000004004	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021912	03/31/26	P	Robert Van Sickle	0000004394	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021913	03/31/26	P	Robert W Reynolds	0000003801	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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>
021914	03/31/26	P	Robert W Stinman	0000018058	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021915	03/31/26	P	Robindale Shepherd	0000009851	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021916	03/31/26	P	Ronald Cloe	0000001693	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021917	03/31/26	P	Ronald J Chamberlin	0000014890	514.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021918	03/31/26	P	Ronald P Stone	0000004167	763.95
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021919	03/31/26	P	Ronald Penley	0000024437	543.24
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021920	03/31/26	P	Rosemary Dodson	0000012364	664.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021921	03/31/26	P	Rosemary Vidales	0000004418	397.15
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021922	03/31/26	P	Ross E McKelvey	0000009897	939.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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>
021923	03/31/26	P	Russell C Parker	0000007435	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021924	03/31/26	P	Russell J Yankie	0000015036	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021925	03/31/26	P	Sandi Lishka	0000015808	763.95
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021926	03/31/26	P	Sandra B Benson	0000006459	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021927	03/31/26	P	Scott A May	0000003092	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021928	03/31/26	P	Shawn Brosamer	0000001416	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021929	03/31/26	P	Shawn Leffingwell	0000006331	964.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021930	03/31/26	P	Stephanie Moore	0000008356	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021931	03/31/26	P	Stephen G Calles	0000009071	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021932	03/31/26	P	Stephen R Tiedeman	0000004258	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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>
021933	03/31/26	P	Stephen Ridgway	0000003815	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021934	03/31/26	P	Steven Feather	0000002187	813.48
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021935	03/31/26	P	Steven Labbitt	0000002887	939.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021936	03/31/26	P	Stewart C Godshall	0000002355	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021937	03/31/26	P	Sue Hupp	0000001879	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021938	03/31/26	P	Susan Baldwin	0000010199	364.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021939	03/31/26	P	Susan L Larimore	0000002911	514.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021940	03/31/26	P	Thanh P Bui	0000005710	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021941	03/31/26	P	Thomas C Wood	0000004757	613.95
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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>
021942	03/31/26	P	Thomas J Lazar	0000002925	939.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021943	03/31/26	P	Thomas R Caldwell	0000012035	976.50
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021944	03/31/26	P	Timothy Schennum	0000003943	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021945	03/31/26	P	Timothy Starn	0000005549	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021946	03/31/26	P	Timothy Sweet	0000015387	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021947	03/31/26	P	Tom A Curtis	0000001898	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021948	03/31/26	P	Tom G Winter	0000005460	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021949	03/31/26	P	Trudy E Nuzum	0000003379	601.50
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021950	03/31/26	P	Vernon D Hupp	0000002604	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021951	03/31/26	P	Victor Hernandez	0000015946	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

SUMMARY CHECK REGISTER

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>
021952	03/31/26	P	Walter M Dill	0000007117	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021953	03/31/26	P	Walter S Silver Jr	0000004026	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021954	03/31/26	P	Wanda Ayers	0000011741	363.75
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021955	03/31/26	P	Wayne Martin	0000005885	939.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021956	03/31/26	P	Wendell L Maberry	0000003031	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021957	03/31/26	P	Willa Bouwens Killeen	0000014940	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021958	03/31/26	P	William A Folsom	0000021819	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021959	03/31/26	P	William B Ellwood	0000006789	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021960	03/31/26	P	William F McLean	0000013455	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

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>
021961	03/31/26	P	William H Bechtel	0000001224	939.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021962	03/31/26	P	William H Kershaw	0000002821	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021963	03/31/26	P	William J Morris	0000003236	664.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021964	03/31/26	P	William L Adams	0000009869	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021965	03/31/26	P	William M Moss	0000003241	976.68
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021966	03/31/26	P	William P Redmond	0000003775	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021967	03/31/26	P	William Verderber	0000005625	909.79
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
021968	03/31/26	P	Zachary Hoferitza	0000002548	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
TOTAL					\$236,742.54

Bank: DDP1
Cycle: AEOM

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021969	03/31/26	P	Alan F Kent	0000006393	2,174.79
			<i>Line Description:</i> 1% Supplemental Pay Apr 26		
021970	03/31/26	P	Beckee Cost	0000016309	946.08
			<i>Line Description:</i> 1% Supplemental Pay Apr 26		
021971	03/31/26	P	Chris Morris	0000007439	2,500.00
			<i>Line Description:</i> Monthly LTD Payment-Apr 26		
021972	03/31/26	P	Danny Hogue	0000006802	1,137.03
			<i>Line Description:</i> 1% Supplemental Pay Apr 26		
021973	03/31/26	P	Darlene Bell	0000005602	580.54
			<i>Line Description:</i> 1% Supplemental Pay Apr 26		
021974	03/31/26	P	David A Dye	0000002065	260.90
			<i>Line Description:</i> 1% Supplemental Pay Apr 26		
021975	03/31/26	P	Edward Dryzmala	0000006686	1,377.28
			<i>Line Description:</i> 1% Supplemental Pay Apr 26		
021976	03/31/26	P	Gale Tusso	0000017460	233.08
			<i>Line Description:</i> 1% Supplemental Pay Apr 26		
021977	03/31/26	P	Harlan Pauley	0000003569	232.12
			<i>Line Description:</i> 1% Supplemental Pay Apr 26		
021978	03/31/26	P	James M Miller	0000007440	2,500.00
			<i>Line Description:</i> Monthly LTD Payment Apr 26		

Bank: DDP1

Cycle: AEOM

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
01979	03/31/26	P	Kathleen Zuorski	0000025225	504.52
			<i>Line Description:</i> 1% Supplemental Pay Apr 26		
021980	03/31/26	P	Linda Boylan	0000023340	57.98
			<i>Line Description:</i> 1% Supplemental Pay Apr 26		
021981	03/31/26	P	Matthew J Collett	0000001720	856.58
			<i>Line Description:</i> 1% Supplemental Pay Apr 26		
021982	03/31/26	P	Paul A Cappuccilli	0000007705	1,214.50
			<i>Line Description:</i> 1% Supplemental Pay Apr 26		
021983	03/31/26	P	Phil Dickens	0000005801	511.76
			<i>Line Description:</i> 1% Supplemental Pay Apr 26		
021984	03/31/26	P	Richard J Johnson	0000005620	1,255.66
			<i>Line Description:</i> 1% Supplemental Pay Apr 26		
021985	03/31/26	P	Thomas J Lazar	0000002925	1,703.25
			<i>Line Description:</i> 1% Supplemental Pay Apr 26		
021986	03/31/26	P	William H Bechtel	0000001224	1,622.58
			<i>Line Description:</i> 1% Supplemental Pay Apr 26		
TOTAL					\$19,668.65

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>
022009	04/03/26	P	Arnold Alegado	0000022089	24.00
			<i>Line Description:</i> INternal Affairs		
022010	04/03/26	P	Brian Durbin	0000031712	210.04
			<i>Line Description:</i> Traffic Collision Investigatio Radar Operator		
022011	04/03/26	P	Briana Villanueva	0000031180	24.00
			<i>Line Description:</i> Stanadard Field Sobriety		
022012	04/03/26	P	Celia Quijivix	0000025298	50.46
			<i>Line Description:</i> Real Time Crime Analysis		
022013	04/03/26	P	Christopher Yeager	0000029229	255.00
			<i>Line Description:</i> Tyler Connect Conf-CY		
022014	04/03/26	P	Daniel Inloes	0000023442	255.00
			<i>Line Description:</i> Tyler Connect Conf		
022015	04/03/26	P	Daniel Rubio Robles	0000030794	24.00
			<i>Line Description:</i> Standardized Field Sobriety		
022016	04/03/26	P	Erik Rosado	0000018722	24.00
			<i>Line Description:</i> Field Training Officer Update		
022017	04/03/26	P	Francisco Gutierrez	0000031181	24.00
			<i>Line Description:</i> Sandardized Field SobrietyTest		
022018	04/03/26	P	George Maridakis	0000018528	16.00

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>
			<i>Line Description:</i> Officer Involved Shooting		
022019	04/03/26	P	Hannah Rohr	0000031109	26.83
			<i>Line Description:</i> Real Time Crime Analysis		
022020	04/03/26	P	Isaiah Ashby	0000027738	80.00
			<i>Line Description:</i> Arrest & Control Instructor		
022021	04/03/26	P	Israel Anaya Morales	0000031182	24.00
			<i>Line Description:</i> Standardized Field Sobriety		
022022	04/03/26	P	Jacob Schulze	0000026462	24.00
			<i>Line Description:</i> Internal Affairs		
022023	04/03/26	P	James Hagan	0000026992	210.04
			<i>Line Description:</i> Radar Operator Traffic Collision Investigatio		
022024	04/03/26	P	Jared Barnes	0000014094	40.00
			<i>Line Description:</i> Management Seminar A		
022025	04/03/26	P	Jonathon Jennings	0000029946	255.00
			<i>Line Description:</i> Tyler Connect Conf-JJ		
022026	04/03/26	P	Scott Baker	0000029458	136.89
			<i>Line Description:</i> Training Coordinator Course Training Managers Course		
022027	04/03/26	P	Shaun Munoz	0000030814	388.00

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>
			<i>Line Description:</i> Field Training Officer		
022028	04/03/26	P	Slawek Luczkiewicz	0000021389	24.00
			<i>Line Description:</i> Field Training Prog SAC Course		
022029	04/03/26	P	Steve Savage	0000010532	5,338.83
			<i>Line Description:</i> Adv Disability Mar 2026		
022030	04/03/26	P	Troy Hickman	0000024404	24.00
			<i>Line Description:</i> Field Training Officer Update		
TOTAL					\$7,478.09



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-242

Meeting Date: 4/21/2026

TITLE:

MINUTES

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK'S DIVISION

RECOMMENDATION:

City Council approve the Minutes of the Regular Meeting on March 17, 2026.



REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY MARCH 17, 2026 – MINUTES

CALL TO ORDER – The Closed Session meeting was called to order by Mayor Stephens at 4:00 p.m.

ROLL CALL

Present: Council Member Buley, Council Member Gameros (arrived at 4:08 p.m.), Council Member Marr (arrived at 4:07 p.m.), Council Member Pettis, Council Member Reynolds (arrived at 4:08 p.m.), Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: None.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

- 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATION OF LITIGATION - TWO CASES**
Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.
- 2. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION – ONE CASE**
Pursuant to California Government Code Section 54956.9 (d)(4), Potential Litigation.

City Council recessed at 4:02 p.m. for Closed Session.

Closed Session adjourned at 4:50 p.m.

CALL TO ORDER - The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:00 p.m.

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE – A video was played of the National Anthem and the Mayor led the Pledge of Allegiance.

MOMENT OF SOLEMN EXPRESSION – Led by Pastor Matthew Hambrick, Costa Mesa First United Methodist Church.

ROLL CALL

Present: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT – No reportable action.

PRESENTATIONS:

Mayor Stephens presented a proclamation to Linda Sadeghi and Jennifer Friend in recognition of 2026 Womens History Month.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Jay Humphrey, Costa Mesa, requested an update on the Ethics Policy, spoke on improving public outreach at meetings, spoke on the required RHNA numbers, and spoke on park space.

Brooke Grey, Costa Mesa, requested the money donated to Someone Cares Soup Kitchen be returned.

Cynthia McDonald, Costa Mesa, spoke on the amount of items placed on the agenda, spoke in support of an Ethics Policy, requested the investigators report pertaining to Harrison v. Costa Mesa, spoke on the photographs used at public outreach events, and that surveys exclude City Council Members and Planning Commissioners.

Speaker, Costa Mesa, requested the money donated to Someone Cares Soup Kitchen be returned.

Juana Trejo, spoke on the dumping of trash in the alley and cars blocking passage through the alley.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Buley spoke on the length of the agenda and spoke on attendance at the March 10th FiPAC meeting.

Council Member Gameros spoke on the heat wave, preventing heat stroke, and a cooling center at the Senior Center.

Council Member Marr spoke on the contract with Immigrant Defenders Law Center, spoke on the chiller and HVAC upgrades, spoke on the State and dealing with wildfire threats, and asked the Public Works staff to inquire with the County on treating of the waterways.

Council Member Reynolds spoke on the amount of items on the agenda and requested a 2-3 month outlook, and spoke on new material being presented at the Council meeting.

Council Member Pettis spoke on the heat wave and preventing heat stroke and spoke on the importance of public engagement.

Mayor Pro Tem Chavez spoke in response to Juana Trejo's comments and requested to adjourn the meeting in memory of Huy Pham.

Mayor Stephens complimented the City Snapshot and spoke on adjourning the meeting in memory of Beau Moore, Julian Enrique Hernandez, Marcia LaPierre, and Huy Pham.

REPORT – CITY MANAGER – NONE.

REPORT – CITY ATTORNEY – NONE.

CONSENT CALENDAR

MOVED/SECOND: Mayor Stephens/Council Member Reynolds

MOTION: Approve the Consent Calendar except for item no. 4.

The motion carried by the following roll call vote:

Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: Council Member Gameros recused himself on item 3 the Warrant Resolution due to his wife working for Priceless Pet Rescue.

Motion carried: 7-0

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

ACTION:

City Council, Agency Board, and Housing Authority approved the reading by title only and waived full reading of Ordinances and Resolutions.

2. READING FOLDER

ACTION:

City Council received and filed Claims received by the City Clerk and authorized staff to reject any and all Claims: Jake Blackman (JBA Motors), Bryan Devora, Pierre Raymon Holt, Andrew Solarte, Eric Valles.

3. ADOPTION OF WARRANT RESOLUTION

ACTION:

City Council approved Warrant Resolution No. 2750.

5. 2025 GENERAL PLAN ANNUAL PROGRESS REPORT

ACTION:

City Council received and filed the 2025 Annual Progress Report (APR) and authorized staff to submit the annual report to the State Department of Housing and Community Development (HCD) and the Governor’s Office of Land Use and Climate Innovation (LCI), formerly known as the Office of Planning and Research (OPR).

6. BRISTOL STREET TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

ACTION:

1. City Council approved the Cooperative Agreement between the cities of Costa Mesa, Santa Ana, and Newport Beach for the Bristol Street Traffic Signal Synchronization Project.
2. Authorized the City Manager and the City Clerk to execute the Cooperative Agreement and any future amendments to the agreement.

7. AMENDMENT TO INCREASE FUNDING TO THE CITY SIDEWALK AND GUTTER FLOW GRINDING SERVICES AGREEMENT

ACTION:

1. City Council authorized the City Attorney to prepare the Second Amendment to the Maintenance Services Agreement (MSA) for citywide sidewalk grinding and gutter flow grinding with BPR, Incorporated, increasing compensation by \$150,000 for an annual not to exceed amount of \$300,000.
2. Authorized a ten percent (10%) contingency annually for emergency response, special events and other unforeseen costs; and approval for Consumer Price Index (CPI) escalation and de-escalation.
3. Authorized the City Manager and the City Clerk to execute the agreement and future amendments to this agreement within Council authorized limits.

8. RESOLUTION AUTHORIZING STREET CLOSURES FOR THE 2026 ORANGE COUNTY MARATHON RUNNING FESTIVAL

ACTION:

City Council adopted Resolution No. 2026-09, designating event routes for the 2026 Orange County (OC) Marathon Running Festival and approving the temporary street closures for May 2, 2026, and May 3, 2026, as requested for the 2026 OC Marathon Running Festival.

9. RESOLUTION 2026-10 APPROVING THE 2025-2026 STATEMENT OF INVESTMENT POLICY FOR THE CITY, AND DESIGNATING THE CITY TREASURER TO INVEST AND REINVEST IDLE MONIES OF THE CITY OF COSTA MESA IN ACCORDANCE WITH THE 2025-2026 STATEMENT OF INVESTMENT POLICY

ACTION:

City Council adopted Resolution 2026-10 approving the 2025-26 Costa Mesa Investment Policy and delegating the investment activities to the City Treasurer.

ITEMS PULLED FROM THE CONSENT CALENDAR

4. MINUTES

Council Member Reynolds clarified the motion on the 2026 Legislative Update to include sending a letter to the transportation committees in Sacramento regarding the success of lowering speed limits in the city.

Public Comments: None.

MOVED/SECOND: Mayor Stephens/Council Member Marr

MOTION: Approve the March 3, 2026 minutes with the clarification as noted by Council Member Reynolds.

The motion carried by the following roll call vote:

Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

City Council approved the minutes of the regular meeting of March 3, 2026 with the clarification regarding the 2026 Legislative Update to include sending a letter to the transportation committees in Sacramento regarding the success of lowering speed limits in the city.

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

Council Member Marr requested to consider New Business Item No. 2 out of order after the Consent Calendar.

NEW BUSINESS:

2. CITY OF COSTA MESA, COSTA MESA FINANCE AUTHORITY, AND COSTA MESA HOUSING AUTHORITY AUDITED FINANCIAL STATEMENTS, AND HOUSING SUCCESSOR ANNUAL REPORT FOR THE PERIOD ENDING JUNE 30, 2025

Presentation by Ms. Acosta-Reyes, Finance Manager and Daphne Munoz, consultant with CliftonLarsonAllen LLP.

Public Comments: None.

MOVED/SECOND: Council Member Marr/Council Member Pettis

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council received and filed the following reports for the fiscal year ended June 30, 2025:
 - a. Annual Comprehensive Financial Report (ACFR).
 - b. Air Quality Improvement Fund Compliance Report.
 - c. Audit Communication Letter.
 - d. Independent Accountant's Report on Agreed-Upon Procedures Applied to Appropriation Limit Worksheets.
2. City Council and Costa Mesa Financing Authority received and filed the Costa Mesa Financing Authority audited financial statements for the fiscal year ended June 30, 2025.
3. City Council and Housing Authority received and filed the following reports for the fiscal year ended June 30, 2025:
 - a. Independent Financial Audit of the Costa Mesa Housing Authority, including the Low and Moderate-Income Housing Asset Fund; and
 - b. The Fiscal Year 2024-25 Housing Successor Annual Report prepared under the California Health and Safety Code section 34176.1 as the housing successor and section 34328 as a housing authority.

PUBLIC HEARINGS:

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

- 1. CONTINUATION REQUEST OF AN INTRODUCTION AND FIRST READING BY TITLE ONLY OF AN ORDINANCE AMENDING CHAPTER III OF TITLE 15 OF THE COSTA MESA MUNICIPAL CODE RELATING TO DRAINAGE AND ADOPTION OF DEVELOPMENT IMPACT FEES FOR STORM DRAINAGE AND ADOPTION OF A CAPITAL IMPROVEMENT PLAN AS PART OF THE NEXUS STUDY AND COMPLETION OF THE STORM DRAIN SYSTEM MASTER PLAN (SDSMP) UPDATE**

Public Comments: None.

MOVED/SECOND: Mayor Stephens/Council Member Marr

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

City Council opened the public hearing and continued the item to the April 7, 2026, City Council meeting.

Council Member Marr requested to consider New Business Item No. 1 out of order after Public Hearing Item No. 2.

- 2. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA REPEALING, REPLACING AND AMENDING TITLE 9 (LICENSES AND BUSINESS REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE, CHAPTER II (REGULATION OF CERTAIN BUSINESSES), ARTICLE 24 (JUST CAUSE RESIDENTIAL TENANT PROTECTIONS)**

Presentation by Mr. Robbins, Neighborhood Improvement Manager.

Public Comments:

Victor Cao, Senior Vice President of the California Apartment Association, spoke in opposition of the ordinance, and spoke on privacy concerns pertaining to the tenant's information.

Christian Lopez, Resilience Orange County, spoke in support of tracking all evictions, including At Fault evictions.

Jeff Butcher, Costa Mesa, spoke in opposition to the ordinance.

Speaker, spoke in support of the ordinance.

Nick Gould, Costa Mesa, spoke in opposition to the ordinance.

Roberto Herrera, Resilience Orange County, spoke in support of the ordinance.

Speaker, spoke in opposition of the ordinance.

Brooke Grey, Costa Mesa, spoke in support of the ordinance.

Speaker, Costa Mesa, spoke in opposition to the ordinance.

David Cordero, Apartment Association of Orange County, spoke in opposition to the ordinance.

Chip Ahlswede, Apartment Association of Orange County, spoke on the timeline of the eviction process, that the data is available through other agencies, and spoke in opposition to the ordinance.

Speaker, spoke in support of the ordinance.

Speaker, spoke in opposition of the ordinance.

Speaker, spoke in opposition of the ordinance.

Speaker, spoke in opposition of the ordinance.

Speaker, Costa Mesa, spoke in support of the ordinance.

Steve Smith, spoke in opposition of the ordinance.

Juano Trejo, spoke in support of the ordinance.

Speaker, spoke in support of the ordinance.

Jose Toscano, spoke in opposition of the ordinance.

Speaker, spoke in support of the ordinance.

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Chavez

MOTION: Receive and File the report.

SUBSTITUTE MOTION/SECOND: Mayor Pro Tem Chavez/Mayor Stephens

SUBSTITUTE MOTION: Gather the public information available from the Courts while still protecting resident's information, and do not amend the ordinance.

The motion failed by the following roll call vote:

Ayes: Council Member Gameros, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: Council Member Buley, Council Member Marr, Council Member Pettis, and Council Member Reynolds.

Absent: None.
Abstain: None.
Motion failed: 3-4

ORIGINAL MOTION/SECOND: Mayor Stephens/ Mayor Pro Tem Chavez

ORIGINAL MOTION: Receive and File the report.

The motion carried by the following roll call vote:

Ayes: Council Member Buley, Council Member Gameros, Council Member Pettis, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: Council Member Marr and Council Member Reynolds.

Absent: None.

Abstain: None.

Motion carried: 5-2

ACTION:

City Council received and filed the report.

NEW BUSINESS:

1. **REQUEST FOR CITY COUNCIL DIRECTION REGARDING THE POTENTIAL IMPLEMENTATION OF A CITYWIDE RENTAL REGISTRY PROGRAM AND ESTABLISHMENT OF A NETWORK FOR RENTERS' SOLUTIONS**

Presentation by Mr. Robbins, Neighborhood Improvement Manager.

Public Comments:

Victor Cao, California Apartment Association, spoke on rent control, fiscal considerations, and spoke in opposition to the item.

Speaker, spoke on fiscal considerations, and to focus on policies to bring more development, and spoke in opposition to the item.

Jeff Butcher, Costa Mesa, spoke in opposition to the item.

Christian Lopez, spoke in support of a rental registry.

Speaker, spoke in opposition to the item and spoke on rent control.

Speaker, student at Estancia High School, spoke in support of a rental registry.

Speaker, spoke in opposition of the item.

Speaker, spoke in support of a rental registry.

Benjamin Kelly, Manufactured Housing Educational Trust, spoke in opposition of the item.

Speaker, spoke in support of a rental registry.

Chip Ahlswede, Apartment Association of Orange County, spoke on a City of Santa Ana lawsuit, that the data is available through other agencies, and spoke in opposition to the item.

Speaker, spoke in support of a rental registry.

Speaker, spoke in opposition to the item.

Brooke Grey, Costa Mesa, spoke in support of a rental registry.

David Cordero, Apartment Association of Orange County, spoke on privacy concerns pertaining to the tenants information, and spoke in opposition to the item.

Speaker, spoke on Palo Alto's program and spoke in support of a rental registry.

Speaker, spoke in opposition to the item.

Speaker, spoke in support of a rental registry.

Angely Andrade Vallarta, spoke in support of a rental registry.

Speaker, spoke on fiscal considerations, and in opposition to the item.

Casey, spoke in support of a rental registry.

Speaker, spoke in support of a rental registry.

MOVED/SECOND: Mayor Stephens/Council Member Buley

MOTION: Receive and File the report.

SUBSTITUTE MOTION/SECOND: Council Member Marr/Council Member Reynolds

SUBSTITUTE MOTION: Direct staff to bring back financial and staffing information on establishing a Network for Renters' Solutions.

The motion carried by the following roll call vote:

Ayes: Council Member Gameros, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: Council Member Buley and Council Member Pettis.

Absent: None.

Abstain: None.

Motion carried: 5-2

ACTION:

City Council provided direction to staff to bring forth information on establishing a Network for Renters' Solutions.

City Council recessed into a break at 10:37 p.m.

City Council reconvened at 10:48 p.m.

PUBLIC HEARINGS:

3. ADOPTION OF A RESOLUTION TO AMEND THE SIXTH CYCLE HOUSING ELEMENT (2021-2026) OF THE CITY OF COSTA MESA'S GENERAL PLAN (PCTY-26-0001) IN CONJUNCTION WITH THE HOUSING ELEMENT SITES REZONING (PCTY-25-0008 AND PSPA-26-0001) AND FINDING THE PROJECT EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Presentation by Ms. Halligan, Senior Planner.

Public Comments:

Justin McCusker, CJ Segerstrom and Sons, shared gratitude for the strong partnership with the City.

Jennifer Lynch, representing Anduril Industries Inc., requested to remove the Anduril Industries property located at 3333 Susan St. from the inventory list.

Cynthia McDonald, Costa Mesa, requested to delay the public hearing and requested additional notification.

Kathy Esfahani, Costa Mesa Affordable Housing Coalition, spoke on the need for housing and spoke in support of including 3333 Susan St. on the inventory list.

Patty Turrell, representing the Costa Mesa Women's Club, requested the club house be removed from the inventory list.

MOVED/SECOND: Mayor Pro Tem Chavez/Mayor Stephens

MOTION: Approve staff recommendation.

The Public Hearing was reopened.

Jennifer Lynch, representing Anduril Industries, Inc. repeated the request to remove the Anduril Industries property located at 3333 Susan St. from the Inventory list, and that neither Anduril Industries nor the property owner received timely notification.

Speaker, representing CJ Segerstrom and Sons, spoke on the unintended consequences of a recent court ruling.

MOVED/SECOND: Mayor Pro Tem Chavez/Mayor Stephens

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.
Motion carried: 7-0

ACTION:

City Council adopted Resolution No. 2026-11 to adopt the amendments to the Housing Element of the City's General Plan to add two Housing Element Opportunity Sites and remove 17 Housing Element Opportunity Sites from Appendix B; and determining the amendments are exempt from review under the California Environmental Quality Act.

4. A ZONING CODE AMENDMENT TO REZONE SIXTH CYCLE (2021-2029) HOUSING ELEMENT SITES AND IMPLEMENT HOUSING ELEMENT PROGRAMS TO COMPLY WITH STATE LAW, A CONFORMING CODE AMENDMENT TO TITLE 9 OF THE MUNICIPAL CODE, A RESOLUTION TO AMEND THE NORTH COSTA MESA SPECIFIC PLAN FOR CONSISTENCY WITH THE HOUSING ELEMENT SITES REZONING, AND DISCUSSION OF A RESOLUTION FOR THE FUTURE CONSIDERATION OF ADOPTION OF FEES ASSOCIATED WITH NEW PROCESSES - PCTY-25-0008 AND PSPA-26-0001

Presentation by Ms. Halligan, Senior Planner.

Public Comments:

David Martinez, Costa Mesa, spoke on development of housing and walkability, removing the minimum parking requirements, spoke on AB 2097, supports reducing setbacks to 5 ft., allowing open space in front of buildings, and supports recommendations on open space standards.

Jennifer Lynch, representing Anduril Industries, Inc., requested the property at 3333 Susan St. be removed as soon as possible from the inventory list.

MOVED/SECOND: Council Member Gameros/Mayor Stephens

MOTION: Continue the meeting past midnight.

The motion carried by the following roll call vote:

Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

Cynthia McDonald, Costa Mesa, spoke on transparency, the Brown Act, and removing the property located at 3333 Susan St. from the inventory list.

Richard Huffman, Costa Mesa, spoke on the additional properties that requested to be removed from the opportunity sites and spoke on traffic and parks requirements.

MOVED/SECOND: Council Member Reynolds/Mayor Pro Tem Chavez

MOTION: Approve staff recommendation with the following amendments:

- Modified the open space standards to allow some usable common residential open space to be substituted by publicly accessible open space and for some private open space to be substituted by usable common residential and/or publicly accessible open space.
- Modified to remove minimum residential parking requirements.
- Along with the additions from the supplemental memo (dated 3/17/2026) insert the exception language and adopt the revised zoning maps and maps for the North Costa Mesa Specific Plan.

The motion carried by the following roll call vote:

Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council found that the following actions are statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.085(a) (Senate Bill 131) and CEQA Guidelines Section 15061(b)(3); and
2. City Council gave first reading to Ordinance No. 2026-03 to amend Title 13 of the Costa Mesa Municipal Code (Planning, Zoning, and Development) to rezone Sixth Cycle (2021-2029) Housing Element sites and implement specific Housing Element programs, and find that the project is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.085(a) (Senate Bill 131) (Attachment 1); and
3. City Council gave first reading to Ordinance No. 2026-04 to amend Title 9 of the Costa Mesa Municipal Code (Licenses and Business Regulations) Article 23 for consistency with amendments to Chapter XVI of Title 13 (Planning, Zoning, and Development); and
4. City Council adopted Resolution No. 2026-12 to amend the North Costa Mesa Specific Plan for consistency with the application of the Mixed-Use Overlay District on Housing Element sites and found that the project is statutorily exempt from the provisions of CEQA pursuant to Public Resources Code Section 21080.085(a) (SB 131); and
 - Modified the open space standards to allow some usable common residential open space to be substituted by publicly accessible open space and for some private open space to be substituted by usable common residential and/or publicly accessible open space.
 - Modified to remove the minimum residential parking requirements.

- Along with the additions from the supplemental memo (dated 3/17/2026) insert the exception language and adopt the revised zoning maps and maps for the North Costa Mesa Specific Plan.

MOVED/SECOND: Council Member Marr/Mayor Stephens

MOTION: Directed staff to bring back the resolution establishing fees for new development review processes for housing projects at the April 7, 2026 meeting.

The motion carried by the following roll call vote:

Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

The City Council reviewed and provided input on draft Resolution No. 2026-13, which establishes fees for new development review processes for housing projects, and will consider the resolution for adoption on April 7, 2026.

OLD BUSINESS: NONE.

NEW BUSINESS:

4. **APPROVE A TOTAL FUNDING COMMITMENT OF \$1,500,000 OF HOME INVESTMENT PARTNERSHIP FUNDS TO JAMBOREE HOUSING CORPORATION FOR THE DEVELOPMENT OF THE COSTA MESA SENIOR PROJECT AND TO AMERICAN FAMILY HOUSING FOR AVON RIVER APARTMENTS LOCATED AT 1400 BRISTOL AVENUE IN COSTA MESA**

Presentation by Ms. Tai, Economic and Development Services Director.

Public Comments:

Jeff Butcher, spoke in support of the item.

Marc Vukceovich spoke in support of the item.

Kathy Esfahani spoke in support of the item.

Andi Lau, American Family Housing, spoke in support of the item.

MOVED/SECOND: Mayor Pro Tem Chavez

MOTION: Approve staff recommendation.

Motion dies for lack of a second.

MOTION/SECOND: Council Member Marr/Mayor Stephens

MOTION: Allocate \$1.15 million to Jamboree Housing Corporation and allocate \$350,000 to American Family Housing and set the interest rate for both loans at 3%.

The motion carried by the following roll call vote:

Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. Approved the allocation of \$1.15 million to Jamboree Housing Corporation for the development of the Costa Mesa Senior project from HOME Investment Partnerships Program funds (HOME) contingent upon the completion of a National Environmental Protection Act (NEPA) environmental review and HOME Subsidy Layering Review.
2. Approved the allocation of \$350,000 to American Family Housing towards the construction of the Avon River Apartments, contingent upon the completion of a NEPA environmental review and HOME Subsidy Layering Review.
3. Authorized the City Manager to execute funding commitment letters with Jamboree Housing Corporation and American Family Housing in affordable housing funds for development of the above-mentioned projects.
4. Authorized revenue and expense appropriations, respectively, each in the amounts above-mentioned projects.
5. Set the interest rate for both loans at 3%.

5. JAMBOREE HOUSING CORPORATION'S REQUEST FOR ADDITIONAL FUNDS FOR THE DEVELOPMENT OF THE COSTA MESA SENIOR PROJECT

Presentation by Ms. Jakher, Assistant to the City Manager.

Public Comments:

Elizabeth Hansburg, Housing and Policy Advocate, spoke in support of the item.

Cynthia McDonald requested the item be postponed.

Kathy Esfahani spoke in support of the item.

MOVED/SECOND: Council Member Marr/Mayor Pro Tem Chavez

MOTION: Allocate \$2.1 million to Jamboree, funding only from the City's Housing Trust Fund, require that Jamboree give Costa Mesa residents preference to the non-voucher

units, the loan term is 55 years at 3% interest, Jamboree to make best efforts to obtain additional funding from other sources before closing, and any additional funding sources will supplant Costa Mesa's funding prior to closing.

The motion carried by the following roll call vote:

Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. The City Council approved allocating \$2.1 million from the City's Housing Trust Fund to Jamboree Housing Corporation for the development of the Costa Mesa Senior Project.
2. The Council approved requiring Jamboree to provide Costa Mesa residents with preference for the non-voucher units.
3. The Council approved a loan term of 55 years at 3% interest.
4. The Council approved requiring Jamboree to make best efforts to secure additional funding from other sources before closing. Any additional funding obtained will replace Costa Mesa's contribution prior to closing.
5. Authorized the City Manager to execute a funding commitment letter with Jamboree Housing Corporation for the amount approved by the City Council for the Costa Mesa Senior Project.
6. Authorized the necessary revenue and expenditure appropriations, and allocation of the funds approved by the City Council for the Costa Mesa Senior Project.

ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS - NONE.

ADJOURNMENT – Mayor Stephens adjourned the meeting at 12:55 a.m.

Minutes adopted on this 21st day of April, 2026.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 26-225

Meeting Date: 4/21/2026

TITLE:

ACCEPTANCE OF THE CITY HALL BASEMENT I.T. OFFICES AND TRAINING ROOM REMODEL PROJECT, CITY PROJECT NO. 24-11

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING 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. Accept the work performed by American Construction Company, LLC, dba ACC, 1130 North Kraemer Boulevard, No. 1, Anaheim, California 92806, for the City Hall Basement Information Technology (I.T.) Offices and Training Room Remodel Project, City Project No. 24-11, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the Labor and Material Bond seven (7) months after the filing date and release the Faithful Performance Bond at the conclusion of the one-year warranty period. The retention has been released per Public Contract Code section 7107(c).

BACKGROUND:

On February 18, 2025, the City Council awarded a Public Works Agreement (PWA) in the amount of \$490,000 to American Construction Company, LLC, dba ACC for the construction of the City Hall Basement I.T. Offices and Training Room Remodel Project, City Project No. 24-11.

There is an ongoing need for a dedicated, reliable facility to provide training and education for City staff across all departments. Previously, training classes were accommodated in the Council Chambers, individual conference rooms, personal offices, offsite facilities, or through online platforms. All of these options were often limited and did not consistently support the City's continuing requirements for legally mandated, time-sensitive, operational training, and instances where training in group setting is more practical and cost-effective. In order to address the need for a dedicated training space, the City Hall basement storage areas were transformed into a permanent, purpose-built training facility available to all City staff.

In addition, the project also included the construction of three (3) adjacent offices for the I.T. Department to accommodate staffing growth identified and authorized in the City's 5-Year Information Technology Strategic Plan.

The scope of work consisted of demolition and remodeling of the City Hall basement storage areas to construct the new training room and offices. Construction included new walls and partitions; mechanical heating, ventilation, and air conditioning (HVAC); electrical; lighting; low-voltage and data; fire alarms; painting; and flooring & carpeting improvements, along with installation of an advanced audio-visual (AV) system to support classroom-style training. Computer network equipment and cabling, office and classroom furniture, and related finishes and fixtures were provided and installed in accordance with the project plans and specifications.

Construction is now complete, and the project is ready to be accepted by the City Council.

ANALYSIS:

The work required by the contract documents was completed to the satisfaction of the Deputy Public Works Director and the City Engineer on January 22, 2026. The final contract cost amounted to \$482,719.25. A report of the final costs is included as Attachment 1.

A summary of the costs is as follows:

Initial Contract Cost:	\$ 490,000.00
Final Quantity Adjustments:	(\$ 7,280.75)
Final Contract Cost:	\$ 482,719.25

The final contract cost reflects a 1.50% decrease to the original contract as a result of final payment and quantity adjustments.

As of this date, there are no Stop Notices filed against the monies due to American Construction Company, LLC.

Therefore, staff recommends that the City Council accept this project as complete and authorize the City Clerk to file the Notice of Completion.



BEFORE



AFTER

ALTERNATIVES:

This item is administrative in nature.

FISCAL REVIEW:

The project was funded by the Capital Improvement Fund (Fund 401). The remaining project balance, including contingency, will be returned to fund balance after the purchase order is closed.

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:

1. Accept the work performed by American Construction Company, LLC, dba ACC, 1130 North Kraemer Boulevard, No. 1, Anaheim, California 92806, for the City Hall Basement I.T. Offices and Training Room Remodel Project, City Project No. 24-11, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the Labor and Material Bond seven (7) months after the filing date and release the Faithful Performance Bond at the conclusion of the one-year warranty period. The retention has been released per Public Contract Code section 7107(c).



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 26-231

Meeting Date: 4/21/2026

TITLE:

APPROPRIATION OF FUNDS FOR THE REHABILITATION OF RENTAL UNITS AT THE JAMES/18TH STREET APARTMENTS

DEPARTMENT: CITY MANAGER

PRESENTED BY: NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER

CONTACT INFORMATION: NATE ROBBINS, 714-754-5274

RECOMMENDATION:

Appropriate and transfer \$200,000 from the Housing Trust Fund (Fund 226) to the Costa Mesa Housing Authority James/18th Street Property Fund (Fund 223) to rehabilitate four (4) rental housing units at the James/18th Street apartments.

BACKGROUND:

On April 2, 2024, the City Council provided direction for the creation of the Housing Trust Fund to be used for the development of affordable housing. The FY 2024-25 Adopted Budget included a transfer of approximately \$2.47 million from American Rescue Plan Act (ARPA) funds into the Housing Trust Fund and the transfer was completed before the deadline of December 31, 2024. Staff is recommending a reallocation of the ARPA dollars in the Housing Trust Fund to the Costa Mesa Housing Authority James/18th Street Property Fund to rehabilitate vacant rental housing units located at the James/18th Street apartments in Costa Mesa.

ANALYSIS:

Housing Trust Fund

The Housing Trust Fund was created to address housing affordability within the City of Costa Mesa and has a current fund balance of approximately \$2.35 million, of which \$2.1 million has been pledged to support the Jamboree Senior Center Housing project. Staff is requesting an appropriation and transfer of \$200,000 from the Housing Trust Fund to the Costa Mesa Housing Authority James/18th St Property Fund for the rehabilitation of low-income rental units at the James/18th Street apartments.

James/ 18th Street Apartments

The James/18th Street apartments are a combined 30 rental units located within eight (8) separate buildings that are owned and operated by the City of Costa Mesa Housing Authority (CMHA). All 30 rental units are deed-restricted affordable units and must therefore be leased to low-income households at an affordable rent. The CMHA acquired the properties in FY 2015-16 and has since

managed the units as affordable rental housing. Currently, four (4) of the units are vacant and need renovations before they can be leased. The proposed scope of work is estimated at \$34,000 to \$37,000 per unit and includes the following improvements: kitchen countertops and sinks, all-new doors throughout, new stove and hood, fresh paint throughout, new bathtubs, and electrical upgrades. The \$200,000 will be utilized to complete the rehabilitation of the remaining four (4) units, which will then be leased to low-income households.

In 2025, the City received approximately \$177,000 in rental revenue from the James/18th Street apartments. Historically, these funds have been used to make minor repairs to the existing units, as well as to develop new affordable housing units. Vacancies reduce revenue, hindering the City's ability to maintain existing units and develop additional affordable units.

ALTERNATIVES:

The City Council can choose to deny staff's recommendation, which will delay the much needed improvements in order to lease the units, resulting in affordable rental units remaining vacant.

FISCAL REVIEW:

Funding for the budget reallocation to rehabilitate the CMHA James/18th St property in the amount of \$200,000 is available in the Housing Trust Fund (Fund 226), which has a current available fund balance of approximately \$250,000.

LEGAL REVIEW:

The City Attorney has reviewed this report and approves it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

Diversify, stabilize and increase housing to reflect community needs.

CONCLUSION:

Appropriate and transfer \$200,000 from the Housing Trust Fund (Fund 226) to the Costa Mesa Housing Authority James/18th Street Property Fund (Fund 223) to rehabilitate the James/18th Street apartments.



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 26-218

Meeting Date: 4/21/2026

TITLE:

TWO YEAR EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT WITH WITTMAN ENTERPRISES, LLC FOR AMBULANCE BILLING AND COST RECOVERY SERVICES RFP 18-03

DEPARTMENT: COSTA MESA FIRE & RESCUE DEPARTMENT

PRESENTED BY: JASON PYLE, INTERIM FIRE CHIEF

CONTACT INFORMATION: JASON PYLE, INTERIM FIRE CHIEF (714) 754-5155

RECOMMENDATION:

Staff recommends the City Council:

1. Approve Amendment Number Three to extend the term of the Professional Services Agreement for Ambulance Billing and Cost Recovery Services between Wittman Enterprises, LLC and the City of Costa Mesa for two (2) additional years to July 31, 2028, and to increase the per call cost by \$1.00 from \$23.00 to \$24.00. (Attachment 1).
2. Authorize the City Manager and the City Clerk to execute the Amendment Number Three to Professional Services Agreement and future amendments to the agreement within the City Council's authorized limits.

BACKGROUND:

On August 7, 2018, City Council approved the Professional Services Agreement for Ambulance Billing and Cost Recovery Services between Wittman Enterprises, LLC and the City of Costa Mesa. (Attachment 2). This proposed third amendment would be the last extension authorized under the Agreement.

From the commencement of the Agreement until the present time, Wittman has met and fulfilled all contractual obligations and requirements. Based on its performance over the past six years, Wittman has maintained a well-managed organization staffed by professional personnel who are extremely knowledgeable and competent in the field of cost recovery.

ANALYSIS:

The City extended the Agreement in July of 2023 for one year (Amendment 1 - Attachment 3) to July 31, 2024, to allow for emergency ambulance billing services to continue. Section 4.2 of the Agreement allows the City to terminate the Agreement at any time with written notice to Wittman if it is later determined that services will not be needed for the entire time period of the extension. The City extended the Agreement in July of 2024 for a period of two years through July 31, 2026 (Attachment 5) to allow for emergency ambulance billing services to continue. Section 4.2 of the

Agreement allows the City to terminate the Agreement at any time with written notice to Wittman if it is later determined that services will not be needed for the entire time period of the extension.

The proposed Amendment Number Three utilizes the fourth and fifth of the five one-year extensions of the Agreement and extends the term of the Agreement to July 31, 2028, per Section 4.0.

1. **Cost** - Wittman's best price option. Wittman continues to provide the cost option for either "Price Per Call" or "Percent of Net." Based on our current and future call volume and collection rates, the better of the two formulas is "Price Per Call" and it is advantageous for the City.

a. Amendment No. Three increases the price per call option from \$23.00 to \$24.00.

The original Terms and Conditions of the Agreement, "Sections 2.0 Compensation and Billing," remain unchanged except for the \$1.00 increase to the "Price per Call" cost.

2. **Interagency Operations** - Wittman is the current Ambulance Billing Service Provider for the City of Newport Beach Fire Department and the City of Huntington Beach Fire Department. The majority of our mutual aid requests are from the cities of Newport Beach and Huntington Beach. As all three Fire Departments operate their own Ambulance Service, there is greater efficiency in having the same billing agent process all mutual aid ambulance billing requests.

ALTERNATIVES:

Since Wittman's services have satisfied and exceeded the obligations, requirements, and expectations of the original Agreement, no other alternatives were considered.

FISCAL REVIEW:

The increase of \$1.00 in the "Price Per Call" option from \$23.00 to \$24.00 is estimated to have an \$8,000 annual impact. Due to increased efficiencies in data acquisition and field personnel experience in program input, the total annual estimated cost of \$192,000 will be lower than the not-to-exceed amount of \$240,000.00." The increased cost is fully offset by revenues from paramedic fees collected in the General Fund (Fund 101).

LEGAL REVIEW:

The City Attorney's office has reviewed this report and Amendment Number Three and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

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

CONCLUSION:

Staff recommends the City Council approve Amendment Number Three to the Professional Services Agreement for Ambulance Billing and Cost Recovery Services between Wittman Enterprises, LLC and the City of Costa Mesa and to authorize the City Manager to execute the Amendment. The annual cost of services shall not exceed \$240,000.00.

**AMENDMENT NUMBER THREE
TO PROFESSIONAL SERVICES AGREEMENT
WITH
WITTMAN ENTERPRISES LLC**

This Amendment Number Three (“Amendment”) is made and entered into this 21st day of April 2026, (“Effective Date”) by and between the CITY OF COSTA MESA, a municipal corporation (“City”) and WITTMAN ENTERPRISES, LLC, a California limited liability company (“Consultant”)

RECITALS

WHEREAS, City and Consultant entered into an agreement on August 1, 2018, for Consultant to provide Ambulance Billing Services (the “Agreement”); and

WHEREAS, Section 4.1 of the Agreement provides for a term of five (5) years, with the option to extend the Agreement for five (5) additional one (1) year periods; and

WHEREAS, City and Consultant entered into Amendment Number One to the Agreement on July 18, 2023, to extend the term for one (1) year, through July 31, 2024; and

WHEREAS, City and Consultant entered into Amendment Number Two to the Agreement on July 18, 2024, to extend the term for two (2) years, through July 31, 2026; and

WHEREAS, City and Consultant desire to extend the term of the Agreement for two (2) additional one (1) year extensions; and

WHEREAS, City and Consultant also desire to amend the fee schedule for the term of this two-year extension

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AMENDMENT

1. The term of the Agreement shall be extended through July 31, 2028.
2. The price “Price Per Call” option will increase from \$23.00 to \$24.00 per call (ePCR Ticket).
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

ATTACHMENT 1

- 5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 6. Except as amended by this Amendment to the Agreement, each and every term, covenant and condition thereof shall remain in full force and effect.

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

CONSULTANT

Signature

Date: _____

Corinne Wittman-Wong, CEO

CITY OF COSTA MESA

Cecilia Gallardo-Daly
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Tim Vasin, Acting Assistant Chief
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Jason Pyle
Interim Fire Chief

Date: _____

APPROVED AS TO PURCHASING:

Date: _____

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT WITH
WITTMAN ENTERPRISES, LLC**

This Amendment Number One ("Amendment") is made and entered into this 18th day of July 2023 ("Effective Date") by and between the CITY OF COSTA MESA, a municipal corporation ("City") and WITTMAN ENTERPRISES, LLC, a California limited liability company ("Consultant").

WHEREAS, City and Consultant entered into an agreement on August 1, 2018 for Consultant to provide Ambulance Billing Services (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of five (5) years, with the option to extend the Agreement for five (5) additional one (1) year periods; and

WHEREAS, City and Consultant desire to extend the term for one (1) year, through July 31, 2024.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the Agreement shall be extended through July 31, 2024.
2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
3. All other terms, conditions and provisions of the Agreement shall remain in full force and effect.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

CONSULTANT

Corinne Wittman-Wong
Signature

Date: 7/25/23

Corinne Wittman-Wong, CEO
Name and Title

CITY OF COSTA MESA

Lori Ann Farrell Harrison

Date: 8/16/2023

Lori Ann Farrell Harrison
City Manager

ATTEST:

Brenda Green 8/22/2023



Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow

Date: 8/10/23

Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

Ruth Wang

Date: 8/8/23

Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

Jason Pyle

Date: 8/8/23

Jason Pyle, Assistant Fire Chief
Project Manager


DEPARTMENTAL APPROVAL:

Daniel A. Stefano

Date: 8/8/2023

Daniel A. Stefano
Fire Chief

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: 8/3/2003

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
WITTMAN ENTERPRISES, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of August, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WITTMAN ENTERPRISES, LLC, a California limited liability company ("Consultant").

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference.

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, 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 or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. For the first two years of the term of this Agreement, Consultant shall be paid a fee per imported incident in accordance with the Fee Schedule set forth below. Prior to the commencement of the third year of the term, City and Consultant may agree to change the method of Consultant's compensation to a percentage of net collections in accordance with the Fee Schedule set forth below. Such change shall be effective on the first day of the third year of the term and shall be effective for the remainder of the term. If City and Consultant do not

agree to change the method of compensation to a percentage of net collections, City shall pay Consultant according to the per-imported incident fee schedule set forth in Exhibit B for the remainder of the term. Consultant's annual compensation shall not exceed Two Hundred Forty Thousand Dollars (\$240,000.00).

Fee Schedule:

Services	Fee
<p align="center">Contract Years 1-2</p> Ambulance Billing and Collection First Responder Billing and Collection Assessment (treat-no-transport) Billing and Collection Patient Satisfaction Surveys (10% of patient contacts)	<p align="center">\$19 per imported incident (ePCR ticket)</p>
<p align="center">Contract Years 3-5</p> Ambulance Billing and Collection First Responder Billing and Collection Assessment (treat-no-transport) Billing and Collection Patient Satisfaction Surveys (10% of patient contacts)	<p align="center">4.25% of net collections*</p> <p align="center">*Upon approval of City and Consultant</p>

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

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts

shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years, ending on July 31, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by five (5) additional one (1) year periods upon mutual written agreement of both parties.

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

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

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

5.0. INSURANCE

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Wittman Enterprises, LLC
 11093 Sun Center Dr.
 Rancho Cordova, CA 95670
 Tel: (916) 669-4608
 Attn: Russ Harms

IF TO CITY:

City of Costa Mesa
 77 Fair Drive
 Costa Mesa, CA 92626
 Tel: (714) 754-5155
 Attn: Jason Pyle

Courtesy copy to:

City of Costa Mesa
 77 Fair Drive
 Costa Mesa, CA 92626
 Attn: Finance Dept. | Purchasing

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

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of or in connection with Consultant's, or Consultant's employees', agents', or subcontractors' performance of this Agreement. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur

any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, **except as** set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

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

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement

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

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

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

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

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

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

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

[Signatures appear on following page.]

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

CONSULTANT

Corinne Wittman-Wong
Signature

Date: 8/15/18

Corinne Wittman-Wong, CEO
[Name and Title]

68-0456021
Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Thomas Hatch
Thomas Hatch
City Manager

Date: 9/6/18

ATTEST:

Brenda Green 9/11/18
Brenda Green
City Clerk

APPROVED AS TO FORM:

[Signature]
Thomas Duarte
City Attorney

Date: 09/05/18

APPROVED AS TO INSURANCE:

[Signature]
Ruth Wang
Risk Management

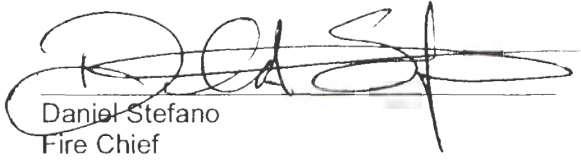
Date: 8/29/18

APPROVED AS TO CONTENT:

[Signature]
Jason Pyle
Project Manager

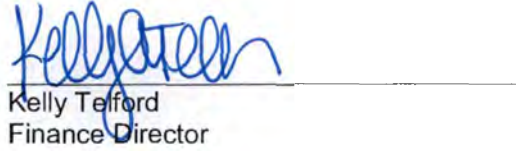
Date: 8/29/18

DEPARTMENTAL APPROVAL:


Daniel Stefano
Fire Chief

Date: 8/29/18

APPROVED AS TO PURCHASING:


Kelly Telford
Finance Director

Date: 8/31/18

EXHIBIT A
SCOPE OF WORK

**SCOPE OF WORK
FOR
AMBULANCE BILLING & COST RECOVERY SERVICES**

INTRODUCTION

The City of Costa Mesa Fire & Rescue Department (CMF&R) is requesting proposals from qualified organizations to enter into a contract for the provision of ambulance billing and cost recovery services for the Emergency Medical Services (EMS) provided by CMF&R. Qualified organizations must have extensive experience and specialize in the invoicing, categorizing, recording, monitoring, supervising, and managing of ambulance billing and EMS cost recovery systems/services.

SCOPE OF WORK

The organization that is awarded a contract for this RFP process (hereinafter “Contractor” or “Proposer” depending on context) shall at all times comply with the Health Insurance Portability and Accountability Act (HIPAA) and all other applicable federal, state, and local laws. All services are to be provided in two (2) methodologies: 1) A fee-based percentage of actual collected revenue; and 2) A per-call fee for each incident. CMF&R reserves the right to select which method will be used for actual payment of services. No “up front” or ongoing costs will be borne by CMF&R, nor will CMF&R provide any staff to support the contract.

Proposers shall be responsible for modifying their billing systems to capture all necessary data generated from this program as an electronic file and provide a description of the electronic file needed to receive data transmitted from CMF&R. Proposers shall work with CMF&R and CMF&R’s ePCR vendor to identify data input gaps, errors or other data needs, and describe a means of obtaining solutions to these problems. Proposers shall provide information on their organization’s experience with ePCR software, including a complete list of their customers who are utilizing ePCRs and the name and contact information of the software companies utilized. Proposers shall provide a complete package describing billing and collections, follow-up, account posting, and accounts receivable reconciliation and reporting services.

The City currently transports approximately 7,000 patients per year through a third party ambulance provider. The City anticipates directly providing ambulance transport services via three 24hr fire based ambulances.

The current payer mix consists of;
 Medicare/Medicare HMO 35%
 Medi-Cal/IHMO 26%
 Commercial Insurance 28%
 Private Pay 11%

The list below describes the **minimum** services required of Contractor:

1. Provide all tested and working software, tested and working hardware, and technical support associated with the billing, receivables process and debt collections to support up

- to 10,000 collections for Emergency Medical Services. The software and hardware shall ensure complete and uninterrupted back-up with a date recovery system, should a disaster or other unforeseen interruption occur. All software and hardware costs shall be borne by Contractor.
2. Provide daily pick up and receipt of billing forms (hard copy or electronic), correspondence, and reports from CMF&R Fire Administration (City Hall, 77 Fair Drive, 5th Floor, Costa Mesa, CA, 92626) during normal business, unless otherwise specified by the Fire Chief. CMF&R Fire Administration normal business hours are 08:00 A.M. - 05:00 P.M., Monday through Friday, excluding official holidays. All costs are to be borne by Contractor.
 3. Have the capability to fully integrate and support CMF&R's selected ePCR application. CMF&R currently utilizes an iPad based ePCR system.
 4. Provide a monthly reconciliation of the data received from CMF&R's patient care records with the amount it has billed to customers explaining differences, if any.
 5. Maintain the software and hardware necessary to fulfill all of CMF&R's requirements. Support service and maintenance of the software and hardware is the responsibility of Contractor for the duration of the contract.
 6. Maintain updated and current Technology that will continuously provide the highest level of reimbursement and customer service possible.
 7. Transmit billing data electronically to all customers accepting electronic claim submission. Contractor shall have the ability to provide itemized billing statements based on CMF&R's EMS fee schedule and provide itemized billing receipts in both paper and electronic formats depending on the needs of the customer.
 8. Work with the County of Orange and do screening of all medically indigent patients.
 9. Have the ability to receive patient care documentation on paper and electronically. Verify the receipt of these documents and return confirmation to CMF&R.
 10. Research and follow up on all accounts with inadequate billing information to include:
 - a. Contact the EMS Bureau for missing and/or incomplete information which may be found in the CMF&R reports.
 - b. Contact receiving hospital for missing and/or incomplete billing information needed from the admitting/registration records.
 - c. Contact patient family members or emergency contacts for information.
 - d. Refer to zip code/street directories for acquisition of incomplete/missing address information.
 - e. Mail inquiries to the patient.
 11. Generate appropriate itemized charges from approved fee schedules provided by CMF&R.

12. Meet or exceed mutually agreed upon collection targets.
13. At a minimum of every 30 days, provide to CMF&R a list of accounts turned over to collections that includes the reason why the account was unable to be collected.
14. Review all patient records and report to CMF&R all accounts deemed delinquent per a pre-defined timetable.
15. Provide quarterly analysis identifying at a minimum percent of collection, timelines from billing to receiving payment, number and types of complaints and other data deemed necessary for business planning and future analysis.
16. Forward refund requests and associated back-up documentation in a timely manner to CMF&R for processing.
17. Screen each document for completeness of data and level of services, codes, and procedures for billing purposes.
18. Be responsible for mailing the Customer Satisfaction Survey provided by CMF&R. The survey content may be modified at any time during the contract period CMF&R's discretion. Customer complaints and compliments with follow-up information shall be provided to CMF&R in hard copy or by electronic media.
19. Maintain accurate data and report quarterly on records for all accounts including but not limited to, all customer contact, notices, mailing, itemization, small claims, bankruptcy filings, miscellaneous requests, inquiries, correspondence documents, accounting records, and transactions. CMF&R requires data fields to support on-going planning, and statistical analysis. All records shall be made available to CMF&R upon request. Contractor shall guarantee the confidentiality, security, and safety of all files, documents, and information provided by CMF&R.
20. Provide access to its system wherein it can run weekly detail and summary financial reports in Excel or similar format for each billing type (e.g., patient transport, assessment at scene, first responder fee.) The reports shall contain, at a minimum, the following information:
 - a. Amount billed
 - b. Amount collected
 - c. Amount refunded
 - d. Amount sent to collection
 - e. Amount written off

If such is not possible, then Contractor shall deliver such reports to CMF&R on a weekly basis.

21. Exercise its best ethical, prudent, lawful, and professional efforts to secure payments on all accounts referred by CMF&R. Collection activities shall comply with HIPAA and all other applicable federal, state, and local laws.

22. Post all payment to accounts and process refunds and adjustments in a correct and timely manner in accordance with the procedures approved by CMF&R. All bills to customers shall state the "City of Costa Mesa" as the payee and their payments deposited directly in full (i.e., without deducting Contractor's fees) to a designated bank account. All credit card transactions shall also be processed in the same manner. Contractor shall provide a detailed bill to CMF&R on a monthly basis.
23. Handle all telephone calls and correspondence in a timely, professional, courteous, and compassionate manner.
24. Be responsible for all customer billing inquiries and retrieval of records during normal business hours.
25. Any notification to Contractor that an attorney is handling a personal injury case for a patient shall result in Contractor sending a lien to the attorney that will request that the attorney and patient both execute the lien. Contractor shall have a process to follow up on the status of these lien accounts. Contractor shall also immediately notify the CMF&R Division Chief telephonically whenever it is made aware that there is possible legal action being taken against CMF&R / the City of Costa Mesa.
26. Assign a customer service representative(s) to provide customer service and answer any billing-related questions.
27. Provide a nationwide toll-free telephone number(s) for billing inquiries.
28. Routinely meet with CMF&R to discuss problems, special needs, future changes, updates in software, technology, statistical data requests, or other issues.
29. Monitor all billing and regulatory changes impacting reimbursements and adjust its system to ensure regulatory compliance; Update CMF&R of such changes with an explanation of how it will affect CMF&R and its customers.
30. Provide continuous training for Contractor's staff, updating them immediately on all changes in the industry or government regulations that may have an impact on services being provided to CMF&R.
31. Provide assistance and on-site training for CMF&R administration staff on developing procedures to ensure that CMF&R is in compliance with all applicable federal, state, and local laws.
32. Coordinate all disputed claims with the designated CMF&R representative.
33. Agree to negotiate in good faith with CMF&R at the termination of the contract, the best manner to transition active accounts. Contractor agrees to deliver to CMF&R a computerized file of active accounts, in a format agreeable to CMF&R.

34. Have current administrative support, technical support, and fiscal capability to provide and manage the proposed services of more than 10,000 bills, collections, data analysis, and support technical hardware and software advancements each year. Have the current capability to ensure an adequate audit trail.
35. Produce specialized “on request” reports containing any or all of the previously listed information in a timely manner or based on a standardized schedule.
36. Have the ability to customize billing forms and follow-up letter per CMF&R requirements.
37. Upon request, make all books and records available to both internal and external auditors.
38. Coordinate with existing service provider to transition current accounts with minimal disruption to service.
39. Upon implementation of contract, be able to process any backlog of billing within 30-days of the implementation date.

EXHIBIT B
CONSULTANT'S PROPOSAL

EXHIBIT C
CERTIFICATES OF INSURANCE

EXHIBIT D
CITY COUNCIL POLICY 100-5

**AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT WITH
WITTMAN ENTERPRISES, LLC**

This Amendment Number Two ("Amendment") is made and entered into this 4th day of June 2024 ("Effective Date") by and between the CITY OF COSTA MESA, a municipal corporation ("City") and WITTMAN ENTERPRISES, LLC, a California limited liability company ("Consultant").

WHEREAS, City and Consultant entered into an agreement on August 1, 2018 for Consultant to provide Ambulance Billing Services (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of five (5) years, with the option to extend the Agreement for five (5) additional one (1) year periods; and

WHEREAS, City and Consultant entered into Amendment Number One to the Agreement on July 18, 2024 to extend the term for one (1) year, through July 31, 2024; and

WHEREAS, City and Consultant desire to extend the term of the Agreement for two (2) additional one (1) year extensions.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

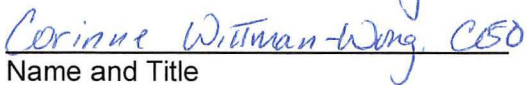
1. The term of the Agreement shall be extended through July 31, 2026.
2. Effective June 4 2024, the fee set forth in Exhibit B, Section 7, Cost Proposal, Option #2, will increase from \$22.00 to \$23.00 per imported incident (ePCR ticket).
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions and provisions of the Agreement shall remain in full force and effect.
5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

CONSULTANT


Signature

Date: 7/1/24


Name and Title

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
Lori Ann Farrell Harrison
City Manager

Date: 7/18/2024

ATTEST:

Brenda Green 7/22/2024
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 7/16/24

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 7/10/24

APPROVED AS TO CONTENT:

Jason Pyle
Jason Pyle, Assistant Fire Chief
Project Manager

Date: 7/10/24

DEPARTMENTAL APPROVAL:

Daniel A. Stefano
Daniel A. Stefano
Fire Chief

Date: 7/10/2024

APPROVED AS TO PURCHASING:

Carol Molina
Carol Molina
Finance Director

Date: July 10, 2024



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 26-229

Meeting Date: 4/21/2026

TITLE:

CONTINUATION REQUEST OF AN APPEAL OF THE PLANNING COMMISSION'S DECISION TO UPHOLD THE ECONOMIC AND DEVELOPMENT SERVICES DIRECTOR'S DECISION TO DENY A REASONABLE ACCOMMODATION REQUEST TO DEVIATE FROM CERTAIN REQUIREMENTS OF THE ZONING CODE TO OPERATE A SOBER LIVING HOME OPERATED BY THE OHIO HOUSE AT 115 EAST WILSON STREET, UNITS A THROUGH E

**DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES
DEPARTMENT/PLANNING DIVISION**

PRESENTED BY: VICTOR MENDEZ, SENIOR PLANNER

CONTACT INFORMATION: VICTOR MENDEZ, SENIOR PLANNER (714) 754-5276

RECOMMENDATION:

Staff recommends the City Council continue the open public hearing item to the June 16, 2026, meeting, pursuant to applicant's request.

BACKGROUND:

The appeal was agendized for the December 2, 2025, City Council meeting. Prior to the meeting, but after the public hearing was noticed, the applicant submitted a request to continue the item to the February 3, 2026, City Council Meeting. The City Council opened the public hearing and voted (7-0) to continue the item.

The item was then agendized on the February 3, 2026 City Council Meeting. Prior to the meeting, but before the agenda was published, staff requested to continue the item to the April 21, 2026, City Council Meeting. The City Council voted (6-0-1) to continue the open public hearing item to April 21, 2026 (Council Member Buley absent).

Before the agenda was published, the applicant requested to continue the item to the June 16, 2026, City Council Meeting to gather additional information.

ANALYSIS:

Staff requests that the public hearing be continued to a date certain to the June 16, 2026, City Council Meeting. Staff will present the item at the June 16, 2026, Meeting.

ALTERNATIVES:

There are no recommended alternatives.

FISCAL REVIEW:

The fiscal review will be included as part of the June 16, 2026, report.

LEGAL REVIEW:

The legal review will be included as part of the June 16, 2026, report.

CITY COUNCIL GOALS AND PRIORITIES:

The priorities will be included as part of the June 16, 2026, report.

CONCLUSION:

The item will be presented at the June 16, 2026, City Council meeting.



Fwd: Ohio House - Coordinating the CRD mediation and CC appeal hearing dates

From Kimberly Hall Barlow <khb@jones-mayer.com>

Date Tue 3/31/2026 10:49 AM

To TAI, CARRIE <Carrie.Tai@costamesaca.gov>; MENDEZ, VICTOR <VICTOR.MENDEZ@costamesaca.gov>; MCGILL, ANNA <Anna.Mcgill@costamesaca.gov>; Tarquin Preziosi <tp@jones-mayer.com>

Cc GREEN, BRENDA <brenda.green@costamesaca.gov>

Here is a new hearing date for Ohio House RA appeal.
Sent from my iPhone

Begin forwarded message:

From: Christopher Brancart <cbrancart@brancart.com>

Date: March 31, 2026 at 9:57:01 AM PDT

To: Kimberly Hall Barlow <khb@jones-mayer.com>

Cc: Christopher Lee <clee@everettdorey.com>, Tarquin Preziosi <tp@jones-mayer.com>

Subject: Re: Ohio House - Coordinating the CRD mediation and CC appeal hearing dates

Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.

Ms. Barlow,,

Thank you for the reminder. Having checked on availability of all involved, the first, best date is Tuesday, June 16.

On Mon, Mar 30, 2026 at 12:18 PM Kimberly Hall Barlow <khb@jones-mayer.com> wrote:

Hi Chris. We need to get our agenda report finalized for the April 21st meeting, so we need a date certain to include for the continuation request.



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 26-162

Meeting Date: 4/21/2026

TITLE:

INTRODUCTION AND FIRST READING OF THE CITY OF COSTA MESA, CALIFORNIA ADDING CHAPTER IV, TRAP-NEUTER-RETURN, TO TITLE 3 OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH A TRAP-NEUTER-RETURN PROGRAM FOR COMMUNITY CATS

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: STEPHANIE A. SELINSKE, LIEUTENANT

CONTACT INFORMATION: STEPHANIE A. SELINSKE, LIEUTENANT
714-754- 5293

RECOMMENDATION:

Staff recommends the City Council introduce for first reading Ordinance No. 2026-XX adding Title 3 Animal Regulations of the Costa Mesa Municipal Code 3-171 to establish and regulate a Trap-Neuter-Return (TNR) program for community cats within the City of Costa Mesa.

BACKGROUND:

The City of Costa Mesa Municipal Code does not allow for any person or organization to Trap-Neuter-Return any community cats within the City of Costa Mesa.

The City of Costa Mesa currently addresses issues involving free-roaming and community cats through existing animal-control regulations and case-by-case responses. Community cats, which are defined as unowned, free-roaming cats that live outdoors and are not readily adoptable, present unique challenges related to animal welfare, shelter intake, and community concerns. Trap-Neuter-Return (TNR) is a nationally recognized animal management model in which community cats are humanely trapped, surgically sterilized, vaccinated (including rabies), ear-tipped for identification, and either returned to their original location or diverted for adoption if and when appropriate. Numerous jurisdictions throughout California and Orange County have adopted forms of TNR ordinances as a humane and effective method to control and gradually reduce the community cat populations in their respective communities. Additionally, TNR also assists with decreasing impacts on local animal shelters and euthanasia rates.

The proposed ordinance (Attachment 1) would establish guidelines for a regulated TNR program within Costa Mesa to ensure that all TNR activities are conducted in a manner consistent with animal welfare and best practices, with City oversight via the Animal Services Unit.

Legalizing TNR and establishing an ordinance in Costa Mesa has been a long-time goal of the City's Animal Services Committee (ASC) and local animal welfare advocates. The proposed ordinance was created in consultation with the ASC and public comments at multiple ASC meetings over the past six months. At the January 28, 2026, ASC meeting, the committee voted unanimously to support

the draft ordinance and recommended that the City Council consider its adoption.

ANALYSIS:

The proposed ordinance authorizes and regulates Trap-Neuter-Return activities within the City by establishing a clear framework. It would require registration and pre-approval through the City's Animal Services Unit. TNR would require sterilization, vaccination (including rabies), and ear-tipping for all returned community cats. The proposed ordinance would establish clear recordkeeping and reporting requirements and provide enforcement mechanisms and corrective measures for public nuisances caused by community cats.

Participation in the TNR program will be authorized to individuals, nonprofit organizations, veterinary clinics, or sponsor agencies that complete a city-issued TNR Registration Form (Attachment 2) and receive pre-approval from the Animal Services Unit. Approval will be valid for one calendar year from date of approval.

Authorized participants will be required to maintain detailed logs for each community cat processed through the program, including trapping location, veterinary services provided, sterilization and vaccination status, ear-tipping confirmation, and release locations. TNR providers will submit a log for each cat colony serviced. These records will be retained by the Animal Services Unit for a minimum of three years. Collected data will allow the City of Costa Mesa to evaluate program effectiveness, track community cat populations, and identify any necessary program modifications.

This proposed ordinance requires humane trapping, rabies vaccinations, and adherence to current veterinary public-health guidelines for all cats returned. Trapped cats will be assessed to determine if they are socialized and adoptable. Cats will also be scanned for microchips, and if a registered owner is identified, they will be contacted as necessary. Any cat that is seriously ill, injured or deemed suitable for adoption will not be returned to the community and will instead be managed in accordance with City Animal Services' protocols. Those cats that qualify for TNR will be surgically sterilized, ear-tipped for identification, and returned to their original location.

The ordinance preserves the City's authority to intervene in situations involving public safety threats, suspected rabies, or other dangerous conditions. Public feeding activities that create sanitation issues, property damage, or attract vermin or wildlife remain prohibited.

If a registered TNR provider is found to be in violation of the ordinance the City may take corrective actions including warnings, suspension or revocation of permit and/or citation. Denial or revocation of a TNR permit would be appealable to the City Manager and a final appeal to the City Council if necessary.

This ordinance does not establish a City funded TNR program and should not adversely affect our contracted animal shelter. All TNR activities and veterinary services would be provided by community volunteers, animal advocates, non-profits and sponsor organizations.

ENVIRONMENTAL ANALYSIS:

This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, because there is no possibility that the ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. §

15061(b)(3).) A Notice of Exemption should be filed as authorized by CEQA and the State CEQA Guidelines.

ALTERNATIVES:

The City Council may introduce the ordinance as proposed; or modify the ordinance and direct staff to return with revisions.

The City Council may also decline to introduce the ordinance and maintain the City's existing approach to community cat management and continue to prohibit free-roaming cats.

FISCAL REVIEW:

There is no anticipated direct fiscal impact to the City's General Fund (Fund 101) associated with adoption of this ordinance. The TNR program relies on registered individuals and sponsor organizations to conduct trapping, veterinary services, and recordkeeping. Staff time associated with registration, oversight, and data review is expected to be absorbed within existing Animal Services Unit resources.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and the proposed Ordinance and approved them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

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

CONCLUSION:

Staff recommends the City Council to introduce for first reading Ordinance No. 2026-XX adding Title 3 Animal Regulations of the Costa Mesa Municipal Code 3-171 to establish and regulate a Trap-Neuter-Return (TNR) program for community cats within the City of Costa Mesa.

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA ADDING CHAPTER IV, TRAP-NEUTER-RETURN, TO TITLE 3 OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH A TRAP-NEUTER-RETURN PROGRAM FOR COMMUNITY CATS

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, the City of Costa Mesa, pursuant to its police power, may enact ordinances to protect the public health, safety, and welfare; and

WHEREAS, the City of Costa Mesa has determined that a process of trapping, surgically sterilizing, vaccinating, ear-tipping, and returning cats to the location where they were initially trapped is an effective and humane method to manage the population of feral and community cats within the City of Costa Mesa; and

WHEREAS, Trap-Neuter-Return programs are a recognized animal management practice that reduces shelter intake, decreases euthanasia, and supports public health objectives; and

WHEREAS, maintaining records of all Trap-Neuter-Return program activities in the City will assist the City in determining extent of the community cat population, the Trap-Neuter-Return program effectiveness and potential need for any modification to the program; and

WHEREAS, the City Council desires to establish a Trap-Neuter-Return program for community cats within the City of Costa Mesa.

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Chapter IX. Trap-Neuter-Return, Sections 3-171 through 3-175 of the Costa Mesa Municipal Code is hereby added to read as follows:

3-171 Purpose and Intent

The city council finds that the humane management of free-roaming, unowned, or feral cats through Trap-Neuter-Return programs reduces animal shelter intake, decreases euthanasia, improves public health, and results in more effective and compassionate animal-control outcomes. The purpose of this ordinance is to authorize and regulate Trap-Neuter-Return programs for community cats within the City of Costa Mesa.

3-172 Definitions

Chief of police means the chief of the Costa Mesa Police Department or designee, including, but not limited to the Animal Services Unit.

Community cat colony or colony means two or more community cats living in one general outdoor location.

Community cat means a free-roaming cat that lives outdoors, is unowned, unsocialized, and not readily adoptable.

Ear-tipping means the removal of the distal tip of a cat's left ear while under anesthesia to indicate sterilization.

Feral cat means an unsocialized outdoor cat who has either never had any physical contact with humans, or human contact has diminished enough over time that the cat is no longer accustomed thereto.

Sponsor organization means a nonprofit rescue, veterinary clinic, or other organization that facilitates TNR services.

Stray cat shall mean any cat that has been lost or abandoned, and the pet guardian is no longer providing or attempting to provide care and lives outdoors and exhibits the characteristics of being able to be successfully domesticated.

Trap-neuter-return provider or provider means a person or sponsor organization authorized under this Chapter to engage in TNR activities.

Trap-neuter-return or TNR, is the practice whereby community cats are humanely trapped, taken to a licensed veterinary hospital or spay-neuter facility where they are sterilized, vaccinated, ear tipped, and adopted or returned to their colony to be cared for until the end of their natural life.

Trap-neuter-return activities means and includes trapping, sterilizing, vaccinating and/or ear tipping in in connection with returning a cat to their colony or location of capture.

Trap-neuter-return program or program means the TNR activities within the city authorized by and conducted in conformance with the requirements of this chapter.

3-173 Authorization Required for Trap-Neuter-Return Activities

- (a) No person shall engage in any trap-neuter-return activities within the city except as authorized by this chapter.
- (b) It shall be lawful for a person and/or sponsor organization, upon registration and authorization from the chief of police, to humanely trap, transport, sterilize, vaccinate, ear-tip, and return a healthy community cat or feral cat to the location where it was originally trapped, provided any sterilization, vaccination and/or ear-tipping is done pursuant to all applicable laws.
- (c) A cat returned as authorized by this chapter shall not be deemed to be "running at large" in a public place pursuant to subsection (a) of section 3-15, provided all requirements of this chapter are met.

3-174 Program Requirements

- (a) Prior to engaging in any TNR activities and/or participating in any TNR program within the city, a person or sponsor organization must first register with and receive a letter of authorization from the chief of police.
- (b) The chief of police is authorized to create and make available registration forms, logs, and other materials and to require information from applicants consistent with the requirements of this chapter, and to issue, deny, suspend and or place reasonable conditions on letters of authorization subject to the notification procedures of section 3-148.

- (c) A letter of authorization shall be valid for one calendar year from date of approval. A request for renewal of authorization must be submitted at least 30-days prior to expiration thereof.
- (d) Mandatory Sterilization, Vaccination and Ear-tipping. All cats returned under this Program must first:
 - (1) Be scanned for a microchip ID and contact made with the registered owner prior to any treatment.
 - (2) Be surgically sterilized.
 - (3) Receive all core feline vaccinations as designated under current veterinary vaccination guidelines.
 - (4) Receive permanent identification through ear-tipping.
 - (5) Exceptions. Cats that are seriously ill, injured, or determined by a veterinarian to be suitable for adoption shall not be returned and must instead be provided treatment and/or placement as appropriate.
- (e) Recordkeeping.
 - (1) TNR providers are required to submit TNR logs documenting each TNR cat originating from the city, including but not limited to location trapped, date trapped, clinic or veterinarian used, sterilization and vaccination information, ear-tipping confirmation, and release location. Logs should be submitted upon completion of work on individual colonies and minimally at the end of the calendar year, or prior to the annual expiration of a letter of authorization, whichever is sooner.
 - (2) The city shall maintain TNR records for a minimum of three (3) years, or as otherwise required by law.

3-175 Enforcement and Corrective Measures

- (a) A violation of this chapter is punishable pursuant to section 1-33.
- (b) TNR authorization may be modified, suspended and/or revoked based on a violation of this chapter, other applicable provision of this code or other law, and/or if reasonably necessary to protect against an immediate threat to the public health and safety, pursuant to the procedures of section 3-149.
- (c) Nothing in this chapter shall prevent the city from acting regarding cats that present a threat to public health or safety, display aggression, or are suspected of rabies or other disease.
- (d) It shall be unlawful for any person to feed any cat in or on any public area or property, unless specifically authorized to do so under this chapter. No person may feed a feral or community cat on private property in such a manner as to create a public nuisance pursuant to section 20-12 or other law.
- (d) Denial, suspension for more than 30 days, and/or revocation of TNR authorization by the chief of police may be appealed by the TNR provider pursuant to Chapter IX of Title 2.

Section 2: Inconsistencies. Any provision of this Ordinance which is inconsistent with state law shall be interpreted in a manner consistent with state law. 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 the extent necessary to affect the provisions of this Ordinance.

Section 3: Penalties. A violation of this Ordinance is a misdemeanor that may alternatively be enforced as an infraction and shall constitute a public nuisance. A violation of this Ordinance may be enforced pursuant to the provisions of Section 1-33, Chapter II of Title 1, and/or Chapter III of Title 20 of the Costa Mesa Municipal Code.

Section 4: Severability. If any section, subsection, sentence, clause, phrase, or portion 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 portion of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

Section 5: Effective Date. This Ordinance shall take effect on the 31st day after adoption.

Section 6: Certification. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this ___ day of _____, 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 the above and foregoing Ordinance No. 2026-XX was duly introduced for first reading at a regular meeting of the City Council held on the XX day of XX 2026, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the XX day of XX 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 on this XX day of XX 2026.

Brenda Green, City Clerk



Community Cat Colony Tracking System

- Care giving information -

This form will enable you to identify and track the individual community cats (also known as feral cats) in your colony and chart the progress of your Trap-Neuter-Return effort. Use the Trap-Neuter-Return procedures as recommended on the City website. For each separate trapper location, a second tracking system will be required.

Trapper Information:

Name/Sponsor Group: _____

Cell Phone: _____ Other (Home or Work): _____

Email: _____

Street Address: _____

City: _____ State: _____ ZIP code: _____

Veterinarian or clinic performing medical care:

Name of Veterinarian: _____ Name of Clinic: _____

Phone: _____ Email: _____

Street Address: _____

City: _____ State: _____ ZIP code: _____

Are all the cats in the colony ear-tipped on the right ear?

Yes No If no, why? _____

Colony Information:

Name of colony: _____ Name of location: _____

Street Address: _____

Cross Street: _____

City: _____ State: _____ ZIP code: _____

Year colony originally formed (if known): _____

Setting: Alley Offices Apartment Residential Rear of address Park Industrial

Other, describe: _____

Date current Trap-Neuter-Return plan was implemented: _____

Total number of cats in colony after Trap-Neuter-Return is completed:

Adult male: _____ Number of kittens fostered/adopted: _____

Adult female: _____ Number of adult cats fostered/adopted: _____

Kittens: _____ Number of cats euthanized: _____

Number of cats remaining in colony: _____

REGISTRATION FORM

TRAPPER NAME: _____

	Cat # (number)	Color Markings	Hair Length (DSH/DLH)	Sex M/F	Age (For kittens, include # of weeks*)	Date Trapped	Surgery N=Neuter S=Spay	Ear-tip = (right ear)	Vaccines R=Rabies Tag Number D=Distemper	Parasites F=Flea Treatment D=Dewormed	Notes on Outcome R=Returned A=Adopted/ Fostered E=Euthanized O=Other	Notes on General Health F+=FIV Positive O=Other (explain)
1												
2												
3												
4												
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6												
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9												
10												



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 26-228

Meeting Date: 4/21/2026

TITLE:

ADOPTION OF ORDINANCE AMENDING CHAPTER III OF TITLE 15 OF THE COSTA MESA MUNICIPAL CODE RELATING TO PUBLIC WORKS - DRAINAGE

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 give second reading and adopt Ordinance No. 2026-05, to be read by title only, approving revisions to Chapter III of Title 15 of the Costa Mesa Municipal Code (Public Works-Drainage) to incorporate updated drainage impact fees, revise administrative provisions for fee collection, and align City code language with current state law and the City's adopted Storm Drainage Impact Fee Nexus Study.

BACKGROUND:

On October 15, 2024, the City Council reviewed and accepted Phase 1 of the Storm Drain System Master Plan Update, which included an "Existing Conditions Assessment Report" (ECAR) and the "Proposed Drainage and Water Quality Improvements" report.

On March 17, 2026, the City Council opened a public hearing and continued an introduction and first reading, by title only, of an ordinance amending Chapter III of Title 15 of the Costa Mesa Municipal Code relating to drainage to the April 7, 2026, City Council meeting.

During its regularly scheduled City Council meeting on April 7, 2026, the Council, while approving the proposed staff recommendation, requested minor revisions to the proposed ordinance to clarify the appeal process for drainage fee adjustments. Specifically, the requested revisions establish that appeals based on increased site permeability, including permeable surfaces, bioswales, or other stormwater infiltration features, shall be subject to final review and approval by the Public Works Director.

The requested revisions are incorporated into the ordinance presented for adoption and explained in the ANALYSIS section below.

All information regarding the Storm Drain System Master Plan Update study can be found on the City's webpage at <https://www.costamesaca.gov/storm>.

ANALYSIS:

During its regularly scheduled City Council meeting on April 7, 2026, the City Council approved staff's recommendation to adopt the 2026 Storm Drainage Impact Fee Nexus Study as the final component of the 2024 Storm Drain System Master Plan Update with the following changes:

§15-75 Appeals - Add option (c) under Paragraph A:

- (c) A fee adjustment based upon a substantial showing of evidence of increased site permeability, including but not limited to permeable surfaces, bioswales, or other stormwater infiltration features, that will reduce stormwater runoff and impacts to the City's existing drainage system. Any fee adjustment proposed pursuant to subsection (c) shall be subject to final review and approval by the Public Works Director.

§15-75 Appeals - Replace Paragraph B. with the following:

- B. The City Council shall consider appeals submitted pursuant to subsections (A)(a) and (A)(b) at a public meeting to be held within 60 calendar days after the appeal application has been filed. Appeals submitted pursuant to subsection (A)(c) shall be reviewed by the Public Works Director, and such review shall be completed within 60 calendar days after the appeal application has been filed. The decision of the City Council or Public Works Director, as applicable, shall be final. The decision shall be in writing and shall be mailed to the applicant.

In addition, staff is recommending the following change in order to remain consistent with Councilmember Marr's motion:

§15-75 Appeals - Replace Paragraph C. with the following:

- C. If an adjustment is granted pursuant to this section, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, or removal or modification of the site permeability or stormwater infiltration features relied upon for the adjustment, shall invalidate the adjustment, and the applicant shall be subject to the development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change, expansion, removal, or modification, less any amount previously paid.

In addition, the City Council approved a motion to include a review of the Drainage Fees after three years.

The City Council approved the above actions unanimously by a vote of 7 - 0.

Ordinance No. 2026-05 is included as Attachment 1 to this report. The ordinance is presented for approval and adoption. If adopted, the ordinance would become effective thirty (30) days after adoption and the Storm Drain Impact Fees go into effect sixty (60) days after their April 7, 2026, approval.

ALTERNATIVES:

The City Council may choose to adopt, modify, or reject the ordinance as proposed. If the City Council chooses to make substantive modifications to the ordinance after introduction, the modified ordinance must be adopted by City Council in a future meeting.

FISCAL REVIEW:

The fiscal impact of updating the City's drainage fees will depend on the pace of future development throughout the City. All funds collected in the Drainage Fees Fund (Fund 209) will be utilized to fund eligible capital improvements identified in the nexus study and the 2024 Storm Drain System Master Plan Update.

LEGAL REVIEW:

The proposed ordinance and report have been prepared in conjunction with and reviewed by the City Attorney's Office.

PUBLIC NOTICE:

Pursuant to Government Code, section 66016.5(a)(7) and Assembly Bill (AB) 602, a notice was published in the City's local newspaper (i.e., Daily Pilot) on February 13, 2026 and on February 20, 2026. These publications provided more than the required (30) days' notice prior to the initial public hearing scheduled for March 17, 2026.

At the March 17, 2026 City Council meeting, the public hearing was opened and continued to April 7, 2026, allowing additional time for noticing, public review, and consideration. On April 7, 2026, the City Council completed the public hearing, adopted the Storm Drainage Impact Fee Nexus Study, and introduced for first reading Ordinance No. 2026-05 related to drainage and the updated storm drainage impact fees. The second reading is scheduled for the City Council meeting on April 21, 2026.

CITY COUNCIL GOALS AND PRIORITIES:

The Storm Drain System Master Plan Update and the corresponding ordinance to revise the City's Municipal Code work towards achieving the following City Council goals:

- Maintain and Enhance the City's Facilities, Equipment and Technology
- Strengthen the Public's Safety and Improve the Quality of Life
- Advance Environmental Sustainability and Climate Resiliency

CONCLUSION:

Staff recommends the City Council give second reading and adopt Ordinance No. 2026-05, to be read by title only, approving revisions to Chapter III of Title 15 of the Costa Mesa Municipal Code (Public Works-Drainage) to incorporate updated drainage impact fees, revise administrative provisions for fee collection, and align City code language with current state law and the City's adopted Storm Drainage Impact Fee Nexus Study.

ORDINANCE NO. 2026-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING CHAPTER III OF TITLE 15 OF THE COSTA MESA MUNICIPAL CODE RELATING TO DRAINAGE.

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

WHEREAS, the City of Costa Mesa prepared and adopted a comprehensive 2006 Master Plan of Drainage Update that included a 20-year Capital Improvement Plan (CIP) Priority List for storm drain improvements to identify needed drainage facility improvements throughout the City and estimate the costs thereof; and

WHEREAS, the City of Costa Mesa's current Drainage Impact Fees are based on the 2006 20-year Capital Improvement Plan (CIP) Priority List for storm drain improvements; and

WHEREAS, the City Council determined that an update of the Master Plan of Drainage was necessary and the existing drainage fee and drainage fee provisions of the Municipal Code should be revised and updated to create a more appropriate fee structure for new development, redevelopment, and construction; and

WHEREAS, the City Council accepted Phase 1 of the Storm Drain System Master Plan Update on October 15, 2024, which included the Existing Conditions Assessment Report and the Proposed Drainage & Water Quality Improvements, dated October 2024; and

WHEREAS, on April 7, 2026, the City Council held a duly noticed open and public meeting regarding the adoption of the proposed updated Storm Drainage Impact Fee Nexus Study, to complete the Storm Drain System Master Plan Update, as required by Government Code Sections 66016, 66017, and 66018; and

WHEREAS, the amount of each fee has been determined and calculated in a manner consistent with the California's Mitigation Fee Act and any applicable finance plan; and

WHEREAS, the effective date of a resolution that establishes the initial amount or increase of a fee is to be determined in accordance with California Government Code Section 66017; and

WHEREAS, all other prerequisites to the adoption of this Ordinance, the approval of the Storm Drainage Impact Fee Nexus Study dated February 2026, and the proposed updated Storm Drainage Impact Fees as specified by the Mitigation Fee Act (Cal. Gov. Code § 66000, *et seq.*) and other applicable laws, have been satisfied.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter III of Title 15 of the Costa Mesa Municipal Code is hereby amended to read as follows:

§ 15-64 Storm Drain System Master Plan identified.

The City has adopted and now has in effect a Storm Drain System Master Plan, which has been, after notice and public hearing, revised from time to time and which was adopted pursuant to Title 7, Chapter 3, Article 8, Section 65450, *et seq.*, California [Government Code](#). The official copy of the current Storm Drain System Master Plan is on file in the Office of the City Engineer at 77 Fair Drive, Costa Mesa, California, and any reference in this chapter to the Storm Drain System Master Plan shall be to the reports, maps, plats, plans, specifications and other materials constituting said Storm Drain System Master Plan as on file at the above address. The terms of this chapter shall apply to all of the drainage facilities now in place within the City, as well as drainage facilities described and set forth in the Storm Drain System Master Plan and as may be required periodically by the City Engineer.

§ 15-65 Drainage fees established.

Development of, or construction on, property within the City will require construction of additional drainage facilities, as set forth in the Storm Drain System Master Plan and its Storm Drainage Impact Fee Nexus Study report and/or as may be identified periodically by resolution of the City Council or as may be imposed as a condition of development approval by the City Engineer. Drainage fees are hereby established for the Newport Bay Watershed and the Santa Ana Watershed. Drainage fees for the Newport Bay Watershed and the Santa Ana Watershed are to be set periodically by resolution of the City Council,

which fees shall be tiered to take into account the intensity of development proposed for the property. The fee tiers shall be as follows: low-density residential; medium-density residential; high-density residential; and commercial/industrial. The drainage fees for each drainage shed shall be imposed on a pro rata, per acre basis upon any parcel or other piece of property for which an owner, developer or other applicant has requested approval to develop or redevelop, or to construct or reconstruct any structure upon such property pursuant to Chapter 15-70, prior to, and as a condition of approval being granted for such development or construction.

§ 15-66 Storm Drainage Watershed Funds

The funds collected hereunder shall be deposited in two separate funds which shall be known as the "Santa Ana Watershed Drainage Fund" and the "Newport Bay Watershed Drainage Fund". In the case of land development subject to the Subdivision Map Act, the drainage fee for the appropriate watershed, as defined in the adopted Storm Drain System Master Plan and its Storm Drainage Impact Fee Nexus Study, shall be collected, deposited and expended in accordance with Section 66483 through 66483.2 of the California [Government Code](#), in addition to the provisions set forth below, and all other applicable laws of the state. In the case of any development, redevelopment, construction, or reconstruction not subject to the Subdivision Map Act, the drainage fee for the appropriate watershed shall be collected, deposited and expended in accordance with Sections 66000 through 66008 of the California [Government Code](#), in addition to the provisions set forth below, and all other applicable laws of the state.

§ 15-67 Required Construction.

(a) Whenever a development is planned in a location where the Storm Drain System Master Plan or condition of approval calls for a storm drain and the applicant or developer is required to construct the storm drain upon a public right-of-way or on private property to be dedicated as a public right-of-way, the applicant or developer shall be required to post appropriate bonds to cover the estimated construction cost of the storm drain and submit copies of bid prices to the City Engineer prior to construction. Any and all such bonds shall be exonerated upon acceptance of construction by the City Engineer.

(b) If the City Engineer determines that additional drainage facilities are required in order to adequately provide for drainage, the City Engineer may require, as a condition of approval, the construction of those facilities for the detention of stormwater or such other means as may be necessary to provide adequate drainage of a particular property without adversely affecting adjacent properties or the City's drainage system.

(c) Notwithstanding anything provided in this Section [15-67](#) or elsewhere in this Chapter III, any construction of drainage facilities required to be constructed prior to issuance of development approval shall be in addition to, and not in lieu of, imposition of the drainage fee applicable to that property. Facilities included in the Storm Drain System Master Plan may be eligible for credit and/or reimbursement pursuant to this chapter.

§ 15-68 Fee refund.

If a building permit expires without commencement of construction or a subdivision or parcel map is abandoned prior to final approval, then the applicant or developer shall be entitled to a refund, without interest, of the impact fee paid as a condition for its issuance, except that the City may retain the actual administrative costs incurred on behalf of said applicant or developer, in accordance with Section 66014 of the California [Government Code](#). The fee payer must submit a written request for a refund to the City Engineer within 30 calendar days of the expiration of the permit. Failure to submit the required application for refund in a timely manner shall constitute a waiver of any right to the refund.

§ 15-69 Use of funds.

The money obtained through payment of drainage fees as provided for in this chapter may be used by the City to defray the cost of constructing storm drains and related facilities as identified in the Storm Drain System Master Plan. The City may incur indebtedness for the construction of any drainage facility and utilize either of the drainage fee funds for repayment.

§ 15-70 Fees to connect to existing facilities.

Subject to the provisions of Section 66013 of the California [Government Code](#), applicants requesting connection with existing drainage facilities shall be required to pay the drainage fee as provided for in this chapter.

§ 15-71 Applicability of fees.

Drainage fees shall be imposed in the following cases:

(a) For low density residential uses, any improvement, addition or major alteration to an existing structure or construction of an accessory structure, in any form, where the aggregate gross impervious percentage of the parcel as a result of such improvement exceeds 50% of the gross acreage of the parcel is subject to a drainage fee for the exceeding impervious acreage. The applicable drainage fee shall be calculated pursuant to the following formula:

$$\text{Fee} = (\text{Impervious area exceeding 50\% of the gross parcel acreage}) \times (\text{Fee per Impervious Acre})$$

(b) For medium density residential uses, any improvement, addition or major alteration to an existing structure or construction of an accessory structure, in any form, where the aggregate gross impervious percentage of the parcel as a result of such improvement exceeds 70% of the gross acreage of the parcel is subject to a drainage fee for the exceeding impervious acreage. The applicable drainage fee shall be calculated pursuant to the following formula.

$$\text{Fee} = (\text{Impervious area exceeding 70\% of the gross parcel acreage}) \times (\text{Fee per Impervious Acre})$$

(c) For high density residential uses, any improvement, addition or major alteration to an existing structure or construction of an accessory structure, in any form, where the aggregate gross impervious percentage of the parcel as a result of such improvement exceeds 80% of the gross acreage of the parcel is subject to a drainage fee for the exceeding impervious acreage. The applicable drainage fee shall be calculated pursuant to the following formula.

$$\text{Fee} = (\text{Impervious area exceeding 80\% of the gross parcel acreage}) \times (\text{Fee per Impervious Acre})$$

(d) For commercial and industrial uses, any improvement, addition or major alteration to an existing structure or construction of an accessory structure, in any form, where the aggregate gross impervious percentage of the parcel as a result of such improvement exceeds 90% of the gross acreage of the parcel is subject to a drainage fee for the

exceeding impervious acreage. The applicable drainage fee shall be calculated pursuant to the following formula.

Fee = (Impervious area exceeding 90% of the gross parcel acreage) **X** (Fee per Impervious Acre)

(e) For development of vacant land, any improvement or construction is subject to a drainage fee. The applicable drainage fee shall be calculated pursuant to the following formula.

Fee = (Gross Parcel Acreage) **X** (Land Use Impervious Factor) **X** (Fee per Impervious Acre)

(f) For land use changes, where the impervious factor for the future land uses as identified in the Storm Drain System Master Plan is greater than the impervious factor of the existing land use as identified in the Storm Drain System Master Plan.

Fee = (Drainage Fee per Acre of Future Land Use – Drainage Fee per Acre of Existing Land Use) **X** (Gross Property Acreage)

Drainage fees shall not be imposed in the following cases:

(a) For accessory dwelling units (ADU) less than 750 square feet.

(b) For reconstruction of existing structures in the event of a disaster where the reconstruction does not increase the impervious area of the parcel.

(c) For land use changes where the impervious coefficient for the future land use as identified in the Storm Drain System Master Plan is less than the impervious coefficient of the existing land use.

§ 15-72 Deposit of fees.

Subject to the provisions of the Subdivision Map Act or Sections 66000 through 66007 of the California [Government Code](#), as applicable, a drainage fee paid in accordance with this chapter shall be deposited in the appropriate watershed drainage fund prior to the approval of the final tract or parcel map in the case of recorded map developments and at the issuance of a building permit in all other instances.

§ 15-73 Private facilities.

Fees provided for, and the expenditures to be made from, the Drainage Fee Fund are to be applicable to those facilities as provided for in the Storm Drain System Master Plan. Drainage facilities necessary within any development by reason of requirements of the City or the Uniform Building Code shall be at the sole expense of the developer, and funds obtained as provided for in this chapter shall not be expended therefor.

§ 15-74 Credits, Reimbursement & Reductions.

- A. Whenever the conditions of approval of a development project require direct construction of a public storm drainage facility (see Section 15-67) described or listed in the Storm Drain System Master Plan, a credit or reimbursement, as applicable, shall be given against the development impact fee, which would have been charged to the development project under the program, for actual construction costs incurred by the developer, up to the cost included in the Storm Drain System Master Plan. The reimbursement and/or credit amount shall not include any improvements the City can require from the development project under the Subdivision Map Act, or the portion of the improvement deemed to be an on-site improvement that is not included in the Storm Drain System Master Plan.
- B. A developer may be allowed a reduction in fees from the drainage fee requirements of this chapter if the developer enters into a development agreement with the City pursuant to which drainage fees are assessed to the developer, or equivalent or comparable improvements are constructed and implemented by the developer.
- C. No refund or payment shall be due to an applicant in the event that the impervious coefficient for the future land use as identified in the Storm Drain System Master Plan is less than the impervious coefficient of the existing land use.
- D. State law. The City will comply with any fee reduction or fee adjustment requirements imposed by state law.

§ 15-75 Appeals

- A. A developer subject to the drainage fees required by this chapter for a particular project may apply to the City Council for: (a) a fee adjustment based upon a showing of substantial evidence of a lesser impact upon the level of service; or (b) a land use category adjustment based upon a showing of substantial evidence that another land use category is more appropriate for a particular development.; or (c) a fee adjustment based upon a substantial showing of evidence of increased site permeability, including but not limited to permeable surfaces, bioswales, or other stormwater infiltration features, that will reduce stormwater runoff and impacts to the City's existing drainage system. Any fee adjustment proposed pursuant to subsection (c) shall be subject to final review and approval by the Public Works Director. The written appeal and the applicable appeal fee must be filed with the City Clerk's Office prior to the issuance of building permit. The City Council shall establish the appeal fee by resolution. The appeal shall state in detail the factual basis for the request for adjustment.
- B. The City Council shall consider appeals submitted pursuant to subsections (A)(a) and (A)(b) at a public meeting to be held within 60 calendar days after the appeal application has been filed. Appeals submitted pursuant to subsection (A)(c) shall be reviewed by the Public Works Director, and such review shall be completed within 60 calendar days after the appeal application has been filed. The decision of the City Council or Public Works Director, as applicable, shall be final. The decision shall be in writing and shall be mailed to the applicant.
- C. If an adjustment is granted pursuant to this section, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, or removal or modification of the site permeability or stormwater infiltration features relied upon for the adjustment, shall invalidate the adjustment, and the applicant shall be subject to the development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change, expansion, removal, or modification, less any amount previously paid.
- D. If an adjustment is not granted pursuant to this section, then upon the payment of the required fees, the City shall provide the applicant a written notice of the amount

of the fees or a description of the dedications, reservations, or other exactions, and shall also provide notification that the 90-day protest period has begun, pursuant to Government Code Section 66020.

Section 3. 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 effect the provisions of this Ordinance.

Section 4. If any section, subsection, sentence, clause, phrase or portion 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 City Council of the City of Costa Mesa hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 5. The Mayor shall sign and the City Clerk shall certify the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

PASSED AND ADOPTED this 21st day of April 2026.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

THIS PAGE IS RESERVED FOR THE CITY CLERK’S OFFICE.

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 the above and foregoing Ordinance No. 2026-05 was duly introduced for first reading at a regular meeting of the City Council held on the 7th day of April 2026, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the 21st day of April, 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 21st day of April 2026.

Brenda Green, City Clerk



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 26-223

Meeting Date: 4/21/2026

TITLE:

AMENDMENT NUMBER THREE TO EXTEND THE TERM OF THE PROFESSIONAL SERVICES AGREEMENT WITH FALCK MOBILE HEALTH CORPORATION FOR AMBULANCE SERVICES

DEPARTMENT: COSTA MESA FIRE & RESCUE DEPARTMENT

PRESENTED BY: JASON PYLE, INTERIM FIRE CHIEF

CONTACT INFORMATION: JASON PYLE, INTERIM FIRE CHIEF 714-754-5155

RECOMMENDATION:

Staff recommends the City Council:

1. Approve Amendment Number Three to the Professional Services Agreement with Falck Mobile Health Corp (Previously known as Care Ambulance) to extend the term for the continuation of emergency ambulance operator and support services for two additional years from August 1, 2026 through July 31, 2028 for an amount not to exceed (NTE) \$5,020,000, with all other terms and conditions to remain the same as outlined in Amendment Number Two.
2. Authorize a ten percent (10%) contingency in the amount of \$502,000 for unforeseen costs.
3. Authorize the City Manager and the City Clerk to execute Amendment Number Three to the Professional Services Agreement (Attachment 1) and future amendments to the agreement within City Council authorized limits.

BACKGROUND:

Pursuant to California Health & Safety Code section 1797.201, because the City of Costa Mesa has provided and/or contracted for emergency ambulance services continuously at least since June 1, 1980, the City has retained all rights, remedies, and privileges regarding the provision, administration, and operational control of all prehospital Emergency Medical Services (EMS) within its jurisdiction, including, but not limited to, emergency ambulance response and patient transport services.

In accordance with its section 1797.201 powers, on December 20, 2017, the City initiated a competitive process by issuing a "Request for Proposals," coordinated by the Fire & Rescue Department, in which qualified ambulance companies were reviewed, analyzed, and compared. The Fire & Rescue Department chose to use the competitive process format outlined in California Emergency Medical Services Authority Publication #141 due to its efficiency, rather than developing a new format.

On July 17, 2018, the City Council accepted the proposal submitted by Care Ambulance Service, Inc. (now Falck Mobile Health Corp) and authorized the Fire & Rescue Department to negotiate an agreement for the provision of emergency ambulance operator and support services. The City and Care Ambulance Services entered into a Professional Services Agreement (the "Agreement") to allow for the provision of such services effective on August 1, 2018, for a period of five (5) years. The Agreement allows for five (5) one (1) year extensions of the term of the Agreement.

On July 18, 2023, the City and Falck Mobile Health Corp ("Falk") entered into Amendment Number One to extend the Agreement for a period of one (1) year to July 31, 2024.

Amendment Number Two utilized the second and third of the five one-year extensions of the Agreement and extended the Agreement to July 31, 2026.

The proposed Amendment Number Three utilizes the fourth and fifth of the five one-year extensions of the Agreement and extends the term of the Agreement to July 31, 2028. In addition, proposed Amendment Number Three, like Amendment Number Two, authorizes the City Manager to increase the Purchase Order (PO) by 10% if needed for additional services.

ANALYSIS:

The term of the Agreement set forth in Section 4.1 shall be extended for two years through July 31, 2028. The term for each fiscal year includes \$2,418,439 for ambulance operator services, with a remaining amount of \$91,561 for surge ambulances, for a total annual PO amount of \$2,510,000. An additional ten percent (10%) contingency in the amount of \$251,000 is available annually, if needed.

The terms set forth in Section 2.1 Compensation, Additional Expenses Surge Unit/ Ambulance EMT Crew (on as needed basis), will reflect the updated terms, as reflected in Attachment 4; \$300 per hour measured in 15-minute intervals at \$75 per 15 min. Billing to City for Surge Unit will begin when the requested Falck unit goes "en route" and should the assigned Falck unit be canceled within the first five (5) minutes of going "en route" then there will be no billing to the City. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect

From the commencement of the current Agreement until the present time, Falck has met and fulfilled all contractual obligations and requirements. In fact, the Fire & Rescue Department has determined that Falck has exceeded all expectations and helped foster a partnership that has been instrumental in maintaining Costa Mesa's high-quality EMS system. Based on its performance over the past six years, Falck has maintained a well-managed organization, staffed by dedicated personnel who care about its mission and the patients they serve.

Extending the agreement to July 31, 2028, will allow for emergency ambulance staffing to continue. Section 4.2 of the agreement allows the City to terminate the Agreement at any time with written notice to Falck if it is later determined that services will not be needed for the entire time period of the extension.

ALTERNATIVES:

Since Falck has met and satisfied the requirements and expectations of the Agreement, no other alternatives were considered.

FISCAL REVIEW:

The total cost for the two-year agreement extension, inclusive of a 10% contingency, is \$5,522,000. The City's ambulance services expenditure is included in the Fire & Rescue Department's General Fund budget (Fund 101). The Ambulance Program is net neutral to the General Fund with sufficient revenues from the program to offset the expenses.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and Amendment Number Three and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

The item supports the following City Council Goal:

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

CONCLUSION:

Based on the aforementioned reasons, the Fire & Rescue Department respectfully recommends that the City Council approve Amendment Number Three with Falck Mobile Health Corporation, for the continuation of emergency ambulance operator and support services until July 31, 2028, for an amount not to exceed (NTE) \$5,020,000, with all other terms and conditions to remain the same as outlined in Amendment Number Two; authorize a ten percent (10%) contingency in the amount of \$502,000 for unforeseen costs; and authorize the City Manager to execute this amendment and to approve any changes and future amendments to the Ambulance Services Agreement.

**AMENDMENT NUMBER THREE
TO PROFESSIONAL SERVICES AGREEMENT WITH
FALCK MOBILE HEALTH CORP (CARE AMBULANCE SERVICE)**

This Amendment Number THREE (“Amendment”) is made and entered into this 21st day of April 2026 (“Effective Date”) by and between the CITY OF COSTA MESA, a municipal corporation (“City”) and FALCK MOBILE HEALTH CORP., a California corporation, previously known as CARE AMBULANCE SERVICE, INC. (“Consultant”).

WHEREAS, City and Consultant entered into an agreement on August 1, 2018 for Consultant to provide Ambulance Operator Services (the “Agreement”); and

WHEREAS, Section 4.1 of the Agreement provides for a term of five (5) years, with the option to extend the Agreement for five (5) additional one (1) year periods; and

WHEREAS, City and Consultant entered into Amendment Number One to the Agreement on July 18, 2024 to extend the term for one (1) year, through July 31, 2024; and

WHEREAS, City and Consultant entered into Amendment Number Two on June 6, 2024 to extend the term of the Agreement for two (2) additional one (1) year extensions, through July 31, 2026; and

WHEREAS, City and Consultant desire to extend the term of the Agreement for two (2) additional one (1) year extensions.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Term of the Agreement set forth in Section 4.1 shall be extended for two years through July 31, 2028.
2. Authorize the City Manager to increase the PO by 10% if needed for additional services.
3. All other terms, conditions and provisions of the Agreement shall remain in full force and effect.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

CONSULTANT

Signature

Date: _____

Name and Title

CITY OF COSTA MESA

Cecilia Gallardo-Daly
City Manager

Date:

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Jason Pyle, Interim Fire Chief
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Jason Pyle
Interim Fire Chief

Date: _____

APPROVED AS TO PURCHASING:

Finance Department

Date: _____

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
CARE AMBULANCE SERVICE, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of August, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CARE AMBULANCE SERVICE, INC., a California corporation ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide ambulance operator services, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference. Contractor shall provide the services set forth herein in accordance with this Agreement, the requirements set forth in Exhibit A and all exhibits attached hereto, and all applicable local, state, and federal laws, rules, regulations, policies and procedures, including but not limited to the Costa Mesa Fire Department's Standard Operating Procedures.

(a) Contractor's Personnel.

- (i) Selection. All personnel providing services to the City pursuant to this Agreement shall be certified ambulance drivers. In selecting personnel to provide services to the City pursuant to this Agreement, Contractor shall first establish a list of qualified candidates. Once Contractor establishes a list of qualified candidates, City and Contractor shall work together to make the final selection of personnel that will provide services to the City, which may include, but is not limited to, resume review, interviews,

and meetings with station captains.

- (ii) Personnel Issues. The Battalion Chief and Contractor's representative shall work together to resolve any issues involving Contractor's personnel.
- (iii) Automobile Accidents. If Contractor's personnel are involved in an automobile accident while providing services hereunder, Contractor and City shall conduct separate investigations in accordance with their respective internal policies and procedures. City and Contractor shall combine the results of their investigations into a final report regarding such accident.

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

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

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

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

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their 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 or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and incorporated herein by this reference. Contractor's annual compensation shall not exceed One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years, ending on July 31, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by five (5) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. Either party may terminate this Agreement at any time, with or without cause, at any time, by providing thirty (30) days' written notice to the other party. The termination of this Agreement shall be deemed effective thirty (30) days from receipt of the notice of termination.

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

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

5.0. INSURANCE

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

- (a) Commercial general liability insurance, with a policy limit of not less than Ten Million Dollars (\$10,000,000.00) per occurrence and aggregate. The general liability policy shall protect against losses, including bodily injury, death and property damage, arising in connection with the performance of this Agreement.
- (b) Comprehensive business automobile liability insurance covering owned, non-owned, and hired vehicles, with a policy limit of not less than Five Million Dollars (\$5,000,000.00), combined single limits, per occurrence, for bodily injury and property damage. Such insurance shall include coverage for City-owned and Contractor-owned vehicles operated by Contractor's personnel in connection with this Agreement.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional liability insurance, which shall include ambulance medical malpractice coverage, with a policy limit of not less than Ten Million Dollars (\$10,000,000.00) per occurrence. For any policy written on a "claims made" basis, Contractor shall maintain said policy in full force and effect during the term of this Agreement and for a period of at least three (3) years from the termination of this Agreement. In the event of termination, cancellation, or material change of the policy during this period, Contractor shall obtain continuing insurance coverage for the prior acts or omissions of Contractor during the course of performing services pursuant to this Agreement. Such coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining a separate extended "tail" coverage with the present or new insurance carrier. Contractor shall provide evidence of such coverage to the City.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONTRACTOR:

Care Ambulance Service, Inc.
1517 W. Braden Court
Orange, CA 92868
Tel: (714) 288-3800
Attn: Troy Hagen

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5603
Attn: Jason Pyle

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

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

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

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

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

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

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

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors

providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

6.15. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to

Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired,

which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CONTRACTOR

Signature

Date: _____

[Name and Title]

Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Thomas Hatch
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Thomas Duarte
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Jason Pyle
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Daniel Stefano
Fire Chief

Date: _____

APPROVED AS TO PURCHASING:

Colleen O'Donoghue
Assistant Finance Director

Date: _____

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK FOR AMBULANCE OPERATOR SERVICES

A. Introduction to Scope of Work

1. Authority

The core function of local government is to provide for the essential needs of the community it serves, which includes firefighting/rescue and ambulance/Emergency Medical Services (EMS) that are critical to the protection and preservation of life, health, and property (California Government Code, Title 5, Division 2, Part 1, Section 54980). This Request for Proposals (RFP) was authorized by the Fire Chief of the City of Costa Mesa Fire & Rescue Department (CMF&R) pursuant to the City of Costa Mesa's Section 54980 powers, and also according to the City's sovereign and absolute authority over the provision, administration, and operational control of all prehospital EMS within its jurisdiction including, but not limited to, emergency ambulance response and patient transport services at both the Basic Life Support and Advanced Life Support levels, pursuant to Section 1797.201 of the California Health & Safety Code (Division 2.5, Chapter 4, Article 1).

2. History

CMF&R has a rich history of protecting the citizens of Costa Mesa that formally began in 1956 when it became an official Fire Department staffed by professional firefighters. Along with all the other myriad critical functions performed by CMF&R, in 1975 the Paramedic Program was implemented along with the deployment of the City's first Rescue Ambulance staffed by Firefighter-Paramedics. Since that time, CMF&R has continuously adapted to changing community and operational needs by utilizing public-private partnerships with various ambulance companies, while at all times maintaining complete administrative and operational control over those companies regarding the ambulances operating within the City's jurisdiction and/or as part of the City's EMS System according to its authority and duty under sections 54980 and 1797.201.

3. Mission

One of the many critical functions of CMF&R is the provision of prehospital EMS. The primary mission of CMF&R EMS is to optimize patient outcome by providing superior quality prehospital care in a proficient and compassionate manner. In furtherance of this goal, it is imperative that all aspects of the Costa Mesa EMS system and the patient "continuum of care" function as effectively and as efficiently as possible. The transportation of patients with medical emergencies from the incident scene to the appropriate emergency receiving center is one of the most important aspects of the EMS system and continuum of care. Therefore, all requirements and conditions listed in this document are written with the specific intent to ensure the most optimal emergency ambulance transportation system possible based on the following parameters:

- a. **Patient Care** - Superior patient care provided proficiently and compassionately by Paramedics and EMTs who conduct themselves with integrity and humility.
- b. **Resource Utilization** - Deployment of resources in a manner that is operationally efficient and maximally effective in achieving the best patient outcomes practical.
- c. **System Adaptability** - Maximum flexibility for ongoing adaptation to the rapid changes in EMS/prehospital care specifically, and community health and safety generally.
- d. **Fiscal Prudence** - Fair and reasonable cost recovery plan with a compassionate billing and collection policy that achieves an enhanced level of service and more efficient deployment model without increasing costs to the local taxpayer.

4. Philosophy

This RFP is an official and legal document written by CMF&R in our solemn role as advocates for, and protectors of, the citizens of Costa Mesa. It is important to know that, notwithstanding the strict standards and requirements enumerated, it is our sincere desire and intent to work with the prevailing organization in the spirit of friendship, cooperation, and mutual respect, and with sensitivity to its needs, interests, and concerns, as we strive together to provide the highest quality prehospital care possible.

5. Consultant

The City has contracted with A.P. Triton, LLC, as the primary and sole consultant to facilitate the administration of this RFP process due to their experience and expertise in the EMS industry with ambulance transportation and billing issues, RFP processes, and prehospital care generally as a vital component of our nation's healthcare system.

6. Scope of Work Overview

The City is soliciting proposals from qualified organizations to contract for the provision of ambulance operator staffing services, and ambulance transportation related services, for the Costa Mesa Fire & Rescue Department in furtherance of its EMS mission. All ambulance services described in this RFP document and Scope of Work refer only to *ground* ambulance services. CMF&R desires to staff three (3) 24-hour units with dedicated EMTs provided by Contractor. The City intends to bill and collect for all services provided by Contractor. The City shall provide city-owned ambulances for Contractor's EMTs to operate. The Scope of Work to be provided by Contractor may be categorized into four (4) service tiers:

- a. **First Tier Service: Ambulance Operators**
- b. **Second Tier Service: Reserve Ambulances**

- c. **Third Tier Service: Surge Plan**
- d. **Fourth Tier Service: Mutual Aid**

B. Terminology – The terminology and definitions listed below are for use in this Scope of Work section exclusively and, therefore, may have different meanings than used or defined elsewhere.

ALS – Advanced Life Support. Paramedics are authorized to provide this higher level of care.

BLS – Basic Life Support. Both EMTs and Paramedics can provide this level of care.

CITY – The municipal government agency that humbly serves the citizens of Costa Mesa.

CMCC – Costa Mesa Communications Center. Dispatches Fire & Police for the City.

CMF&R – Costa Mesa Fire & Rescue Department.

CONTRACTOR – The organization that is selected and awarded a contract to provide the services (Scope of Work) described in this RFP document. Used interchangeably and synonymously with “Proposer” depending on the context.

EMS – Emergency Medical Services. Usually refers to the prehospital environment.

EMT – Emergency Medical Technician. State-certified to provide BLS level care.

AO – Ambulance Operator. An EMT employed by Contractor who is assigned to a CMF&R Rescue Ambulance.

MICP – Mobile Intensive Care Paramedic. State licensed to provide BLS *and* ALS level care.

OCEMS – Orange County Emergency Medical Services Agency.

PROPOSER – An organization that submits a proposal and competes in the RFP process. Used interchangeably and synonymously with “Contractor” depending on the context.

RESCUE AMBULANCE – An apparatus owned by the City and controlled by CMF&R that is capable of transporting patients with medical emergencies. Some Rescue Ambulances may be staffed by CMF&R Firefighter Paramedics, and some may be staffed by Contractor’s EMTs (known as AOs: Ambulance Operators), based on the Department’s operational needs.

RFP – The “City of Costa Mesa Request for Proposal for Ambulance Operator Services” (i.e., this document).

PROPOSAL – The official response to this RFP by an organization that is competing in the RFP process that usually refers to a Proposer’s formal written responses, but may also refer more broadly to all statements, materials, and actions by a Proposer as part of the official RFP process (e.g., Oral Presentation statements, compliance with RFP process procedural requirements, etc.)

C. General Requirements

1. Performance Expectations – Contractor shall perform all contractual services in accordance with both the letter and spirit of all requirements, conditions, specifications, expectations, and other parameters delineated in the contract, to the complete satisfaction of CMF&R. All statements made and actions taken by Contractor in the execution of contractual obligations shall be done in a prudent, professional, and courteous manner that supports and/or advances CMF&R’s EMS mission of optimizing patient outcome by providing superior quality patient care with proficiency and compassion. Most important, Contractor decision making and conduct shall always be guided by and reflect only the highest ethical standards, comport with the principles of fairness and equal justice, and demonstrate respect and dignity for all human beings.
2. Contract Performance Costs – Unless otherwise indicated, all expenses necessary to meet RFP/contract requirements and/or perform contractual services and obligations will be paid solely by Contractor.
3. Contract Performance Standards – During the contract period, Contractor will be responsible for ensuring that all facilities, properties, vehicles, materiel, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations are in good condition, fully functional, and maintained in a clean, orderly, and organized manner.
4. Inter-Agency Communications – Contractor shall designate one person as its official liaison to CMF&R who will serve as the primary contact and interface, and whose office shall be in Orange County, as close to Costa Mesa as practical. In order to foster teamwork and efficiency, it is imperative that there be an outstanding working relationship and excellent communications between agencies and agency liaisons.
5. Field Supervisor – Contractor shall ensure that, during each 24-hour shift, there is a designated Field Supervisor, stationed within Costa Mesa or at another location within Orange County as close to Costa Mesa as practical, who is immediately available by mobile phone and/or 800 MHz radio to the on-duty Battalion Chief or designee at all times during the shift. The Field Supervisor shall be able to respond to any incident within 20 minutes of being requested by CMF&R. All Field Supervisors must be qualified and capable of implementing and operating within the Incident Command System including the county MCI plan as well as all other OCEMS protocols.

6. Legal Compliance – Contractor shall ensure that ambulance personnel have sufficient understanding of, and are at all times in compliance with, all applicable EMS-related laws (federal, state, local), including, but not limited to: 1) California Health & Safety Code, Division 2.5; 2) California Code of Regulations, Title 22, Division 9, Chapter 2; and 3) California Vehicle Code.
7. Protocols Compliance – Contractor shall ensure that ambulance personnel comply with all OCEMS and CMF&R protocols (i.e., official rules, policies, procedures, standing orders, guidelines, etc.), as well as Contractor’s internal protocols. Contractor, including any individual ambulance operator, shall immediately bring to the attention of CMF&R any protocol that appears to conflict with other protocols in order to reconcile the inconsistency, contradiction, and/or ambiguity.
8. Time Standards – The Agreement issued as a result of this RFP will include a one hundred percent (100%) compliance to the response time standards specified to all areas of the City and its operational areas.
9. Equality of Care – Contractor shall provide all services in the Scope of Work without regard to the patient's national origin, ethnicity, color, religion, sexual orientation, gender, age, insurance status, or ability/inability to pay. Any violation of this policy will be deemed a major breach and grounds for immediate contract termination.
10. CQI Plan – Contractor shall develop and maintain a comprehensive and relevant Continuous Quality Improvement plan and system that compliments and interfaces with CMF&R’s CQI plan / quality management system
11. Continuing Education – Contractor shall ensure that relevant and frequent education and training courses are offered to assist field personnel in maintaining certification/licensure as defined in California Code of Regulations Title 22, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the Quality Assurance / Continuous Quality Improvement.
12. Pilot Programs / Research Projects – Contractor shall participate in all OCEMS-approved pilot programs or research projects as requested by CMF&R. Contractor agrees that their participation shall entail no additional cost to the City. Contractor further agrees that services provided under pilot programs or research projects shall be in addition to the other services described herein.
13. Comprehensive & Responsive Proposal – Proposals should fully demonstrate and explain how the Proposer would meet all the requirements and expectations specified in the RFP document, including the Scope of Work and all other attachments and addendums. Although many items in this RFP document will have express language such as “proposals shall include...,” Proposers should not infer that just because such similar language is absent regarding other items that they can omit explanations of how they would satisfy the letter or intent of those items.
14. Incorporation by Reference – The Proposal submitted in response to this RFP will be retained and will be incorporated and referenced, and made a part of the

final Agreement, except that in the case of any conflicting provisions, the provisions contained in the final Agreement shall prevail.

15. Consultant Fees – Reimbursement for the Consultant utilized by CMF&R for the development and implementation for this RFP process shall not exceed \$100,000.

D. First Tier Services: AMBULANCE OPERATORS

1. **General** – Contractor shall provide staffing for three (3) CMF&R Rescue Ambulance units for each 24-hour shift, 365 days per year, for a total of 26,280 yearly unit hours. Contractor shall ensure that all three Rescue Ambulances are at all times staffed by two (2) Emergency Medical Technicians (EMTs).
 - a. The Proposal shall describe the staffing model(s) that will be used to meet the minimum number of unit hours required. The Proposal shall include staffing models of 24-, 12-, and 8-hour shifts, and any additional innovative approaches that would meet the minimum number of unit hours required. Proposer shall provide a breakdown of salaries and benefits for each model to ensure compliance with state and federal labor laws.
2. **AO Eligibility & Selection Criteria** – The Proposal shall describe the specific **criteria** that will be used to determine which EMTs are qualified to become a AO, and also the specific **process** by which qualified EMTs would be selected for assignment to a CMF&R Rescue Ambulance.
 - a. Staffing Principles – Contractor shall take all necessary steps, and make all reasonable efforts, to ensure that the EMTs on its AO eligibility list are well qualified, sufficiently experienced, proven reliable and responsible, and who possess the interpersonal characteristics and skills necessary for them to function effectively as part of the CMF&R team.
3. **Credentials Tracking & Renewal** – The Proposal shall describe the system that will be used to monitor expiration dates of required credentials for all AOs to prevent lapses in certification, and to facilitate the renewal process. Contractor shall be responsible for ensuring that all AO credentials—including, but not limited to, state EMT certification and OCEMS accreditation—are renewed in a timely manner. AOs with expired/lapsed credentials will be deemed a major breach and grounds for immediate contract termination.
4. **Cognitive & Psychomotor Proficiency** — The Proposal shall describe the education and training system that will be used to ensure that all EMTs employed by Contractor—AOs and otherwise—maintain proficiency in all relevant BLS-level clinical skills and knowledge, including all applicable OCEMS protocols.
5. **General Employment Policies**
 - a. Employee Wellness & Personnel Assistance Resources – The Proposal shall describe in detail the Proposer’s Employee Wellness & Personnel Assistance programs and/or resources.

- b. Criminal Background Check – Contractor shall comply with state EMS Authority and OCEMS criminal history check requirements for all of its employees who work in Orange County as EMTs. Contractor shall contact all references given on applications, including but not limited to, any former EMS employers.
- c. Physical Fitness Testing & Training – The Proposal shall describe any physical fitness testing or training used as part of the initial hiring process and/or ongoing health maintenance.
- d. Medical Examination / Health Screening – The Proposal shall describe the specific process used for pre-employment and/or ongoing screening.
- e. OCEMS Protocols – The Proposal shall describe the process used to ensure that all ambulance personnel—AOs and otherwise—are sufficiently knowledgeable and proficient in all relevant OCEMS protocols.
- f. Driver History – Contractor shall require all ambulance driver candidates in its employ to submit a current California Department of Motor Vehicles Driving Record Report as requested by CMF&R. Contractor shall utilize the California Department of Motor Vehicles Pull Notice Program for all ambulance personnel in its employ.
- g. Driver Training Program – Contractor shall require all ambulance personnel in its employ to successfully complete an approved emergency ambulance driver- training program to ensure that ambulances are operated in a legal and safe manner. The driver-training program should be designed to verify driving proficiency upon hire and at reasonably spaced periodic intervals. The driver program shall meet or exceed industry standards. Contractor shall ensure that its vehicles are at all times operated in a safe manner.
- h. Vehicle & Equipment Familiarity – Contractor shall ensure that all EMTs who staff any ambulance are thoroughly familiar with all aspects of vehicle operation, and the location and use of all on-board equipment and supplies. This includes all aspects regarding the use of the MED-10 radio.
- i. Recruitment & Retention – It is very important that Contractor attracts the highest quality EMTs in the industry as possible. The Proposal must describe Proposer’s compensation and benefits plans and provide at least a general indication as to how the plans compare to the other similar organizations in the county in terms of attracting and retaining EMTs. The Proposal must also describe Proposer’s recruitment strategy.

6. Uniforms & Personal Protective Equipment

- a. Uniforms – AOs shall wear uniforms that are selected by CMF&R for the exclusive use by AOs when functioning as an on-duty AO on a CMF&R Rescue Ambulance. AO uniform requirements may be changed

at any time during the duration of the contract at the sole discretion of the Fire Chief.

- b. Personal Protective Equipment (PPE) – Contractor shall ensure that AOs have the appropriate PPE that meets national safety standards for EMS personnel, to include helmet, reflective vest, brush jacket, leather gloves, eye protection, and ear/hearing protection.
- c. Portable 800 MHz Radios – Contractor shall be responsible for, and bear all costs regarding, the provision of portable OCEMS-system compatible 800 MHz radios for each on-duty AO to enable AOs to communicate with CMF&R personnel for safety and operational reasons. Due to the importance of safety and good team communications, portable 800 MHz radios will be deemed part of the uniform for on-duty AOs.
- d. Costs – Contractor or their employees shall bear all uniform and PPE related costs except where specified otherwise, including cleaning, maintenance, repair, and replacement. Before commencement of the contract period, CMF&R and Contractor will mutually agree on the specific brand/model/type of PPE to be used.

7. **AO Appearance & Behavior**

- a. CMF&R Policies/Procedures – Contractor shall ensure that AOs adhere to all relevant CMF&R policies/procedures regarding appearance and behavior. CMF&R will provide Contractor copies of all relevant CMF&R policies/procedures before commencement of the contract period to give Contractor adequate time for the selection, assignment, and preparation of AOs.
- b. General Appearance – Contractor shall ensure that AOs at all times look and act in a professional manner to instill confidence in the citizens we serve, and to preserve the reputation of CMF&R, the City of Costa Mesa, and the Fire Service/EMS profession generally.
- c. Grooming & Hygiene – AOs shall be clean and well groomed at all times while on-duty or otherwise representing CMF&R, and exercise good personal hygiene habits in accordance with CMF&R policies, procedures, and standards.
- d. Mental Alertness – AOs shall report for duty well rested, alert, and not under the influence of any substance, legal or illegal, that may impair their judgment and/or performance.
- e. Physical Fitness – AOs shall keep themselves at a level of physical fitness sufficient to ensure they are capable of performing all the physical functions expected of an EMT and Ambulance Operator.
- f. Conduct – AOs shall always act in a safe, professional, and courteous manner.

- g. Advocacy – AOs are deemed part of the Costa Mesa EMS system, and are therefore expected to always act in the best interests of the Costa Mesa EMS system and the patients who depend on us.

8. Facilities

- a. Ambulance Station / Crew Quarters – The Proposal shall describe in detail the facilities that will be used to comply with the terms of the contract and the delivery of the services.
- b. Security – The Proposal shall describe the security plan/measures that will be used to adequately protect the personnel, equipment, supplies, and Rescue Ambulances while in quarters.
- c. Inspections – The on-duty Battalion Chief or designee will have the authority, but not the obligation, to inspect all facilities, properties, vehicles, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations. Contractor refusal to permit such an inspection will be deemed a major breach and grounds for immediate contract termination.

9. Operations

- a. Dispatch – Contractor shall be solely responsible for obtaining, installing, and maintaining a ring-down telephone system as needed that directly links CMCC to all AO crews, and will be solely responsible for all installation, maintenance, repair, and other related costs necessary to ensure that the line remains operational at all times.
- b. Incident Command & Patient Authority – Responsibility for patient care and authority to make assessment, treatment, and/or transport decisions vests with CMF&R personnel (Paramedics particularly, if on scene). AOs will work under the direction of the CMF&R Captain/Incident Commander and/or the Paramedics in charge of the patient and/or incident. AO actions should be in support of, and consistent with, CMF&R efforts, and AOs should respond to the directions of CMF&R personnel in a positive and affirmative manner.

- 10. **Time Standards** – The following ground ambulance time standards must be met at a compliance rate of at least 90% (fractile) by AO crews. Monetary penalties will be applied for non-compliance with time standards.

ALARM to ENROUTE INTERVAL, 07:00 - 20:00	≤ 1 minute
ALARM to ENROUTE INTERVAL, 20:00 - 07:00	≤ 2 minutes
ENROUTE to ON SCENE INTERVAL, CODE-3	≤ 10 minutes
ENROUTE to ON SCENE INTERVAL, CODE-2	≤ 15 minutes

E. Second Tier Services: RESERVE AMBULANCES

1. **Reserve Ambulances** – There will be times when CMF&R Rescue Ambulances staffed by AOs must be taken out of service for mechanical problems, routine maintenance, operational needs, or other various reasons. During these situations, Contractor must be able to immediately provide a fully operational emergency ambulance for any single or all AO crews until their City-owned Rescue Ambulance is put back into service.
 - a. The Proposal shall describe the capacity and plan for providing reserve ambulances in these situations.
2. **Vehicle Specifications** – The Proposal shall describe the specific vehicles that will be used as reserve ambulances for CMF&R
3. **Minimum Required Equipment / Supplies / Inventory**
 - a. On-Board 800 MHz Radio - Each reserve ambulance shall be equipped with an on-board 800 MHz radio.
 - b. Automatic Vehicle Locator (AVL) System – Each reserve ambulance shall be equipped with AVL hardware and software / GPS system that interfaces with CMCC / CMF&R.
 - c. Headset Communication System – Each reserve ambulance shall have a headset communication system that provides hearing protection during Code-3 transports and allows for communication between the ambulance driver (1 headset), and at least two CMF&R EMTs or Paramedics in the patient compartment (2 headsets).
 - d. Medical Equipment & Supplies Inventory – Contractor shall ensure that the medical equipment and supplies inventory of all reserve ambulances complies with OCEMS protocols.
 - e. Standardized Inventory – The Proposal shall describe the plan/system to ensure standardization of EMS equipment and supplies of rescue ambulances with the EMS equipment and supplies used by CMF&R.
 - f. Ambulance Supplies Restock System – Contractor shall be responsible for, and pay all costs in furtherance of, ensuring that all reserve ambulances are at all times equipped and supplied with the minimum required inventory. The Proposal shall describe the supply/restock system generally and explain how reserve ambulances will be restocked specifically.
4. **Maintenance & Repair**– Contractor shall be responsible and bear all costs for all routine preventive maintenance and repairs of reserve ambulances. Contractor shall adhere to its maintenance and maintenance records plan during the contract period. Disruption in service due to Contractor's non-compliance with the maintenance plan will be considered a major breach and grounds for immediate contract termination.

- a. The Proposal shall describe the maintenance plan, vehicle service records system, and mechanism for allowing CMF&R to inspect vehicle service records.

5. **Vehicle Replacement**

- a. General Replacement Policy - Whenever a reserve ambulance must be taken out of service for any reason (including mechanical failure and scheduled preventive maintenance) and for any length of time (temporarily or permanently), Contractor shall ensure that a replacement ambulance is immediately provided that meets the same requirements/specifications.
- b. The Proposal shall describe the replacement ambulance plan, including the designations (unit number) and specifications and mileage of the planned replacement ambulances.

F. **Third Tier Services: SURGE PLAN**

1. **Surge Capacity Defined** – For purposes of this RFP and subsequent Agreement with the prevailing Proposer, Surge Capacity is defined as the maximum delivery of emergency ambulance response and transportation services that the City of Costa Mesa EMS System is capable of providing when all of its available and potential resources are mobilized. Both CMF&R and Contractor must have plans in place to handle routine foreseeable surge situations (e.g., during periods of heavy call volume, including isolated Multiple Casualty Incidents), as well as larger scale sudden disaster situations or major Multiple Casualty Incidents affecting multiple EMS jurisdictions at the county or state levels.
2. **Surge Plan** – The Proposal shall describe the Surge Plan in all details, including additional costs, if any, and how those costs would be calculated.
3. **Vehicle Specifications** – Contractor may use any ambulance in its fleet for surge purposes so long as it meets or exceeds the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of Transportation, and the Orange County EMS Agency. Ambulances used for surge purposes do not necessarily have to be Type III Dual Rear Wheel vehicles (i.e., they may be Type I, II, or III).
4. **Minimum Required Equipment / Supplies / Inventory**
 - a. On-Board 800 MHz Radio – Surge ambulances shall be equipped with an on- board 800 MHz radio
 - b. Medical Equipment & Supplies Inventory – Contractor shall ensure that the medical equipment and supplies inventory of all surge ambulances complies with OCEMS protocols.
 - c. Ambulance Supplies Restock System – Contractor shall be responsible for, and pay all costs in furtherance of, ensuring that all surge ambulances are at all times equipped and supplied with the minimum required inventory.

- i. The proposal shall describe Proposer's supply/restock system and explain its plan for restocking surge ambulances.
 - ii. Since CMF&R desires to have as standardized an inventory as possible between agencies, Proposer has the option of describing in the proposal any recommendation it may have to utilize CMF&R's main supplier (Bound Tree), and/or create a mechanism to restock from CMF&R's EMS Central Supply and reimburse CMF&R accordingly, and/or any other reasonable and creative idea. Such recommendations will be considered by CMF&R, but not necessarily implemented.
5. **Special Events** – CMF&R will sometimes utilize its AO-staffed Rescue Ambulances for non-emergency purposes that will normally be scheduled in advance on the CMF&R Master Calendar (e.g., sports, community education, training, etc.). During these special events, Contractor shall provide a backup ambulance and crew for the duration of the event, to cover for the Rescue Ambulance involved and allow them to participate without interruption, provided CMF&R gives Contractor sufficient advance notice. Rescue Ambulance crews participating in these events will be considered "in color," which is a state of conditional availability that means they should not be dispatched to respond to an incident unless requested by the on-duty Battalion Chief.
6. **Exclusivity Exception** – Contractor will be the exclusive provider of all surge/backup emergency ambulance services for CMF&R except in exigent and extenuating circumstances when, in the sole discretion of CMF&R personnel, it is in the patient's best interest to be transported by alternative means, which may include another ambulance company.
7. **Data Collection & Reporting** – Contractor shall track all relevant data from all surge/backup ambulance responses initiated by CMCC/CMF&R. Contractor shall prepare and submit a report (electronic/e-mail preferred) to CMF&R on a quarterly basis. Before commencement of the contract period, CMF&R and Contractor will meet to discuss and agree on the reporting format and the specific information to be included. Each quarterly report shall include, but not necessarily be limited to, the following:
 - a. Individual Incident Data (for each incident in a given 3-month period) – Date, CMF&R Incident Number, Ambulance Unit Number (indicate if another ambulance company was used), 911 Call Time, Alarm Time, Enroute Time, On Scene Time, At Patient Time, Scene Departure Time, At Hospital Time, Transfer of Care Time, Available Time, Alarm to Enroute Interval Time, Enroute to On Scene Interval Time.
 - b. Quarterly Incident Totals Data (includes all incidents during a given 3-month period) – Dispatches, Responses Upgraded to Code 3, Responses Cancelled Enroute, Ambulance Crew First At Patient (prior to CMF&R arrival), Dry Runs (arrived on scene but no transport), Resident BLS Transports, Resident ALS Transports, Non-Resident BLS Transports, Non-Resident ALS Transports, Responses Meeting Alarm to Enroute Interval Time Standard, Responses Exceeding Alarm to Enroute Interval Time

Standard, Responses Meeting Enroute to On Scene Interval Time
Standard, Responses Exceeding Enroute to On Scene Interval Time
Standard.

G. Fourth Tier Services: MUTUAL AID

1. **Mutual Aid Plan** – Contractor shall enter into an Agreement with a separate organization that is licensed, qualified, and capable of providing emergency ambulance response and transportation services for situations when there are no CMF&R or Contractor ambulances available. The Agreement between Contractor and the separate organization must be approved by the City before it may commence.

a. The Proposal shall describe the Mutual Aid plan/system in detail.

EXHIBIT B
CONTRACTOR'S PROPOSAL

EXHIBIT C
FEE SCHEDULE

FEE SCHEDULE

Compensation Package

	New Employee	After 2 Years Employment	After 5 Years Employment
Hourly Wage	Lowest \$ <u>13.25</u> h/r	Lowest \$ <u>13.72</u> h/r	Lowest \$ <u>14.16</u>
(Straight Time)	Highest \$ <u>13.50</u> h/r	Highest \$ <u>13.97</u> h/r	Highest \$ <u>14.38</u>
	Median \$ <u>13.25</u> h/r	Median \$ <u>13.72</u> h/r	Median \$ <u>14.16</u>

Average number of hours per week for full time employee: 56

Average gross earning per year for full time employee: \$47,125

Paid Vacation	<u>\$1,166</u> days/year	<u>\$1,756</u> days/year	<u>\$2,379</u> days/year
Paid Holiday	<u>11</u> days/year	<u>11</u> days/year	<u>11</u> days/year
Sick Leave Paid	<u>N/A</u> days/year	<u>N/A</u> days/year	<u>N/A</u> days/year

Continuing Ed. N/A hours/year N/A hours/year N/A hours/year

Uniform Allowance \$ 1,000 /year \$ 1,000 /year \$ 1,000 /year

Tuition Reimbursement \$ 0 /year \$ 0 /year \$ 0 /year

Health Care

Medical 80 % covered 80 % covered 80 % covered
\$ 1,400 deductible \$ 1,400 deductible \$ 1,400 deductible

Optical 0 %covered 0 %covered 0 %covered

Dental 0 %covered 0 %covered 0 %covered

Stock Options N/A

Profit Sharing N/A

Day Care Services N/A

Career Development N/A

Pension Plan ER Match 6% of annual gross wages

Proposed Operating Budget

Expenses

Personnel

EMT's		
Wages	\$ 918,000 (2018 wage rates)	
Benefits	\$ 275,000	
Other Personnel		
Wages	\$ N/A	
Benefits	\$ N/A	
Subtotal		\$ 1,193,000

Vehicles

Gasoline	\$ N/A	
Repair and Maintenance	\$ N/A	
Equipment lease/depreciation	\$ N/A	
Subtotal		\$ N/A

Medical Equipment/Supplies

Supplies	\$ N/A	
Equipment lease/depreciation	\$ N/A	
Maintenance and Repair	\$ N/A	
Subtotal		\$ N/A

Other

Rents and leases	\$ N/A	
Insurance	\$ 92,000	
Utilities and telephone	\$ N/A	
Office supplies and postage	\$ N/A	
Professional services	\$ N/A	
Taxes	\$ N/A	
Uniforms	\$ 15,000	
Admin	\$ 285,000	
Overhead	\$ 182,000	
Subtotal		\$ 574,000

Total Operating Expenses **\$ 1,767,000.00**

Additional Expenses

(1) Reserve Ambulances (on as-needed basis)

Hourly cost of a Reserve Unit/Ambulance, 4 hour minimum \$25.00 per hour

If City requires the use of a Reserve Unit/Ambulance, City shall pay Contractor for such use as follows:

- 0-60 days aggregate= \$0 hourly rate
- 60-90 days aggregate= 50% of Contractor's hourly rate
- 90+ aggregate days=100% of Contractor's hourly rate

(2) Surge Unit/Ambulance EMT Crew (on as-needed basis)

Hourly cost of a Surge Unit/Ambulance EMT Crew, 1 hour minimum \$115.00 per hour

Billing to City for a Surge Unit/Ambulance EMT Crew shall begin when City places a call to Contractor requesting Surge Unit/Ambulance EMT Crew assistance, as determined by City's time stamp of such request. Total billing to City for such assistance shall be calculated from the time City makes the request for assistance until completion of the call for which City requested assistance, as determined by City's time stamps for such call.

(3) Long-Term Front-Line Ambulance Usage

In the future, if City desires to utilize an ambulance from Contractor's fleet as a front-line ambulance on a long-term basis in lieu of replacing a City ambulance, City shall pay to Contractor a monthly rate for such use, which shall be calculated based upon a five-year straight-line depreciation for such ambulance plus eight percent (8%).

(4) Temporary Housing of Station 1 Personnel

If construction of Station 1 is not completed prior to the Effective Date of this Agreement, Contractor shall house Contractor's personnel assigned to Station 1 until Station 1 is completed and operational. Contractor shall provide such housing for up to sixty (60) days from the Effective Date of this Agreement at no cost to the City. If Station 1 is not operational within sixty (60) days from the Effective Date of this Agreement, City shall pay to Contractor housing costs for the Station 1 personnel as follows:

- \$3,833 per month

The monthly rate set forth herein is inclusive of all costs associated with housing Contractor's personnel assigned to Station 1, including but not limited to rent and utilities. The monthly rate charged to City shall be pro-rated based upon the number of days housing is required for the Station 1 personnel.

EXHIBIT D
CERTIFICATES OF INSURANCE

EXHIBIT E
CITY COUNCIL POLICY 100-5

**Falck Mobile Health (Care Ambulance Service)
Operating Budget for City of Costa Mesa
Three 24-hr units staff only**

<u>Expenses</u>		7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026
<u>Personnel</u>			
EMT's			
	Wages	<u>\$1,351,047</u>	<u>\$1,391,578</u>
	Benefits	<u>\$499,768</u>	<u>\$518,223</u>
Other Personnel			
	Wages	<u>N/A</u>	<u>N/A</u>
	Benefits	<u>N/A</u>	<u>N/A</u>
Subtotal		<u>\$1,850,815</u>	<u>\$1,909,801</u>
<u>Vehicles</u>			
Gasoline		<u>N/A</u>	<u>N/A</u>
Repair and Maintenance		<u>N/A</u>	<u>N/A</u>
Equipment lease/depreciation		<u>N/A</u>	<u>N/A</u>
Subtotal		<u>N/A</u>	<u>N/A</u>
<u>Medical Equipment/Supplies</u>			
Supplies		<u>N/A</u>	<u>N/A</u>
Equipment lease/depreciation		<u>N/A</u>	<u>N/A</u>
Maintenance and repair		<u>N/A</u>	<u>N/A</u>
Subtotal		<u>N/A</u>	<u>N/A</u>
<u>Other</u>			
Rent and lease		<u>N/A</u>	<u>N/A</u>
Insurance		<u>\$115,000</u>	<u>\$115,000</u>
Utilities and telephone		<u>N/A</u>	<u>N/A</u>
Office supplies and postage		<u>N/A</u>	<u>N/A</u>
Professional services		<u>N/A</u>	<u>N/A</u>
Taxes		<u>N/A</u>	<u>N/A</u>
Uniforms		<u>\$19,200</u>	<u>\$19,200</u>
Admin		<u>\$199,169</u>	<u>\$199,169</u>
Overhead		<u>\$175,269</u>	<u>\$175,269</u>
Subtotal		<u>\$508,638</u>	<u>\$508,638</u>
<u>Total Operating expenses</u>		<u>\$2,359,453</u>	<u>\$2,418,439</u>

Additional Expenses

(1) Reserve Ambulances (on as-needed basis)

Hourly cost of a Reserve Unit/Ambulance, 4 hour minimum \$25.00 per hour

If City requires the use of a Reserve Unit/Ambulance, City shall pay Contractor for such use as follows:

- 0-60 days aggregate= \$0 hourly rate
- 60-90 days aggregate= 50% of Contractor's hourly rate
- 90+ aggregate days=100% of Contractor's hourly rate

(2) Surge Unit/Ambulance EMT Crew (on as-needed basis)

Hourly cost of a Surge Unit/Ambulance EMT Crew, 1 hour minimum \$300.00 per hour**

Billing to City for a Surge Unit/Ambulance EMT Crew shall begin when City places a call to Contractor requesting Surge Unit/Ambulance EMT Crew assistance, as determined by City's time stamp of such request, in accordance with 1.2 below. Total billing to City for such assistance shall be calculated from the time City makes the request for assistance as outlined in 1.2 and 1.3 below and determined by City's time stamps for such call.

- 1.1 **\$300.00 per hour measured in 15-minute intervals at \$75.00 per 15min.
- 1.2 Billing to City for Surge Unit will begin when the requested Falck unit goes "enroute".
- 1.3 Should the assigned Falck unit be canceled within the first Five (5) minutes of going "enroute" then there will be no billing to the City.

(3) Long-Term Front-Line Ambulance Usage

In the future, if City desires to utilize an ambulance from Contractor's fleet as a front-line ambulance on a long-term basis in lieu of replacing a City ambulance, City shall pay to Contractor a monthly rate for such use, which shall be calculated based upon a five-year straight-line depreciation for such ambulance plus eight percent (8%).

(4) Temporary Housing of Station 1 Personnel

If construction of Station 1 is not completed prior to the Effective Date of this Agreement, Contractor shall house Contractor's personnel assigned to Station 1 until Station 1 is completed and operational. Contractor shall provide such housing for up to sixty (60) days from the Effective Date of this Agreement at no cost to the City. If Station 1 is not operational within sixty (60) days from the Effective Date of this Agreement, City shall pay to Contractor housing costs for the Station 1 personnel as follows:

- \$3,833 per month

The monthly rate set forth herein is inclusive of **all** costs associated with housing Contractor's personnel assigned to Station 1, including but not limited to rent and utilities. The monthly rate charged to City shall be pro-rated based upon the number of days housing is required for the Station 1 personnel.

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT WITH
FALCK MOBILE HEALTH CORP (dba CARE AMBULANCE SERVICE)**

This Amendment Number One ("Amendment") is made and entered into this 18th day of July 2023 ("Effective Date") by and between the CITY OF COSTA MESA, a municipal corporation ("City") and FALCK MOBILE HEALTH CORP, a California corporation, previously known as CARE AMBULANCE SERVICE, INC. ("Consultant").

WHEREAS, City and Consultant entered into an agreement on August 1, 2018 for Consultant to provide Ambulance Operator Services (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of five (5) years, with the option to extend the Agreement for five (5) additional one (1) year periods; and

WHEREAS, City and Consultant desire to extend the term for one (1) year, through July 31, 2024; and

WHEREAS, City and Consultant desire to amend the Scope of Services to include the additional services set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, City desires to increase Consultant's maximum compensation accordingly to \$2,400,000.00.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Term of the Agreement set forth in Section 4.1 shall be extended for one year through July 31, 2024.
2. The terms set forth in Section 2.1 Compensation, will reflect the one (1) year annual compensation of not to exceed \$2,400,00.00. Annual Compensation Package for ambulance operator services of \$2,301,906.00, as set forth in Exhibit A, attached hereto and incorporated herein by this reference.
3. The terms set forth in Section 2.1 Compensation, Additional Expenses Surge Unit/ Ambulance EMT Crew (on as needed basis), will reflect the updated terms as set forth in Exhibit B, attached hereto and incorporated herein by this reference.
 - i. \$300.00 per hour measured in 15-minute intervals at \$75.00 per 15min.
 - ii. Billing to City for Surge Unit will begin when the requested Falck unit goes "enroute".
 - iii. Should the assigned Falck unit be canceled within the first five (5) minutes of going "enroute" then there will be no billing to the City.

4. All other terms, conditions and provisions of the Agreement shall remain in full force and effect.
5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

FALCK MOBILE HEALTH CORP


Signature

Date: 08/10/2023

Troy M. Hagen, Vice President
Name and Title

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF COSTA MESA



Date: 8/28/2023

Lori Ann Farrell Harrison
City Manager

ATTEST:

Brenda Green 8/29/2023

Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow

Kimberly Hall Barlow
City Attorney

Date: 8/23/23

APPROVED AS TO INSURANCE:

Ruth Wang

Ruth Wang
Risk Management

Date: 8/21/23

APPROVED AS TO CONTENT:

Jason Pyle

Jason Pyle, Assistant Fire Chief
Project Manager

Date: 8/21/23

DEPARTMENTAL APPROVAL:

D.A. Stefano

Daniel A. Stefano
Fire Chief

Date: 8/21/2023

APPROVED AS TO PURCHASING:

Carol Molina

Carol Molina
Finance Director

Date: August 14, 2023

ATTACHMENT 1

**AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT WITH
FALCK MOBILE HEALTH CORP (CARE AMBULANCE SERVICE)**

This Amendment Number Two ("Amendment") is made and entered into this 4th day of June 2024 ("Effective Date") by and between the CITY OF COSTA MESA, a municipal corporation ("City") and FALCK MOBILE HEALTH CORP., a California corporation, previously known as CARE AMBULANCE SERVICE, INC. ("Consultant").

WHEREAS, City and Consultant entered into an agreement on August 1, 2018 for Consultant to provide Ambulance Operator Services (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of five (5) years, with the option to extend the Agreement for five (5) additional one (1) year periods; and

WHEREAS, City and Consultant entered into Amendment Number One to the Agreement on July 18, 2024 to extend the term for one (1) year, through July 31, 2024; and

WHEREAS, City and Consultant desire to extend the term of the Agreement for two (2) additional one (1) year extensions and to increase the maximum annual compensation by 2.5% per year as set forth herein below.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Term of the Agreement set forth in Section 4.1 shall be extended for two years through July 31, 2026.
2. The terms set forth in Section 2.1 Compensation, will reflect the first (1) year annual compensation of not to exceed \$2,454,00.00. Annual Compensation Package for ambulance operator services of \$2,359,453.00, as set forth in Attachment 3, attached hereto and incorporated herein by this reference.
3. The terms set forth in Section 2.1 Compensation will reflect the second (1) year annual compensation of not to exceed \$2,510,00.00. Annual Compensation Package for ambulance operator services of \$2,418,439.00 as set forth in Attachment 3, attached hereto and incorporated herein by this reference.
4. All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

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

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

CONSULTANT

Scott C. White
Signature

Date: 07.11.24

Scott C. White REG MANAGING DIRECTOR
Name and Title

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
Lori Ann Farrell Harrison
City Manager

Date: 7/24/2024

ATTEST:

Brenda Green
Brenda Green
City Clerk



Date: 7/25/2024

APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 7/22/24

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 7/18/24


APPROVED AS TO CONTENT:



Jason Pyle, Assistant Fire Chief
Project Manager

Date: 7-22-24

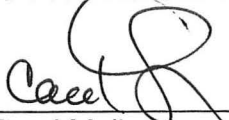
DEPARTMENTAL APPROVAL:



Daniel A. Stefano
Fire Chief

Date: 7/22/2024

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: July 17, 2024



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-224

Meeting Date: 4/21/2026

TITLE:

AWARD OF THE 2025-26 CITYWIDE ALLEY REHABILITATION PROJECT, CITY PROJECT NO. 25-17

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. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines section 15301.
2. Adopt plans, specifications, and working details for the 2025-26 Citywide Alley Rehabilitation Project, City Project No. 25-17.
3. Reject the apparent low bid submitted by Diamond Construction & Design, 638 Camino De Los Mares, #H130-513, San Clemente, California 92673, as non-responsive.
4. Award a Public Works Agreement (PWA) for construction to the second lowest bidder to Kalban, Inc., 26450 Ruether Avenue #201, Santa Clarita, California 91350 in the amount of \$1,131,951 and authorize an additional ten percent (10%) contingency in the amount of \$113,195 as needed for any unforeseen costs related to this project.
5. Authorize the City Manager and City Clerk to execute the PWA and future amendments to the agreement within Council authorized limits.

ENVIRONMENTAL DETERMINATION:

The proposed action is exempt from the California Environmental Quality Act (CEQA). The action involves an organizational or administrative activity of government that will not result in direct or indirect physical change in the environment. In addition, the proposed action is exempt under section 15301 relating to the operation, repair, maintenance, permitting, and/or minor alteration of existing public facilities.

BACKGROUND:

The City oversees and maintains nearly 130 public alleys. On November 20, 2007, a Citywide Alley

Improvement Report was presented to the City Council. At that meeting, the Council approved a Citywide Alley Improvement Priority List to address the City's alley system, beginning with those alleys in most need of improvements. Over the course of several years, 105 alleys have been reconstructed.

This next phase of this project involves the reconstruction of eleven (11) alleys at the following locations, noted with their identifiers:

1. **Alley No. 19B - Joann Street Alley**, located north of Joann Street between Alley No. 20 and Alley No. 21.
2. **Alley No. 20 - Pomona Avenue Alley**, located west of Pomona Avenue and north of Joann Street between Joann Street and Alley No. 19B.
3. **Alley No. 21 - Meyer Place Alley**, located west of Meyer Place and north of Joann Street between Joann Street and Alley No. 19B.
4. **Alley No. 26 - Clubhouse Circle Alley**, located north of Clubhouse Circle from approximately Kauai Place to Lanai Drive.
5. **Alley No. 27 - Clubhouse Circle Alley**, located north of Alley No. 26, starting from the northerly end of Clubhouse Road and ending near Mesa Verde Drive West.
6. **Alley No. 45 - Fairview Road Alley**, located west of McClintock Way between Baker Street and Logan Avenue.
7. **Alley No. 53 - Ogle Street Alley**, located between 17th Street and Ogle Street from Alley No. 52 to Westminster Avenue.
8. **Alley No. 57 - Ogle Street Alley**, located between Ogle Street and 16th Place from Westminster Avenue to Santa Ana Avenue.
9. **Alley No. 84 - Broadway Alley**, located west of Orange Avenue between Broadway and Magnolia Street.
10. **Alley No. 98 - Cabrillo Alley**, located west of Westminster Avenue between Cabrillo Street and 17th Street.
11. **Alley No. 115 - Newport Boulevard Alley**, located south of Santa Isabel Avenue between Newport Boulevard and Elden Avenue.

A location map has been included as Attachment 1. Following the completion of these alleys, there will remain fourteen (14) alleys to be reconstructed.

The alley rehabilitation process consists of removal of deteriorated asphalt concrete alley sections and construction of new Portland Cement Concrete (PCC) pavement sections, adjustment of water and sewer utilities to grade, removal of conflicting vegetation, and other incidental work needed to

transition between new and existing improvements.

The contractor is required to complete all of the tasks necessary to perform the scope of work as outlined in the contract documents, plans, and specifications. A copy of specifications and working details are available for review in the Office of the City Clerk.

In addition, staff will be utilizing the services of Z&K Consultants, Inc. (Z&K) to provide construction inspection and materials testing services for the project in the amount of \$121,832 (Attachment 2). The City Council previously awarded a Professional Services Agreement (PSA) to Z&K during its regularly scheduled meeting on June 20, 2023, to provide “on-call” staff support services for various project management and inspection services for Capital Improvement Program (CIP) projects.

ANALYSIS:

The City Clerk received and opened fifteen (15) bids for this project on January 27, 2026. Diamond Construction & Design, Inc. (Diamond), was the apparent low bidder with a base bid proposal of \$983,609. Kalban, Inc. (Kalban) was the apparent second low bidder with a base bid proposal of \$1,131,951. Nobest, Inc. was the apparent third low bidder with a bid proposal of \$1,244,272.

Rejection of the Non-Responsive Bidder

Diamond submitted the apparent low bid, with a base bid proposal of \$983,609. However, upon review of Diamond’s bid, staff determined that the bid contained multiple material deficiencies, which render it non-responsive. Staff notified Diamond of its determination on March 10, 2026 (Attachment 3). The bid did not conform to the terms of the bid package for the following reasons: (1) materially unbalanced pricing; (2) missing unit cost in bid proposal forms; (3) missing required initials on bid forms; (4) omission of signed addenda in the bid package; and (5) insufficient qualifications and experience.

Based on these material deficiencies, staff has determined that Diamond’s bid does not conform to the terms of the bid package and is, therefore, disqualified as non-responsive. As a result, staff recommends that the City Council rejects Diamond’s bid as non-responsive.

Selection of Lowest Responsible Bidder

Kalban submitted the apparent second low bid with a base bid proposal of \$1,131,951. The Engineer’s estimate for the base bid is \$1,755,842, and the average of the remaining fourteen (14) base bids received (without Diamond’s) amounted to \$1,578,942.54. The bid summary is included as Attachment 4.

The proposal submitted by Kalban includes all the required documents necessary with the bid package and had no irregularities. Therefore, staff recommends that City Council award the PWA (Attachment 5) to Kalban as the lowest responsible bidder.

The license and references of Kalban have been checked and staff have found them to be in good standing. Kalban has successfully completed previous alley projects in the City of Costa Mesa, including the Harbor Boulevard Alley, Bernard Street Alley, Valencia Street Alley, and Walnut Street

Alley.

Upon City Council award of the PWA, Kalban will furnish the necessary bonds and insurance, which will be approved as to form by the City. After the award and subsequent execution of the agreement, a "Notice to Proceed" will be issued.

Staff requests that City Council award the project to Kalban as the lowest responsible bidder.

ALTERNATIVES:

The alternative would be to reject all bids, re-advertise, and rebid the project. Staff believes that re-advertising and re-bidding the project will not result in lower bids and will delay the project.

FISCAL REVIEW:

The construction cost of this project, inclusive of the ten percent (10%) contingency, is \$1,245,146. An additional \$121,832 will provide construction inspection and materials testing services, resulting in a total project cost of \$1,366,978. Funding for this project is available in the Gas Tax Fund (201), which has a project balance of approximately \$1.0 million, and the Measure M2 Fund (416), which has a project balance of approximately \$0.74 million.

LEGAL REVIEW:

The City Attorney's Office has reviewed the agenda report, prepared the Public Works Agreement, and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the following City Council goals:

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

CONCLUSION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines section 15301.
2. Adopt plans, specifications, and working details for the 2025-26 Citywide Alley Rehabilitation Project, City Project No. 25-17.
3. Reject the apparent low bid submitted by Diamond Construction & Design, 638 Camino De Los Mares, #H130-513, San Clemente, California 92673 as non-responsive.
4. Award a Public Works Agreement (PWA) for construction to the second lowest bidder to Kalban, Inc., 26450 Ruether Avenue #201, Santa Clarita, California 91350 in the amount of \$1,131,951 and authorize an additional ten percent (10%) contingency in the amount of \$113,195 as needed

for any unforeseen costs related to this project.

5. Authorize the City Manager and City Clerk to execute the PWA and future amendments to the agreement within Council authorized limits.



CITY OF COSTA MESA Public Works/Engineering



2025 ALLEY REHABILITATION PROJECT #25-17

■ PROPOSED ALLEY LOCATIONS



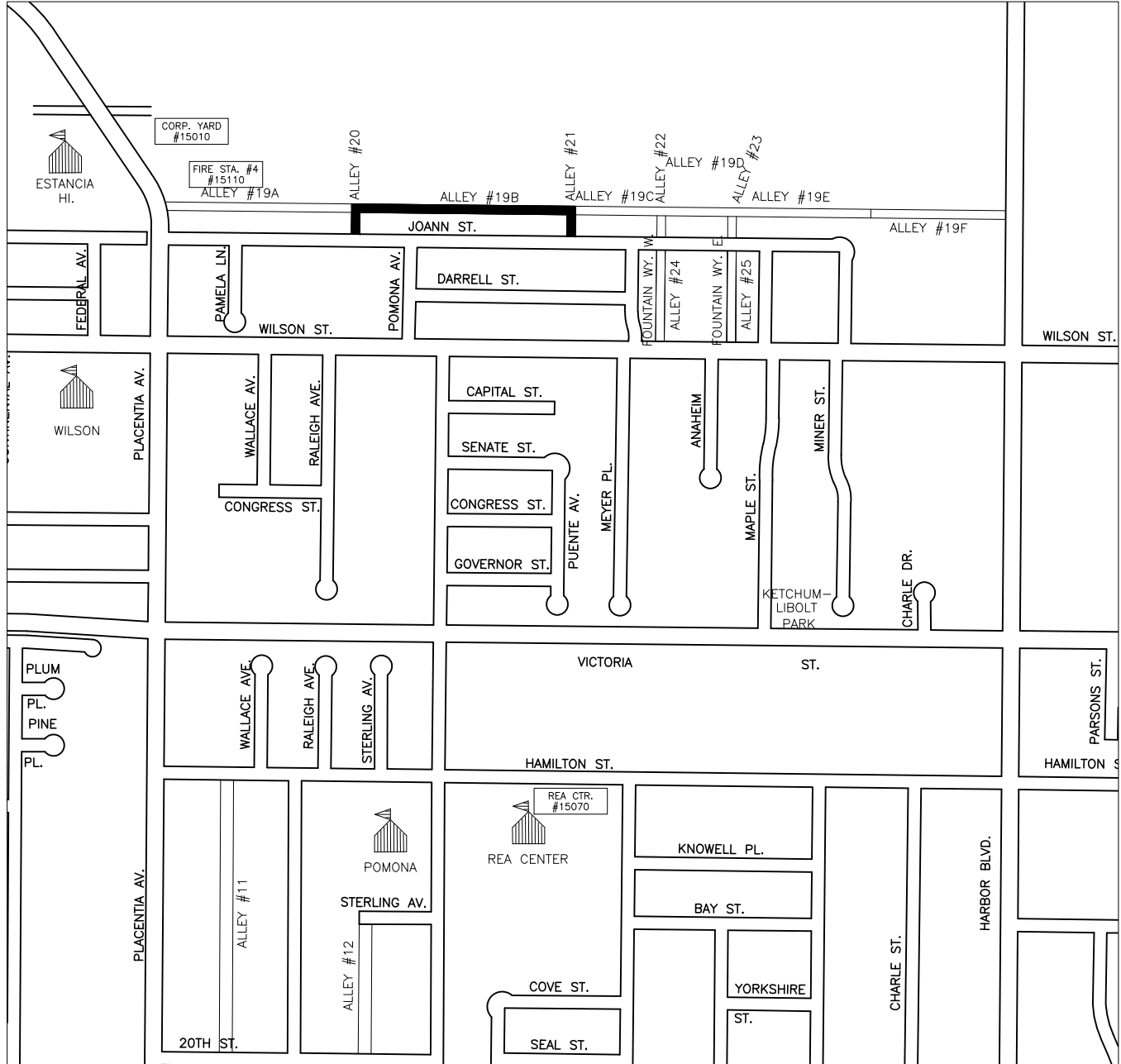
CITY OF COSTA MESA Public Works/Engineering



2025 ALLEY REHABILITATION PROJECT #25-17



CITY OF COSTA MESA Public Works/Engineering



2025 ALLEY REHABILITATION PROJECT #25-17



CITY OF COSTA MESA Public Works/Engineering



2025 ALLEY REHABILITATION PROJECT #25-17

■ PROPOSED ALLEY LOCATIONS



CITY OF COSTA MESA Public Works/Engineering



2025 ALLEY REHABILITATION PROJECT #25-17

■ PROPOSED ALLEY LOCATIONS

Cost Proposal R1

March 17, 2026

Cristina Oquendo, *Associate Engineer*
City of Costa Mesa, Engineering Division
77 Fair Dr, Costa Mesa, CA 92626

**Subject: Revised Cost Proposal for Construction Inspection and Materials Testing Services
2025 Alley Rehabilitation Project (Project No. 25-17)**

Dear Ms. Oquendo,

Z&K Consultants, Inc. (Z&K) is pleased to submit this revised proposal to provide construction inspection and materials testing services for the City's 2025 Alley Rehabilitation Project. We appreciate the opportunity to support the City.

The project generally includes removal and reconstruction of alley pavement, utility adjustments, traffic control, striping, stormwater BMP implementation, and associated improvements in accordance with the plans and specifications.

Z&K proposes to provide experienced construction inspection staff for the anticipated 90 working-day construction duration, with construction anticipated to begin in late March 2026. Our inspection services will be tailored to support the City throughout all phases of construction and will include, but not be limited to:

- Construction inspection services during active work operations
- Verification of compliance with approved plans, specifications, and City standards
- Oversight of demolition, grading, PCC placement, and utility adjustments
- Traffic control, pedestrian access, and public safety monitoring
- Stormwater and water quality BMP compliance oversight
- Coordination with City staff, contractors, utility companies, and affected stakeholders
- Daily inspection reports with photo documentation and detailed field records
- Public coordination and responsiveness to residents and businesses impacted by construction

Z&K will also provide materials testing and laboratory services through Converse Consultants. Converse will perform as-needed field and laboratory testing services, including in-place density and moisture testing, asphalt and concrete testing, and laboratory analysis to support construction quality assurance. Their services will be coordinated with the Contractor's schedule to ensure timely testing, reporting, and compliance with project specifications. Materials testing services will be provided at competitive rates, offering a cost-effective solution for the City.

Z&K Consultants, Inc. brings extensive experience providing construction inspection and materials testing coordination services for alley, street, and pavement rehabilitation projects throughout Southern California. Our team is well-versed in managing construction activities in constrained urban environments while maintaining public access, safety, and clear communication with the community. A detailed fee estimate for the proposed services is provided below for the City's review. Z&K understands that the project is in the early stages of contractor award and would be pleased to adjust staffing assumptions or scope as the project advances. Hourly rates are per the City's approved on-call agreement and include an annual rate adjustment of three percent (3%).

Detailed Cost Proposal for Construction Inspection Services 2025 Alley Rehabilitation Project (Project No. 25-17), 90WD			
Scope of Services	Senior Construction Inspector \$147.50/Hour	Material Testing Services	Total
Pre-Construction Services	16	-	\$2,360.00
Construction Services	720	\$10,912.00	\$117,112.00
Project Close Out	16	-	\$2,360.00
Total	\$110,920.00	\$10,912.00	\$121,832.00

If you have any questions or require additional information, please do not hesitate to contact us. We appreciate the opportunity to submit this proposal and look forward to working with the City on this project.

Sincerely,



Crystal Fraire, PE, President/Principal-in-Charge
17130 Van Buren Blvd. #122, Riverside, CA 92504
Phone (951) 310-7470 | cfraire@zandkconsultants.com



CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ENGINEERING DIVISION

Sent by Certified Mail and by E-Mail to
stely907@yahoo.com

March 10, 2026

Stelian Onufrei
Diamond Construction & Design
638 Camino De Los Mares #H130-513
San Clemente, CA, 92673

SUBJECT: REJECTION OF BID FOR 2025 ALLEY REHABILITATION PROJECT (ALLEY NOS. 19B, 20, 21, 26, 27, 45, 53, 57, 84, 98, & 115) - CITY PROJECT NO. 25-17

Dear Mr. Stelian Onufrei,

The City of Costa Mesa ("City") has completed its review of the bids submitted on January 27, 2026, in response to the Notice Inviting Bids for the 2025 Alley Rehabilitation Project (the "Project"). Your firm, Diamond Construction & Design ("Diamond"), submitted a bid that City staff has determined to be non-responsive to the City's requirements. Specifically, Diamond's bid was found to be non-responsive for each of the following reasons:

1. Unbalanced Bid: Under Federal Acquisition Regulation (FAR) 14.408-2, a public agency may reject a bid that contains materially unbalanced or unreasonably low unit pricing. The unit prices submitted by Diamond for Bid Item No. 7 – Construct 6" PCC with Buckeye UltraFiber 500 over Compacted native, including 1-foot-wide AC Slot Paving (6" AC / native) are significantly below reasonable and verifiable material and labor costs.

For Bid Item No. 7, the description clearly specifies all costs that must be included. This bid item requires the purchase of all materials and supplies, including labor per the typical sections and details shown on the plans and specifications – including subgrade preparation, compaction, forms, PCC, Buckeye UltraFiber 500, finishing, 1' wide asphalt concrete slot paving over native (95% relative compaction), expansion joints, weakened plane joints, backfilling, restoring form areas and all labor, materials, tools, equipment and incidentals as required to complete the work.

The cost of the majority of the concrete material with Buckeye Fiber alone at 6 inches thick is approximately \$207,204. The industry cost of concrete with Buckeye Fiber is estimated at \$201 per cubic yard or \$3.72 per square foot. This cost does not include labor, installation, overhead, or contractor markup. In addition to this material cost, the contractor is required to include all labor, installation, overhead, and contractor markup, along with completing all grading, subgrade preparation, and maintenance period components associated with this bid item.

Diamond Construction & Design
March 10, 2026
Page 2 of 3

Diamond's proposed price for Bid Item No. 7 is \$158,745, which does not cover the verified cost of the materials alone. The average cost submitted by the 15 bidders for this bid item is \$673,524.40, which is approximately 324% higher than Diamond's submitted amount.

If Diamond intends to use a different material, a substitution request was required to be submitted and approved by addendum prior to the bid due date in accordance with Section 18 of the Information for Bidders. No such request was submitted for the specified "Buckeye Fiber" material; therefore, the contractor is required to use the specified material.

Bid Item No. 7 is a critical component of the project, representing approximately 44% of the total contract value based on the average of the remaining 14 bids. As a primary scope item, it must reflect accurate and complete pricing to ensure proper execution and delivery of the work.

This substantial discrepancy demonstrates that the proposed unit price is unreasonably low and materially unbalanced. This price is substantially below reasonable material and labor cost expectations and render the bid unbalanced, posing financial and performance risks, potentially resulting in construction delays, and preventing equitable comparison with other bids.

2. Blanks in Bid Forms: Bid Proposal Page P1-a – Bid Item No. 1 "Mobilization (5% Maximum)": The unit prices for Bid Item No. 1 were left blank. Page B-1 of the Information for Bidders, Section 1, states that "All blanks in the bid form must be appropriately filled in." In addition, the notes on page P1-e specify that the unit prices shall control the bid amount. Because no unit price was provided, the total amount cannot be justified.

3. Missing Required Initials on Bid Forms: Section 1-6 of the "Bidding and Submission of the Bid" requires each bidder to initial each sheet of the proposal forms in the bottom right-hand corner. Diamond Construction & Design failed to initial the following pages:

- Bid Proposal Page P-5a (Chrisp Company) – bidder's initials missing.

4. Unsigned Addenda: Section 16, "Addenda," of the Information for Bidders requires that all addenda be acknowledged, signed, and included in the bid package at the time of submission. Failure to do so may render the bid irregular and subject to rejection.

Addenda No. 1 was included with the bid package; however, Diamond did not include the signed addenda acknowledgments within the proposal forms as required. Although signed copies were provided via email before bid opening, the bid package itself must contain executed addendum acknowledgments at the time of bid submission.

5. Qualifications and Experience: Per the project specifications and Page B-1, bidders must demonstrate that they are responsible and responsive by providing references for Public Works construction projects completed or in progress within the last five (5) years (Page B-1), and listing similar projects completed within the last 24 months (Page P-4). Per Page P-4, this information will be used to evaluate whether the bid is responsive to the call for bids.

The City's review of the reference list submitted by Diamond revealed that the listed projects are not comparable in scope, complexity, or contract value to the subject Project. Most involve small-

Diamond Construction & Design
March 10, 2026
Page 3 of 3

scale work, such as utility repairs, concrete slab replacements, or storm wall and water diversion improvements.

The only related projects — the City of Santa Ana Neighborhood Concrete Street Improvement Project (approximately \$700,000) and the City of Santa Ana Safe Routes to Schools Project (approximately \$1.5 million) for Unified School District elementary and intermediate schools — were completed approximately two to three years ago and are not comparable in scale or complexity to an Alley project. They did not involve reconstruction of concrete alleys across multiple locations, or the level of coordination required to manage construction across 11 separate alley sites as it required for this project. Additionally, they do not demonstrate experience with multi-site alley work requiring complex logistical coordination, public access management, utility conflict resolution, concurrent crew operations, or the use of specified fiber-reinforced concrete, including Buckeye UltraFiber 500 (or approved equal).

Comparable experience is necessary to ensure the contractor possesses the technical expertise, staffing, equipment capacity, coordination capability, and financial strength to successfully complete the Project.

Conclusion

The discrepancies identified above are each material, inhibit the City's ability to evaluate bids equitably, and demonstrate non-responsiveness to the requirements of the bid package. Accordingly, City staff has determined that the bid submitted by Diamond is non-responsive for each of the reasons set forth above.

The Project is scheduled to be presented to the City Council at 6:00 p.m. on and at the April 21, 2026, Council Meeting for award to the lowest responsive and responsible bidder. City staff will recommend the rejection of Diamond's bid at that date and time for the reasons identified above. If Diamond wishes to be heard, protest or otherwise object to the City's determination of non-responsiveness as set forth herein, Diamond must be present at the Council Meeting and must submit any written objection and/or evidence to the City Clerk's office, City Hall, 77 Fair Drive, Costa Mesa, CA 92626 on or before April 10, 2026.

Sincerely,



Seung Yang, P.E.
City Engineer

c: Raja Sethuraman, Public Works Director
Derek Wieske, Assistant City Engineer
Cristina Oquendo, Associate Engineer
Tarquin Preziosi, Assistant City Attorney
File

ATTACHMENT 4

**CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT**

**2025-26 ALLEY REHABILITATION PROJECT
(ALLEY NOS. 19B, 20, 21, 26, 27, 45, 53, 57, 84, 98 &115)
CITY PROJECT NO. 25-17**

BID OPENING RESULTS:

<i>Bidder</i>	<i>Address</i>	<i>Total Base Bid</i>
1.KALBAN	<i>SANTA CLARITA</i>	\$1,131,951.00
2. NOBEST INC.	<i>GARDEN GROVE</i>	\$1,244,272.00
3.TOWO ENTERPRISE INC.	<i>FULLERTON</i>	\$1,324,015.00
4. LC PAVING & SEALING, INC.	<i>ESCONDIDO</i>	\$1,325,806.00
5. NIEVES GENERAL ENGINEERING, INC.	<i>SANTA ANA</i>	\$1,348,390.00
6. BLACK ROCK CONSTRUCTION	<i>BREA</i>	\$1,390,995.00
7. VAN ENGINEERING INC.	<i>WILDOMAR</i>	\$1,542,050.00
8. PALP DBA EXCEL PAVING	<i>LONG BEACH</i>	\$1,598,773.00
9. DASH CONSTRUCTION COMPANY, INC.	<i>WOODLAND HILLS</i>	\$1,649,847.40
10. VIDO SAMARZICH, INC.	<i>SANTA ANA</i>	\$1,752,414.00
11. HARDY AND HARPER, INC.	<i>LAKE FOREST</i>	\$1,780,000.00
12. ALL AMERICAN ASPHALT	<i>CORONA</i>	\$1,954,459.10
13. GRIGOLLA & SONS	<i>SAN DIMAS</i>	\$1,954,570.00
14. LCR EARTHWORK & ENGINEERING, CORP.	<i>JURUPA VALLEY</i>	\$2,107,653.00

AVERAGE \$1,578,942.54

**** Bid Submitted by Diamond Construction & Design rejected as non-responsive**

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 25-17**

THIS PUBLIC WORKS AGREEMENT (“Agreement”), dated April 21, 2026 (“Effective Date”), is made by the CITY OF COSTA MESA, a political subdivision of the State of California (“CITY”), and KALBAN, INC., a California corporation (“CONTRACTOR”).

WHEREAS, CITY desires to construct the public improvements described below under Paragraph 1, Scope of Work (the “Project”); and

WHEREAS, CITY has determined that CONTRACTOR is the lowest responsible bidder; and

WHEREAS, CITY now desires to contract with CONTRACTOR to furnish construction and related services for the Project; and

WHEREAS, CITY and CONTRACTOR desire to set forth their rights, duties and liabilities in connection with the services to be performed.

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

1. SCOPE OF WORK.

The scope of work generally consists of mobilization, reconstruction of alley pavements with new PCC pavement section; sawcut, removal and disposal of existing improvements, reconstruction of damaged miscellaneous PCC curb, gutter, driveway and alley intersection improvements, notification to businesses and residents; replacement of existing traffic striping, water quality BMP’s, and implementing traffic control as required to complete the rehabilitation and construction of Alley Nos. 19B, 20, 21, 26, 27, 45, 53, 57, 84, 98 and 115, within project limits.

The Work is further described in the “Contract Documents” referred to below.

The Project is known as the 2025 Alley Rehabilitation Project (Alley Nos. 19B, 20, 21, 26, 27, 45, 53, 57, 84, 98, & 115), City Project No. 25-17 (the “Project”), located within the City of Costa Mesa, CA.

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

- (a) This Agreement;
- (b) CONTRACTOR's bid, attached hereto as Exhibit A and incorporated herein;
- (c) Bid package, including, but not limited to, notice inviting bids, Addendum No. One, complete plans, profiles, detailed drawings and specifications, general provisions and special provisions. The bid package is attached hereto as Exhibit B and incorporated herein;
- (d) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit C;
- (e) Drug-Free Workplace Policy, attached hereto as Exhibit D and incorporated herein; and
- (f) Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"). Provisions of The Greenbook are incorporated by this reference as if fully set forth herein.

The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY's Representatives are Cristina Oquendo and Seung Yang, referred to collectively herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 11 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. COMPENSATION.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed One Million One Hundred Thirty-One Thousand Nine Hundred Fifty-One Dollars and Zero Cents (\$1,131,951.00) plus a ten percent (10%) contingency.

8. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

9. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order

by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the CITY with the Orange County Clerk-Recorder and after CONTRACTOR has furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR's or any subcontractor's work under this Agreement, CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars (\$5,000.00).

10. PROMPT PAYMENT OF SUBCONTRACTORS.

CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the CITY.

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within Ninety (90) working days from the date set in the Notice to Proceed or the first day of commencement of the Work, whichever occurs first.

12. TERMINATION.

(a) Termination for Convenience. CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.

(b) Termination for Breach of Contract.

- (i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.
- (ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.
- (iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to Four Thousand Two Hundred Dollars (\$4,200.00) as liquidated damages for each calendar day beyond the date provided for the completion of such work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

14. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 12 (Termination), of this Agreement. CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY, that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 13 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

16. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

17. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access

for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

18. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

19. CONTRACT SECURITY AND GUARANTEE.

CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and/or standard specifications; provided, however,

that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which CONTRACTOR is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

20. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY and its respective elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 21 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorneys' fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY and their elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

21. INSURANCE.

(a) Minimum Scope and Limits of Insurance. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this Paragraph 21 and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

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

- (i) 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) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (ii) 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 limit per accident for bodily injury and property damage.

- (iii) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY, its officers, agents, employees, and volunteers arising from work performed by CONTRACTOR for the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (iv) Umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
 - (1) A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - (2) Pay on behalf of wording as opposed to reimbursement;
 - (3) Concurrency of effective dates with primary policies;
 - (4) Policies shall "follow form" to underlying primary policies; and
 - (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

- (i) Additional insureds: The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR pursuant to its contract with the City; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR."
- (ii) Notice: "Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is

given to CITY.”

- (iii) Other Insurance: “CONTRACTOR’s insurance coverage shall be primary insurance as respects the City of Costa Mesa, and its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”

(c) Reporting Provisions. Any failure of CONTRACTOR to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa and its officers, officials, agents, employees, and volunteers.

(d) Insurance Applies Separately. CONTRACTOR’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.

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

(f) Proof of Insurance. Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to City’s Risk Management.

(g) Non-Limiting. Nothing in this Paragraph 21 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

22. PREVAILING WAGE REQUIREMENTS.

(a) Prevailing Wage Laws. CONTRACTOR is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. This Project is a “public works” project and requires compliance with the Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. CONTRACTOR shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, CONTRACTOR shall pay the

wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. CONTRACTOR shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of the Labor Code regarding eight (8)-hour workday and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by CONTRACTOR's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to CITY Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the Work by CONTRACTOR or by any subcontractor(s) of CONTRACTOR, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, CONTRACTOR and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. CONTRACTOR shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(f) Registration with DIR. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

23. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

24. ADDITIONAL CONTRACT PROVISIONS – State. Contractor shall comply with all of the terms and conditions of the documents included in Exhibit “A”, specifically, State of California – Natural Resources Agency Department of Parks and Recreation Grant Contract, attached hereto and incorporated herein by this reference as though set forth in full.

25. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY’s Policy No. 100-5, attached hereto. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

26. NON-DISCRIMINATION.

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

27. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

28. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail,

postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Cristina Oquendo/Seung Yang

Notices required to be given to CONTRACTOR shall be addressed as follows:

Kalban, Inc.
26450 Ruether Avenue, Suite 201
Santa Clarita, CA 91350
Attn: Matthew Lawrence, Vice President/Manager

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

Attn: _____

29. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

30. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR

or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

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

31. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

32. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

33. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

34. ASSIGNABILITY.

This Agreement may not be transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such transfer or assignment, or attempted transfer or assignment, without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

35. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

36. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

37. CONSTRUCTION.

The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

38. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

39. CORPORATE AUTHORITY.

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

40. 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 any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive Order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee 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 the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

[Signature page follows.]

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

CITY OF COSTA MESA
A municipal corporation

Cecilia Gallardo-Daly
City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

Cristina Oquendo
Project Manager

Date: _____

Seung Yang
City Engineer

Date: _____