



CITY OF COSTA MESA

REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY*

Agenda

Tuesday, April 4, 2023

6:00 PM

City Council Chambers
77 Fair Drive

***Note: All agency memberships are reflected in the title "Council Member"
4:00 P.M. Closed Session**

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 system outages or experiencing other critical issues, 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.

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).

Zoom Webinar: (For both 4:00 p.m. and 6:00 p.m. meetings)

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/98376390419?pwd=dnpFelc5TnU4a3BKWVlyRVZMallZZz09>

Or sign into Zoom.com and “Join a Meeting”

Enter Webinar ID: 983 7639 0419/ Password: 905283

- 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: (For both 4:00 p.m. and 6:00 p.m. meetings)

Call: 1 669 900 6833 Enter Webinar ID: 983 7639 0419/ Password: 905283

During the Public Comment Period, press *9 to add yourself to the queue 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.

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. Comments received by 12:00 p.m. on the date 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. 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.

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].

CLOSED SESSION - 4:00 P.M.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS Members of the public are welcome to address the City Council only on those items on the Closed Session agenda. Each member of the public will be given a total of three minutes to speak on all items on the Closed Session agenda.

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LEGAL COUNSEL
ANTICIPATED LITIGATION - ONE CASE
Pursuant to California Government Code Section 54956.9 (d)(2)
2. THREAT TO SECURITY
Pursuant to California Government Code Section 54957(a)
Consultation with: Costa Mesa Director of Emergency Services, City Manager, Police Chief, Fire Chief.
3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to California Government Code Section 54957, (b)(1)
Title: City Manager
4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Yellowstone Women's First Step House, Inc., and Sober Living Network, Inc. v. City of Costa Mesa, United States District Court, Central District of California, Case No. SACV14-01852 JVS.

**REGULAR MEETING OF THE CITY COUNCIL AND SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY**

APRIL 4, 2023 – 6:00 P.M.

JOHN STEPHENS
Mayor

JEFFREY HARLAN
Mayor Pro Tem - District 6

ANDREA MARR
Council Member - District 3

MANUEL CHAVEZ
Council Member - District 4

LOREN GAMEROS
Council Member - District 2

ARLIS REYNOLDS
Council Member - District 5

DON HARPER
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

LORI ANN FARRELL HARRISON
City Manager

CALL TO ORDER

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

MOMENT OF SOLEMN EXPRESSION

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

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS:

1. [Presentation: Orange Coast College Women's Basketball Team 23-1153 CCCAA State Championship](#)

2. [Proclamation: 2023 National Public Safety Telecommunication~~23-1152~~
Week](#)

Attachments: [Proclamation: 2023 National Public Safety Telecommunications
Week](#)

3. [Proclamation: 2023 National Community Development Week](#) [23-1151](#)

Attachments: [Proclamation: 2023 National Community Development Week](#)

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Comments on 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 4 minutes. Additional comments will be heard at the end of the meeting.

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

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR (Items 1-5)

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 ALI23-1146 ORDINANCES AND RESOLUTIONS](#)

RECOMMENDATION:

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

2. [READING FOLDER](#) [23-1147](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Mercury Insurance Company (Robert Wilson), Austen Kelekian, Lili Mayer, Tien Nguyen, Gerardo Quintana, Nathan Rivera, Deborah Wilkinson.

3. [WARRANT RESOLUTION](#) [23-1143](#)

RECOMMENDATION:

City Council approve Warrant Resolution No. 2697.

Attachments: [1. Summary Check Register week of 3.13.23](#)
[2. Summary Check Register week of 3.20.23](#)

4. [A RESOLUTION RECOGNIZING AND DECLARING JUNE 19 OF 23-1144 EACH YEAR AS A PAID CITY HOLIDAY IN OBSERVANCE OF JUNETEENTH](#)

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2023-XX declaring Juneteenth as a City holiday (Attachment I).

Attachments: [1. Juneteenth Resolution](#)

5. [THIRD PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES](#) [23-1145](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Award the contract for Third Party Workers Compensation Claims Administration Services per Request for Proposal (RFP) to AdminSure, Inc.
2. Authorize the City Manager and City Clerk to execute the five (5) year Professional Services Agreement for the contract (Attachment I).

Attachments: [1. PSA with Adminsure Inc.](#)

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

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

PUBLIC HEARINGS: NONE.

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

OLD BUSINESS: NONE.

NEW BUSINESS:

1. [THE COSTA MESA LOCAL HAZARD MITIGATION PLAN](#) [23-1136](#)

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2023-XX to approve the City of Costa Mesa's Local Hazard Mitigation Plan.

Attachments: [1. Local Hazard Mitigation Plan Resolution](#)
[2. FEMA Ltr. APA Costa Mesa HMP 3-1-23](#)
[3. Costa Mesa LHMP](#)

2. [REVIEW OF CITY COMMITTEES](#)

[23-1148](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Review Committees Statement of Work and provide direction.
2. Dissolve the Historical Preservation Committee and direct staff to facilitate an agreement with the Costa Mesa Historical Society.
3. Approve the following changes:
 - a. Adjust the Committees membership to consist of seven (7) members, except the Access, Building, Fire & Housing Board of Appeal, and Traffic Impact Fee Ad Hoc Committees, which shall consist of five (5) members, through attrition as terms expire.
 - b. Eliminate the Committee Alternate positions, through attrition as terms expire.
 - c. Limit the number of Ad Hoc Committees to one (1) at a time, unless due to special circumstances, in which case the City Manager may authorize one (1) additional Ad Hoc Committee. The Ad Hoc Committee will be set for a certain duration of time, not to exceed six (6) months. There shall be no standing committees, subcommittees or working groups.
4. Allow the City Manager the flexibility to adjust dates, durations, and times of meetings to ensure proper staff coverage, and to address issues of immediate concern for maximum effectiveness.

Attachments: [1. Council Policy 000-2 Rev 4-4-2023](#)

3. [LICENSE AGREEMENT WITH THE COSTA MESA-NEWPORT HARBOR LIONS CLUB](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the license agreement between the City of Costa Mesa and the Costa Mesa-Newport Harbor Lions Club to host the annual Fish Fry event at the Lions Park Campus beginning in 2023.
2. Authorize the City Manager and City Clerk to execute the agreement and all future amendments to the agreement.

Attachments: [1. License Agreement 2023 - Costa Mesa-Newport Harbor Lions Club](#)
[2. Original License Agreement 2019-2029](#)

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

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1153

Meeting Date: 4/4/2023

TITLE:

Presentation: Orange Coast College Women's Basketball Team CCCAA State Championship

DEPARTMENT:

City Manager's Office



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1152

Meeting Date: 4/4/2023

TITLE:

Proclamation: 2023 National Public Safety Telecommunications Week

DEPARTMENT: City Manager's Office



CITY OF COSTA MESA, CALIFORNIA

Proclamation

WHEREAS, the City of Costa Mesa recognizes the professional and unending services of the telecommunicators who answer emergency calls on a daily basis; and

WHEREAS, emergencies can occur at any time that requires police, fire, or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety and effectiveness of our first responders depend on the quality and accuracy of information obtained from citizens who call the City of Costa Mesa Emergency Communications Center; and

WHEREAS, public safety telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, public safety telecommunicators provide a vital link for our police officers and firefighters by monitoring their activities via radio, providing them with information, and ensuring their safety; and

WHEREAS, public safety telecommunicators of the City of Costa Mesa have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

WHEREAS, each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year; and

WHEREAS, the City of Costa Mesa is committed to providing a high-quality emergency communications system to the residents and community members.

NOW, THEREFORE, I, John B. Stephens, Mayor of the City of Costa Mesa, do hereby proclaim the week of April 9-15, 2023, to be **National Public Safety Telecommunications Week** in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

DATED this 4th day of April 2023.

John B. Stephens, Mayor of the City of Costa Mesa



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1151

Meeting Date: 4/4/2023

TITLE:

Proclamation: 2023 National Community Development Week

DEPARTMENT: City Manager's Office



CITY OF COSTA MESA, CALIFORNIA

Proclamation

WHEREAS, April 10-14 has been designated National Community Development Week to celebrate the federal Community Development Block Grant program now in its 47th year and the HOME Investment Partnerships Program now in its 30th year; and

WHEREAS, Costa Mesa has received over \$43.2 million from the CDBG program over the past 35 years and \$15.8 million from the HOME program over the past 30 years, supporting programs for housing rehabilitation, tenant based rental assistance, public service grants, capital projects, code enforcement, the acquisition and operating costs of a permanent homeless shelter and the development of affordable housing benefiting low- to moderate- income individuals and households, including older adults, people with disabilities, those experiencing chronic or frequent homelessness, and children; and

WHEREAS, the Community Development Block Grant and the HOME Investment Partnerships Program foster a strong network among local government, residents, businesses and nonprofit organizations working to meet the needs of Costa Mesa residents; and

WHEREAS, Costa Mesa received \$1.83 million in additional program funding in fiscal years 2020 and 2021 to prevent, prepare for and respond to COVID-19, including the provision of emergency rental assistance for families who lost income, street outreach to individuals experiencing homelessness, and funding nonprofit partners to enable the continued provision of vital public services; and

WHEREAS, Costa Mesa received \$1.81 million in additional program funding in fiscal year 2022 to provide housing and supportive services to individuals experiencing homelessness, as well as other vulnerable populations; and

WHEREAS, the City of Costa Mesa recognizes the incredible organizations operating in Costa Mesa such as Community SeniorServ, Families Forward, Mercy House, Trellis and Project Hope Alliance that provide housing and supportive services to our most vulnerable residents on a daily basis.

NOW, THEREFORE, I, John B Stephens, Mayor of the City of Costa Mesa, do hereby proclaim April 10-14, 2023 as **NATIONAL COMMUNITY DEVELOPMENT WEEK**. I encourage all citizens to join us in recognizing Community Development Programs and the important role that they play in our community.

DATED this 4th day of April 2023.

John B. Stephens, Mayor of the City of Costa Mesa



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1146

Meeting Date: 4/4/2023

TITLE:

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

RECOMMENDATION:

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



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1147

Meeting Date: 4/4/2023

TITLE:

READING FOLDER

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

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Mercury Insurance Company (Robert Wilson), Austen Kelekian, Lili Mayer, Tien Nguyen, Gerardo Quintana, Nathan Rivera, Deborah Wilkinson.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1143

Meeting Date: 4/4/2023

TITLE:

WARRANT RESOLUTION

DEPARTMENT: Finance Department
PRESENTED BY: Carol Molina, Finance Director
CONTACT INFORMATION: Carol Molina at (714) 754-5243

RECOMMENDATION:

City Council approve Warrant Resolution No. 2697.

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. 23-05 Off Cycle "A" for \$6,000 and 23-06 On Cycle for \$3,007,153.72 and City operating expenses for \$ 2,429,558.93.

Report ID: CCM2001V

City of Costa Mesa Accounts Payable
CCM VOID CHECK LISTING

Page No. 1
Run Date Mar 16, 2023
Run Time 4:31:02 PM

Bank: CITY
Cycle: ANNUAL

<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>
0241327	3/16/2023	V	Christopher Rufsvold	0000030009	02/22/23	(44.50)
<i>Line Description: Did not recieved payment.</i>						
TOTAL						(44.50)

260,590.53
 (16.00)
 21,711.11
 846,978.29
 2,272.57
 (44.50)
1,131,492.00

Bank: DDP1
Cycle: ADDEP1

<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>
014701	3/15/2023	V	Christopher Mezzo	0000029558	01/27/23	(16.00)
<i>Line Description:</i> Payment returned due to bank account closed. Re-issue to new account.						
						<u>TOTAL</u> <u>(\$16.00)</u>

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>
0241737	03/17/23	P	CHC: Creating Healthier Communities	0000008015	10.00
			<i>Line Description:</i> Pauroll Deduction 23-06		
0241738	03/17/23	P	CalPERS Long-Term Care Program	0000006287	184.27
			<i>Line Description:</i> Pauroll Deduction 23-06		
0241739	03/17/23	P	California State Disbursement Unit	0000017443	1,328.30
			<i>Line Description:</i> Pauroll Deduction 23-06		
0241740	03/17/23	P	Pamela Lilly	0000025324	750.00
			<i>Line Description:</i> Pauroll Deduction 23-06		
TOTAL					\$2,272.57

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241661	03/17/23	P	AH Accounting LLC	0000029518	17,625.00
			<i>Line Description:</i> Accounting Svc-Feb 2023 Accounting Svc-Jan 2023		
0241662	03/17/23	P	Architectural Engineering Technology Inc	0000029448	137,100.78
			<i>Line Description:</i> Baker/19th TSSP-Jan 23		
0241663	03/17/23	P	Calpromax Engineering Inc	0000029701	35,960.00
			<i>Line Description:</i> Bus Stop/Shelter		
0241664	03/17/23	P	Interwest Consulting Group Inc	0000021505	27,621.25
			<i>Line Description:</i> NPDES/WQMP-Jan 23 I-405 Fwy Widening-Jan 23 Adams/Pinecreek Proj-Nov 22 Adams/Pinecreek Proj-Aug 22 Capital Improvement Proj-Jan23 Adams/Pinecreek Proj-Sept 22 Adams/Pinecreek Proj-Oct 22 Public Svc Staff Support-Jan23		
0241665	03/17/23	P	National Auto Fleet Group	0000021631	40,629.60
			<i>Line Description:</i> Chevrolet Express Van		
0241666	03/17/23	P	Pinnacle Petroleum, Inc	0000029315	21,327.67
			<i>Line Description:</i> Unleaded Fuel-PD		
0241667	03/17/23	P	RedSky Emergency Vehicles	0000029708	181,732.63
			<i>Line Description:</i> Ambulance Multi-Unit Discount California Tire Fee, \$1.75 / T Sales Tax, Orange County, Cost		

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>
0241668	03/17/23	P	Rimini Street Inc	0000022440	171,171.00
			<i>Line Description:</i> SUPPORT SERVICE AGREEMENT		
0241669	03/17/23	P	West Coast Arborists Inc	0000004498	16,905.70
			<i>Line Description:</i> 2/1-2/15/23 Tree Maint		
0241670	03/17/23	P	Yunex LLC	0000029573	27,975.00
			<i>Line Description:</i> Routine Maint. Jan 2023 Callout for Jan 2023 Pole KD Newport NB & Victoria		
0241671	03/17/23	P	211 Orange County	0000017837	200.00
			<i>Line Description:</i> CES Access Point Fee		
0241672	03/17/23	P	AGA Engineers Inc	0000028838	750.00
			<i>Line Description:</i> Engineering Traffic-Jan 23		
0241673	03/17/23	P	AT & T	0000001107	7,567.77
			<i>Line Description:</i> Red Phone Fire Sta#5 Red Phone Fire Sta#3 Red Phone Fire Sta#2 Red Phone Fire Sta#1 Red Phone Fire Sta#4 Red Phone Fire Sta#6 PRI Circuit Inbound 2310 Placentia Irrigation NCC Fire Alarm Metro Net Local Usage Smallwood Park Estancia Park Fire Emergency Line		

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> PD DSL Line Jack Hamett Sports Complex Outgoing Trunk Line DID Trunk Line PD Emergency Line Balearic Center Fax TeWinkle Park Cool Line for PD WSS Alarm DRC Fire Alarm Senior Center Fire Alarm Syste DRC Alarm Sr Center DSL for Bldg Maint Lions Park Baseball Field Senior Center Elevator Lions Park IT Computer Room Senior Center Fire Alarm Syste DSL Line for Traffic Operation Fire Sta#1 Fire Alarm System 800 Mhz Radio Link		
0241675	03/17/23	P	Amerinat	0000026372	12,698.20
			<i>Line Description:</i> Monthlt Svc 1/1/22-1/1/23 Preliminary Risk Analysis Monthly Svc. Fee - 1/1/22-1/1/		
0241676	03/17/23	P	B & H Photo Video Inc	0000006056	4,888.72
			<i>Line Description:</i> AUDIO & VISUAL EQUIPMENT		
0241677	03/17/23	P	BIT Pros Inc	0000029087	2,590.47
			<i>Line Description:</i> Electrical Supplies Coolant Leak Repair-#525		
0241678	03/17/23	P	BKF Engineers	0000024944	5,124.00

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> Placentia Stormwater -Jan 23		
0241679	03/17/23	P	Beacon Health Options Inc	0000026762	923.78
			<i>Line Description:</i> Employee Assistance Prog-Feb23		
0241680	03/17/23	P	Beau Hossler	0000029714	90.00
			<i>Line Description:</i> Basketball Referee-3/08/23		
0241681	03/17/23	P	Bee Busters Inc	0000007572	650.00
			<i>Line Description:</i> Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement		
0241682	03/17/23	P	Biosystems Inc	0000013464	2,365.00
			<i>Line Description:</i> Bio System		
0241683	03/17/23	P	Bob Murray & Associates	0000025439	440.25
			<i>Line Description:</i> Exec Recruitment-Aug 22		
0241684	03/17/23	P	CBE	0000015149	7.47
			<i>Line Description:</i> Copier Maint 1/20-2/19/23		
0241685	03/17/23	P	CPS HR Consulting	0000001791	4,000.00
			<i>Line Description:</i> Exec Recruitment		
0241686	03/17/23	P	Cabco Yellow Inc	0000028576	10.50
			<i>Line Description:</i> Homeless Outreach Prog-Feb 23		

Bank: CITY
 Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241687	03/17/23	P	Canon Financial Services Inc	0000023241	5,540.25
		<i>Line Description:</i>	Copier Lease-Feb 23 Copier Lease -Mar 23 Copier Lease-Feb 23 Copier Maintenance-Feb 23		
0241688	03/17/23	P	Christopher Rufsvold	0000030009	44.50
		<i>Line Description:</i>	Reimb Livescan Fee Reimb Livescan Fee		
0241689	03/17/23	P	Cintas Corporation #640	0000023262	170.16
		<i>Line Description:</i>	Shelter Kitchen CleaningSupply		
0241690	03/17/23	P	Eagle Print Dynamics	0000026736	2,388.74
		<i>Line Description:</i>	Staff Uniforms		
0241691	03/17/23	P	FireStats LLC	0000026188	2,850.00
		<i>Line Description:</i>	Maint/Op Data Anbalysis-Dec 22		
0241692	03/17/23	P	Fuel Pros Inc	0000026476	4,493.92
		<i>Line Description:</i>	Veeer Root Monitoring System		
0241693	03/17/23	P	Galls LLC	0000002297	806.18
		<i>Line Description:</i>	Unifomrs-Trevino Unifomrs-Ranck Unifomrs-Fricke		
0241694	03/17/23	P	Grainger	0000002393	1,621.78
		<i>Line Description:</i>	Eletrical Supplies Hardware Supplies Warehouse Stock		

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> Eletrical Supplies Air Filter Flush Mount Magnetic Sheet		
0241695	03/17/23	P	IAM Pacific Wellness Inc.	0000029833	487.44
			<i>Line Description:</i> Repair's to Fitness Equipment		
0241696	03/17/23	P	Image Concepts	0000026883	1,786.76
			<i>Line Description:</i> Uniforms for Public Svc		
0241697	03/17/23	P	Irv Seaver Motorcycles	0000010272	1,034.79
			<i>Line Description:</i> Brake Pad/Batteries		
0241698	03/17/23	P	Kellys Pool Service	0000013443	1,740.00
			<i>Line Description:</i> Pool Maint Svc-Nov 22 Pool Maint Svc-Dec 22 Pool Maint Svcs-Jan 23 Pool Maint Svcs-Oct 22 Pool Maint Svcs-Sept 22 Pool Maint Svcs-Aug 22 Pool Maint Svcs-Jul 22		
0241699	03/17/23	P	LN Curtis & Sons	0000002983	703.72
			<i>Line Description:</i> Fightfighting Equipment (FFE)		
0241700	03/17/23	P	League of California Cities	0000002928	500.00
			<i>Line Description:</i> 2023 Local Roads Needs Asmnt		
0241701	03/17/23	P	Los Angeles Times	0000003000	1,057.62
			<i>Line Description:</i> Legal Publications Feb 23		

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>
0241702	03/17/23	P	Lyons Security Service Inc	0000027168	3,758.40
			<i>Line Description:</i> Security Svcs Feb 2023		
0241703	03/17/23	P	Melad & Associates	0000005068	3,059.29
			<i>Line Description:</i> Consultant Plan Check Svcs		
0241704	03/17/23	P	Mercury Insurance Company	0000009228	7,560.46
			<i>Line Description:</i> Property Damage Stmnt-6/14/22		
0241705	03/17/23	P	Mesa Smog	0000020735	598.50
			<i>Line Description:</i> Smog-534		
			Smog 775		
			Smog 125		
			Smog-726		
			Smog-334		
			Smog-797		
			Smog 318		
			Smog-213		
			Smog-425		
			Smog 139		
			Smog 195		
			Smog 220		
			Smog 722		
			Smog 126		
0241706	03/17/23	P	Naman Vinson Cobb	0000029729	90.00
			<i>Line Description:</i> Basketball Referee-3/08/23		
0241707	03/17/23	P	Napa Auto & Truck Parts	0000012968	7,986.05
			<i>Line Description:</i> Credit		
			Tools		
			Parts		

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> Warehouse Stock		
0241708	03/17/23	P	Nico Hospitality LLC	0000028926	950.32
			<i>Line Description:</i> NHS Outreach Client Motel Stay Outreach Client Motel Stay Outreach Client Motel 2/21-2/2		
0241709	03/17/23	P	O Neil Storage	0000018395	112.34
			<i>Line Description:</i> Offsite Records Storage Feb 23		
0241710	03/17/23	P	Omarí Smith	0000029906	90.00
			<i>Line Description:</i> Basketball Referee-3/13/23		
0241711	03/17/23	P	Orange County Mosquito & Vector Control	0000021750	27.82
			<i>Line Description:</i> Arlington Ditch Treatment		
0241712	03/17/23	P	PTM General Engineering Services Inc	0000020179	3,081.48
			<i>Line Description:</i> Addtl Retention Proj #21-01		
0241713	03/17/23	P	Pacific Medical Waste	0000029793	183.20
			<i>Line Description:</i> Biohazard Disposal Feb 2023		
0241714	03/17/23	P	Peace of Mind Financial Consulting Inc	0000029150	3,780.00
			<i>Line Description:</i> Consulting Srvs Feb 23		
0241715	03/17/23	P	Quality Information Technology	0000029496	5,312.50
			<i>Line Description:</i> Consulting Srvs Jan 2023		
0241716	03/17/23	P	Rincon Truck Center Inc	0000013236	2,399.89

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> Smole Opacity Test 556 Smoke Opacity Test-526 Smole Opacity Test-522 Credit-Core Return Smoke Opacity Test- 555 Smoke Opacity Test- 554 Smoke Opacity Test- 553 Smoke Opacity Test 552 Smoke Opacity Test 551 Smoke Opacity Test 517 Smoke Opacity Test 525 Smoke Opacity Test 515 Smoke Opacity Test 181 Smoke Opacity Test 514 Smoke Opacity Test 523 Smoke Opacity Test 524 Smoke Opacity Test 520 Smole Opacity Test 350 Smoke Opacity Test 767		
0241717	03/17/23	P	SHI International Corp	0000016007	212.27
			<i>Line Description:</i> USB-C Lightning Cables		
0241718	03/17/23	P	Sean Simon	0000029869	90.00
			<i>Line Description:</i> Basketball Referee-3/13/23		
0241719	03/17/23	P	SoftwareONE Inc	0000024168	6,703.27
			<i>Line Description:</i> ESET SECURE BUSINESS LICENSE R		
0241720	03/17/23	P	South Coast Air Quality Mgmt District	0000003939	1,482.41
			<i>Line Description:</i> FS6- Generator Annual "HS Fee" Annual Renewal Reinstate Fee Annual Renewal Fees City Hall Emissions Fees City Hall		

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>
0241721	03/17/23	P	Sparkletts	0000015725	134.12
			<i>Line Description:</i> WATER DELIVERY SERVICES - IT		
0241722	03/17/23	P	Staples Advantage	0000024532	4,998.28
			<i>Line Description:</i> Supplies-Police Records Supplies-P&R BCC Supplies-Finance Supplies-Fire Supplies-CEO Supplies-IT Supplies-Code Enforcement Supplies-CEO Office-City Clerk Supplies-HR Recruit/Selection Supplies-Dev Svs-Bldg Safety Supplies-P&R Balearic ROCKS Supplies-P&R DT Rec Center Supplies-Dev Svs-Planning Supplies-P&R Balearic LEAP		
0241723	03/17/23	P	Susan Saxe Clifford PHD	0000003932	450.00
			<i>Line Description:</i> Pre-Employment Psych Eval		
0241724	03/17/23	P	The Mejorando Group	0000030010	8,289.88
			<i>Line Description:</i> Strategic Planning Fee Air Pa		
0241725	03/17/23	P	The Sweets Ranch	0000030040	500.00
			<i>Line Description:</i> PETTING ZOO-Deposit		
0241726	03/17/23	P	Time Clock Sales & Service Company Inc	0000004263	195.81
			<i>Line Description:</i> TIME CLOCK MAINTENANCE		

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>
0241727	03/17/23	P	Time Warner Cable	0000011202	138.72
			<i>Line Description:</i> Cable Box Upgrade for 2nd Fl 2310 Placentia A Internet/Cabl		
0241728	03/17/23	P	Trellis	0000025584	11,091.05
			<i>Line Description:</i> Final ARPA CIT and Split Jan C Final ARPA CIT and Split Jan C		
0241729	03/17/23	P	Verizon Wireless	0000008717	1,585.21
			<i>Line Description:</i> WIRELESS PHONE SERVICE		
0241730	03/17/23	P	VincentBenjamin	0000024972	11,091.71
			<i>Line Description:</i> Temp Staff Dustin C 12/18/22 Temp Staff Dustin C 12/4/22 Temp Staff Dustin C 11/27/22 Temp Staff Dustin C 11/20/22 Temp Staff Alexis L 12/18/22 Temp Staff Dustin C 12/25/2022 Temp Staff Alexis L 12/25/22 Temp Staff Dustin C 1/1/23		
0241731	03/17/23	P	Vortex Industries Inc	0000004437	4,537.80
			<i>Line Description:</i> FS6 Reapirs for Overhead Door		
0241732	03/17/23	P	Vulcan Materials Company	0000007403	374.07
			<i>Line Description:</i> Asphalt Potholes Sidewalk Ram		
0241733	03/17/23	P	Wex Bank	0000014258	1,154.18
			<i>Line Description:</i> Fuel 2/07-3/06/23		
0241734	03/17/23	P	Winzer	0000026180	4,525.50

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>
			<i>Line Description:</i> Gloves		
0241735	03/17/23	P	Xerox Financial Services	0000010450	902.06
			<i>Line Description:</i> Annual Renewal Lease of Copier		
0241736	03/17/23	P	Zumar Industries Inc	0000004622	3,951.05
			<i>Line Description:</i> Thermoplastic and Delineators		
TOTAL					\$846,978.29

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015135	03/17/23	P	Bradley Nabong	0000030034	24.00
			<i>Line Description:</i> Stand Field Sobriety Testing-B		
015136	03/17/23	P	Carol Molina	0000029532	22.96
			<i>Line Description:</i> Uber to Airport@CSMFO Conf		
015137	03/17/23	P	Caroline Tse	0000027094	35.00
			<i>Line Description:</i> Notary Filing Fee		
015138	03/17/23	P	Christopher Mezzo	0000029558	16.00
			<i>Line Description:</i> Adv Roadside Impaired Driving Adv Roadside Impaired Driving		
015139	03/17/23	P	Costa Mesa Employees Association	0000006284	3,694.18
			<i>Line Description:</i> Pauroll Deduction 23-06		
015140	03/17/23	P	Costa Mesa Executive Club	0000006286	140.00
			<i>Line Description:</i> Pauroll Deduction 23-06		
015141	03/17/23	P	Costa Mesa Firefighters Association	0000001812	8,440.95
			<i>Line Description:</i> Pauroll Deduction 23-06		
015142	03/17/23	P	Costa Mesa Police Association	0000001819	7,260.00
			<i>Line Description:</i> Pauroll Deduction 23-06		
015143	03/17/23	P	Costa Mesa Police Management Assn	0000005082	315.00
			<i>Line Description:</i> Pauroll Deduction 23-06		
015144	03/17/23	P	Darren Truong	0000030035	24.00

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> Stand Field Sobriety Testing		
015145	03/17/23	P	Dasha Werkmeister	0000030017	40.00
			<i>Line Description:</i> PC832 Arrest PC832 Arrest		
015146	03/17/23	P	Doris Cattouse	0000029965	103.36
			<i>Line Description:</i> Chemical Immobilization-DC		
015147	03/17/23	P	Fanni Acosta	0000029434	167.00
			<i>Line Description:</i> LCW Conf-FA		
015148	03/17/23	P	Gabrielle Getz	0000030036	104.19
			<i>Line Description:</i> PC832 Arrest		
015149	03/17/23	P	Kasama Lee	0000020859	167.00
			<i>Line Description:</i> LCW Conf-KL		
015150	03/17/23	P	Laura Reeker	0000029788	103.36
			<i>Line Description:</i> Chemical Immobilization-LR		
015151	03/17/23	P	Nicole Hendrick	0000030037	703.61
			<i>Line Description:</i> Public Safety Dispatcher Cours Public Safety Dispatcher Cours		
015152	03/17/23	P	Patrick Wessel	0000009042	40.00
			<i>Line Description:</i> Basic Traffic Collision		
015153	03/17/23	P	Ronald Lawrence	0000029540	310.50

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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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> Chiefs Tri-Co Wrkshop-RL					
TOTAL					\$21,711.11

End of Report

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>
015132	03/15/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
015133	03/15/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
015134	03/15/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
TOTAL					0.00

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>
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Line Description: 2023 CFPI-Jon
 2023 CFPI-Nikki
 2023 CFPI-Arnold
 Fuel OES Prepo
 Lodging-OES Prepo
 Lodging-OES Prepo/Deposit
 Meals OES Prepo-Storm Prep
 Deposit Credit-Lodging OES Pre
 Traing Symposium Registrations
 Utility Bins
 Command Vehicle Outfitting
 Breakfast-Command Staff Meetin
 Talbert Park Incident-Del Taco
 Meals-OES Prepo
 Lodging-Deposit Credit
 Lodging-OES Prepo/Deposit
 Annual Membership Rene J
 Annual Membership Angela P
 CCE Application Fee Angela P
 CCEO Redemption Fee Angela P
 1 Motorola Earpiece CodeEnforc
 Lodging-Deposit Credit
 1890C-Meals-Preposition
 1890C-Lodging/Deposit-Prepo
 Weekly Planner Ryan Bohr
 1 Refrigerator Air Filter
 Housing Developer Pro 4 Sub
 2021 Internat. Code Handbook
 Building Safety Membership Rya
 Dewalt 10" Table Saw
 Safety Vault-Ford Explorer
 Chemicals-Jail
 Executive Ike Jacket
 Ike Jacket
 Morning Bands-WC Office
 Cannabis Software
 Business Meeting LMS
 Refund for Charge LMS
 Cannabis Software Application

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>
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Line Description: Business Meeting Regarding LMS
 Cannabis Cloud Base Storage fo
 CalAnimals-Membership
 Spotify-Credit-Fraud Charge
 Treasury Ink Pad
 Budget Kick Off Items
 Monthly Connection Fee
 CSMFO 3 Membership Renewal
 Seagate 1 TB Backup Drive
 Fuel-Out of County Training
 CM Animal Hospital-Annual Phys
 Rater Meals
 Clock for Recruitment
 Hotel for Conference
 Purchase Reimbursement
 Refreshments for Oral Boards
 iCloud Monthly Subscription
 Boxes-Crime Prevention Storage
 Piktochart Annual Subscription
 Hotel for LCW Conference
 Rater Meals
 Meet & Greet
 Food-Recruitment
 Uniform-RCRT S Munoz
 Uniform-RCRT M Montoya
 Gun Kit 9mm Cleaning-Recruits
 Monthly Tablet Subs-ELY
 On-line Srvs Subs 22-23
 Online Queuing COVID 19
 Microsoft 365 Monthly Subs
 Monthly Target Subscription
 On-Line Meeting Conf Platfrm
 Footrest for Brandon
 Costa Mesa Apparel for Staff
 Shadow Box for Byron A
 Kuo-Lodging-SLI 4
 Reeker-Lodging-Refund
 Richie-Lodging-CRIA Conf
 Sanchez-Tuition-CA NIBRS

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>
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Line Description: Legaspi-Lodging-Shot Show
 Legaspi-Tuition-Shot Show
 Getz-Tuition-PC 832 Arrest
 Richie-Memb/Tuition-CRIA Conf
 Wadkins-Tuition-BG Invest/SB2
 Ashby-Tuition-Breacher 1st Res
 Cattouse/Reeker-Tuition-Link o
 Foxwell-Tuition-Firearms Instr
 Foxwell-Tuition-Interview/Inte
 Lopez-Tuition-Link of Animal/D
 Maldonado-Tuition-Comm Trng Of
 McMorris-Tuition-K9 Handler Up
 Reeker-Lodging-Animal LE Acade
 Truong/Evans-Tuition-Drug Abus
 Werkmeister-Tuition-PC 832 Arr
 PV Pipes-Range
 Return of Items
 Credit Card Service Fee
 McMorris-Registration-Refund
 CJSA Career Fair Registration
 Julian-Aurora Training Online
 Maridakis/McMorris-Tuition-K9
 Alegado/Scott-Tuition-First Ai
 LaPointe-Tuition-Strategic Pla
 Records Supv-Tuition-Expunging
 Fuel-Unit 781
 Water-Conf Room
 Refund-Target/Michaels
 UCI Police Recognition Event
 Frames/Shadow Box-Employee Rec
 Remarkable Monthly Tablet Fee
 Starbucks Purchase Error
 Drinks-Tennis Ctr RFP Meeting
 Monthly Charge
 Monthly Charges
 Chair for Commissioner Byron
 Commendation Frame for Commisi
 Embroidery Charges for Commisi
 MLK Prayer Breakfast Registrat

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>
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Line Description: Priceless Pets Fundraising Eve
 Staff Training
 Food-Snoopy House Event
 Canva Flyer Subscription
 Employee Night-Snoopy House Ev
 Prime Monthly Fee
 Update-PC Chair Mats
 Storage Rack-Dept Equip
 Mat-Prevent New Carpet Stains
 Disinfeting Equip-Patron Items
 City Council Meeting Meal
 3 32" Telv. for Transitioning
 Labels for Client Bins-Bridge
 3 Garden Patio Umbrellas for B
 Bookcase for Bridge Shelter Cl
 Supplies for Transitioning Cli
 Rec Equip-Youth Sports
 Day Camp Excursion 1/4/23 50+6
 PO Box Fee
 Postage Charges
 Business Meeting
 Annual Subscription
 Rec Equip-LEAP Program
 Art/Crafts Supp-LEAP Program
 LEAP-Subscription/Books Credit
 Rec Supplies
 Event Parking
 Office Supp-Animal Care Svs
 Special Event Equip-Animal Car
 Food/Supp-Teen Program
 Rec Equip-Teen Program
 Office Equip-Teen Program
 Annual Subscription Fee
 Monthly Subscription Fees
 Food/Supp-Day Camp
 Day Camp Excursion 12/28/22 50
 RainedOut Subscription Fee
 Gen Trng-Women's Leadership
 Arts/Crafts-ROCKS Program

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>
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Line Description:

- Office Supp-ROCKS Program
- Food/Supp-ROCKS Program (20)
- Bottled Water-ROCKS Program 20
- Safe-NHCC
- Decor-Wedding Expo
- Computer Adaptor-NHCC
- Professional Development
- FVP Restoration Tools/Supp
- FVP Signage & Carabiner Strap
- WLS 2/7/23 Meeting
- Supp-Recreation Classes
- Food-Holiday Donut Event
- Cricut Design Subscription
- Movie Monday/Streaming Subscri
- Prime Membership
- Outreach Supplies
- Outreach Client Rides
- HDMI Cable Office Supply
- Icloud Storage Membership
- Webcam & Mic Office Supply
- Travel Insurance
- Reconnections-Amtrak
- Food-Staff Meeting
- Shipping Return Fees
- Supp-Senior Center Classes
- Supp-Senior Transport Shuttle
- Supp-Senior Birthday Celebrati
- Supp-Water Stateion/Movie Mond
- Heating Units-Classrooms
- Food-Veterans Social Group
- Refreshments-Artist Reception
- Equip-Senior Transport Shuttle
- Reg Fee-WLS Pro Dev Leadershi
- Supp-Senior Holiday Coffee Sta
- Rec Equip-DAC
- Meals-Snoopy House Staff
- RainedOut Subscription Fee
- Uniform Equip-Adult Sports
- Pro Dev Course-CEQA

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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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>
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Line Description: Business Meeting-Food
Coffee Supplies for CM Office
CCMF 2023 Annual Member Dinner
Dry Cleaning Srvs for Santa Su
Drycleaning Srvs for Table Clo
Refreshements for City Council
Refreshments foe Leadership Te
reMarkable Monthly Subscriptio
reMarkable Monthly Subscriptio

TOTAL \$260,590.53

End of Report

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

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>
015132	03/15/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
015133	03/15/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
015134	03/15/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
TOTAL					0.00

Report ID: CCM20010

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No.
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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>
0241674	03/17/23	O	AT & T <i>Line Description: Overflow</i>	0000001107	0.00
TOTAL					0.00

End of Report

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

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>
0241751	03/24/23	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
TOTAL					0.00

amount
4,047.42
1,294,019.51
0.00
1,298,066.93

Bank: CITY
 Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241741	03/24/23	P	All American Asphalt <i>Line Description:</i> Prkway Maint #21-03/#400015 Retention #21-03/#400015	0000000971	310,417.66
0241742	03/24/23	P	BrightView Landscape Services Inc <i>Line Description:</i> Landscape Maint Svc-Feb 2023 July Maint Adjustment Irrigation Repairs-Feb 2023	0000026055	214,759.46
0241743	03/24/23	P	CJ Concrete Construction Inc <i>Line Description:</i> Sidewalk Proj Thru 1/19/23	0000004857	28,461.25
0241744	03/24/23	P	Clean Street <i>Line Description:</i> Power Washing-Newport & 19th Street Sweeping Svc-Feb 23 Bus Shleters Pressure Wash	0000001098	66,846.87
0241745	03/24/23	P	Delillo Chevrolet Co <i>Line Description:</i> DOC FEE TIRE TAX TRADE IN FILING FEE CHEVROLET TAHOE SALES TAX (7.75%)	0000030044	50,028.29
0241746	03/24/23	P	GovOS Inc <i>Line Description:</i> Online Automation Platform	0000029535	21,450.00
0241747	03/24/23	P	Granicus LLC <i>Line Description:</i> Website Redesign Webhosting	0000015382	19,330.25

Bank: CITY
 Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241748	03/24/23	P	LINA	0000015623	29,940.64
			<i>Line Description:</i> Life/AD&D Ins Prem Mar 23 Retiree Life Insur Prem Mar 23 Voluntart Life Ins Prem Mar 23 NYL LTD Admin Fee Feb 23 LTD Ins Prem Mar 23		
0241749	03/24/23	P	Merrimac Energy Group	0000021566	16,822.71
			<i>Line Description:</i> Diesel Fuel-FS2 Diesel Fuel-FS1 Diesel Fuel- FS5 Diesel Fuel-FS6 Diesel Fuel-FS5 Diesel Fuel-FS1 Diesel-FS2 Diesel Fuel-FS6 Diesel Fuel-FS5		
0241750	03/24/23	P	Southern California Edison Company	0000004088	53,050.73
			<i>Line Description:</i> 744 James 2/7-3/7/23 350 Bristol 2/9-3/9/23 BCC 2/7-3/7/23 567 W 18th 2/7-3/7/23 2590 Placentia 2/7-3/7/23 Joann Bike Trail 2/4-2/28/23 360 Ogle 2/10-3/12/23 740 Jamesa 2/7-3/7/23 734 James 2/7-3/7/23 711 W 18th 2/7-3/7/23 707 W 18th 2/7-3/7/23 152 Baker 2/9-3/9/23 1587 Sunflower 2/8-3/8/23 Shleter 2/9-3/9/23 1050 Arlington 2/9-3/9/23 1990 Placentia 2/6-3/6/23		

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> 1071 Bristol 2/16-3/19/23 1040 Paularino 2/15-3/16/23 2944 Bristol 2/14-3/15/23 2612 Harbor 2/14-3/15/23 Fac & Equip 2/1-2/28/23 Park Maint 2/1-2/28/23		
0241752	03/24/23	P	Southern California Edison Company	0000004695	130,000.00
			<i>Line Description:</i> Prem Design Fee-Adam Ave		
0241753	03/24/23	P	State of Calif Dept of Health Care Svcs	0000027110	67,087.44
			<i>Line Description:</i> 2022 Q4 GEM Payment		
0241754	03/24/23	P	Verizon Wireless	0000008717	15,340.45
			<i>Line Description:</i> Fire Ipads Broad Band Svcs 1/18-2/17/23 PD Cell Phones 1/16-2/15/23 Phone Svcs Dev Svcs 2/18-3/17/		
0241755	03/24/23	P	Waymakers	0000027498	62,354.43
			<i>Line Description:</i> Juvenile Div. Svcs 10/1-12/31/		
0241756	03/24/23	P	West Coast Arborists Inc	0000004498	34,190.40
			<i>Line Description:</i> Tree Maintenance 2/16-2/28/23		
0241757	03/24/23	P	4Leaf Inc	0000029711	3,000.63
			<i>Line Description:</i> Plan Review-Jan 23		
0241758	03/24/23	P	Adam Ereth	0000029232	400.00
			<i>Line Description:</i> Planning Comm-Mar 23		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241759	03/24/23	P	Ai Ley Tan	0000029642	1,000.00
			<i>Line Description:</i> Yoga Session-Feb 23		
0241760	03/24/23	P	All City Management Services Inc	0000009480	13,295.85
			<i>Line Description:</i> School Crsng Guard 2/5-2/18/23		
0241761	03/24/23	P	Angely Vallarta	0000029193	400.00
			<i>Line Description:</i> Planning Comm-Mar 23		
0241762	03/24/23	P	Beginners Edge Sports Training LLC	0000027270	2,265.25
			<i>Line Description:</i> Instructor Payment-Winter 23		
0241763	03/24/23	P	Blue Cosmo	0000026920	1,410.62
			<i>Line Description:</i> Cr Feb 2023 Charges Cr Feb 2023 Charges Satellite Phone Svcs-Feb 23 Satellite Phone Svcs-Jan 23		
0241764	03/24/23	P	Bracken's Kitchen Inc	0000029468	12,472.54
			<i>Line Description:</i> Shelter Meal Svc 2/13-2/26/23		
0241765	03/24/23	P	Bureau Veritas North America Inc	0000016616	4,844.01
			<i>Line Description:</i> Plan Review-		
0241766	03/24/23	P	CALBO	0000001483	1,365.00
			<i>Line Description:</i> Education Wk OC Reg-7 Empl		
0241767	03/24/23	P	CSG Consultants Inc	0000001887	426.48
			<i>Line Description:</i> Fire Plan Check Svc-Jan 23		

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>
0241768	03/24/23	P	Canon Financial Services Inc	0000023241	2,104.46
			<i>Line Description:</i> Copier Lease 3/20-4/19/23 Copier Lease-Mar 23 Copier Lease-Dev Svs-Mar 23		
0241769	03/24/23	P	Cassius Rutherford	0000026851	300.00
			<i>Line Description:</i> Parks/Arts/Comm Commission		
0241770	03/24/23	P	Compressed Air Specialties Inc	0000020784	1,337.92
			<i>Line Description:</i> SALES TAX (7.75%) AIR COMPRESSOR REPAIR		
0241771	03/24/23	P	County of Orange	0000003486	1,129.32
			<i>Line Description:</i> Teletype-Feb 2023		
0241772	03/24/23	P	Dixon Resources Unlimited	0000027441	5,353.75
			<i>Line Description:</i> On-Call Support Svc-feb 23		
0241773	03/24/23	P	Elizabeth Dorn Parker	0000029192	300.00
			<i>Line Description:</i> Parks/Arts/Comm Commission		
0241774	03/24/23	P	Entenmann Rovin Company	0000002130	623.09
			<i>Line Description:</i> Name Bars		
0241775	03/24/23	P	Enterprise Rent A Car	0000002131	5,111.52
			<i>Line Description:</i> Undercover Car Rental Undercover Car Rental Undercover Car Rental Undercover Car Rental Undercover Car Rental		

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>
0241776	03/24/23	P	Fair Housing Foundation	0000019956	1,454.26
			<i>Line Description:</i> Fair Housing Svc-Feb 2023		
0241777	03/24/23	P	Federal Technology Solutions Inc	0000024174	3,260.81
			<i>Line Description:</i> Installation of cables for Bod		
0241778	03/24/23	P	Fisher Derderian	0000030055	200.00
			<i>Line Description:</i> Art Comm Mtn Feb-Mar 2023		
0241779	03/24/23	P	Ford Fleet Care	0000026262	1,696.45
			<i>Line Description:</i> Repair-Dec 2022		
0241780	03/24/23	P	Galls LLC	0000002297	1,020.45
			<i>Line Description:</i> Lt & Capt Bars Safety Vest-Soto		
0241781	03/24/23	P	General Data Company	0000023334	862.47
			<i>Line Description:</i> Printer Repair Svcs		
0241782	03/24/23	P	Grainger	0000002393	29.50
			<i>Line Description:</i> SALES TAX (7.75%) Return Item Cr ANTI-FATIGUE MAT SALES TAX (7.75%) ANTI-FATIGUE MAT Cr ANTI-FATIGUE MAT SALES TAX (7.75%) Supplies		
0241783	03/24/23	P	Hanks Electrical Supplies	0000002445	3,131.67
			<i>Line Description:</i> Electrical Supplies		

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> Electrical Supplies Electrical Supplies Electrical Supplies Electrical Supplies Electrical Supplies Electrical Supplies Electrical Supplies Electrical Supplies		
0241784	03/24/23	P	Hirsch Pipe & Supply Company Inc	0000026475	832.68
			<i>Line Description:</i> Plumbing Supplies Plumbing Supplies Plumbing Supplies		
0241785	03/24/23	P	IDS Group Inc	0000022643	5,834.50
			<i>Line Description:</i> IT Office/Training Room		
0241786	03/24/23	P	Interwest Consulting Group Inc	0000021505	397.68
			<i>Line Description:</i> Building Plan Review-Oct 22		
0241787	03/24/23	P	Jimmy Vivar	0000029412	400.00
			<i>Line Description:</i> Planning Comm-Mar 23		
0241788	03/24/23	P	Jonathan Zich	0000026312	400.00
			<i>Line Description:</i> Planning Comm-Mar 23		
0241789	03/24/23	P	Jose Rojas	0000029411	400.00
			<i>Line Description:</i> Planning Comm-Mar 23		
0241790	03/24/23	P	Keegans Concrete Inc	0000030050	4,500.00
			<i>Line Description:</i> Refund Permit PS22-01188		

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>
0241791	03/24/23	P	Kelly Brown	0000029489	300.00
			<i>Line Description:</i> Parks/Arts/Comm Commission		
0241792	03/24/23	P	LSA Associates Inc	0000003007	2,464.65
			<i>Line Description:</i> Seniors Center's Traffic Study		
0241793	03/24/23	P	LexisNexis Risk Data Management Inc	0000019179	288.00
			<i>Line Description:</i> Public Record Access Feb 2023		
0241794	03/24/23	P	Los Angeles Times	0000003000	2,102.50
			<i>Line Description:</i> Legal Advertising		
0241795	03/24/23	P	Mad Science of West Orange County	0000029437	788.00
			<i>Line Description:</i> SCIENCE ENRICHMENT WORKSHOPS SCIENCE DAY CAMP PROGRAM		
0241796	03/24/23	P	Melad & Associates	0000005068	537.73
			<i>Line Description:</i> Plan Reviews		
0241797	03/24/23	P	MetLife Legal Plans Inc	0000014707	4,113.00
			<i>Line Description:</i> Legal March 2023		
0241798	03/24/23	P	Navia Benefit Solutions	0000029853	318.50
			<i>Line Description:</i> FSA Admin Fees Feb 2023		
0241799	03/24/23	P	Nico Hospitality LLC	0000028926	2,613.38
			<i>Line Description:</i> Family Outreach Stay Family Motel Stay-Via Outreach		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241800	03/24/23	P	Omari Smith	0000029906	120.00
			<i>Line Description:</i> Basketball Referee 3/15/23 Basketball Referee 3/20/23		
0241801	03/24/23	P	Oracle America Inc	0000003419	2,394.57
			<i>Line Description:</i> MICROSOFT FOCUS VISUAL		
0241802	03/24/23	P	Orange County Chiefs & Sheriffs Assn	0000003748	200.00
			<i>Line Description:</i> Conference Registration Fee		
0241803	03/24/23	P	Paul's Pet Food Express	0000026626	61.20
			<i>Line Description:</i> Food for PSD Aran		
0241804	03/24/23	P	Paulette Suiter	0000026820	390.00
			<i>Line Description:</i> Instructor Payment-Winter 23		
0241805	03/24/23	P	Priceless Pet Rescue	0000026000	225.00
			<i>Line Description:</i> Animal Transfer Fee Feb 2023		
0241806	03/24/23	P	Priority Landscape Services LLC	0000026592	3,904.00
			<i>Line Description:</i> Tree Care & Plantings Feb 23		
0241807	03/24/23	P	Proactive Engineering Consultants Inc	0000028916	12,113.13
			<i>Line Description:</i> Westside Storm Drain Improv PI		
0241808	03/24/23	P	Resource Building Materials	0000024350	1,438.46
			<i>Line Description:</i> Sand for Making Rain Sandbags Sand for Making Rain Sandbags		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241809	03/24/23	P	Russell Toler	0000029127	400.00
			<i>Line Description:</i> Planning Comm-Mar 23		
0241810	03/24/23	P	S Gordin Structural Design &	0000014546	4,800.00
			<i>Line Description:</i> Structural Investigation & Rep Structural Design&Eng Svcs PD		
0241811	03/24/23	P	SHI International Corp	0000016007	90.00
			<i>Line Description:</i> Acrobat for 2 Outreach Workers		
0241812	03/24/23	P	Scott Glabb	0000020105	300.00
			<i>Line Description:</i> Parks/Arts/Comm Commission		
0241813	03/24/23	P	Scott Peterson	0000027265	50.00
			<i>Line Description:</i> Instructor Payment-Winter 2023		
0241814	03/24/23	P	Sean Simon	0000029869	120.00
			<i>Line Description:</i> Basketball Referee 3/20/23 Basketball Referee 3/15/23		
0241815	03/24/23	P	Shaynne Wright	0000030053	200.00
			<i>Line Description:</i> Parks/Art/Comm Commission		
0241816	03/24/23	P	So Cal Sandbags Inc	0000024349	934.88
			<i>Line Description:</i> Topsoil		
0241817	03/24/23	P	Southern California Gas Company	0000004092	758.08
			<i>Line Description:</i> Shelter 2/9-3/13/23		

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>
0241818	03/24/23	P	State of California Dept of Justice <i>Line Description:</i> Livescan/Fingerprinting Servic	0000001534	2,078.00
0241819	03/24/23	P	Susan Saxe Clifford PHD <i>Line Description:</i> Pre-Employment Psych Eval Pre Employment Psych Eval	0000003932	1,350.00
0241820	03/24/23	P	Taco Revolution <i>Line Description:</i> SOY Bike Rodeo Taco Bar	0000029479	2,800.00
0241821	03/24/23	P	Teleflex LLC <i>Line Description:</i> SALES TAX (7.75%) EZ-IO 25MM NEEDLE SET + STABIL	0000027253	3,582.69
0241822	03/24/23	P	Terry Wall <i>Line Description:</i> Parks/Art/Comm Commission	0000030052	200.00
0241823	03/24/23	P	The Code Group Inc <i>Line Description:</i> Professional Consulting Svcs	0000025073	470.80
0241824	03/24/23	P	Timothy Taber <i>Line Description:</i> Planning Comm-Mar 23	0000012929	400.00
0241825	03/24/23	P	Turnout Maintenance Company LLC <i>Line Description:</i> Uniform Cleaning	0000020182	261.00
0241826	03/24/23	P	US Bank <i>Line Description:</i> Payroll 23-05	0000002228	2,382.70

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>
0241827	03/24/23	P	US Postal Service	0000004376	10,000.00
			<i>Line Description:</i> Prepaid Postage		
0241828	03/24/23	P	United Site Services of California Inc	0000015552	214.00
			<i>Line Description:</i> Portable Toilet Srvs 1/4-1/31/ Portable Toilet Srvs Feb 23 Portable Toilet Srvs Feb 23 Portable Toilet Srvs 2/1-2/28		
0241829	03/24/23	P	Verizon Wireless	0000008717	830.22
			<i>Line Description:</i> Cal Net 3 Broadband Srvc 1/31/		
0241830	03/24/23	P	Vortex Industries Inc	0000004437	3,923.59
			<i>Line Description:</i> Door Repairs		
0241831	03/24/23	P	Vulcan Materials Company	0000007403	1,673.72
			<i>Line Description:</i> Asphalt Potholes Sidwalk Ramps Asphalt Potholes Sidewalk Ramp		
0241832	03/24/23	P	WEX Health Inc	0000029308	372.40
			<i>Line Description:</i> FSA Admin Fees Mar 2023		
0241833	03/24/23	P	WSP USA Environment & Infrastructure Inc	0000029873	1,008.00
			<i>Line Description:</i> NPDES Industrial/Comm Inspect.		
0241834	03/24/23	P	Ware Disposal Inc	0000000255	1,664.48
			<i>Line Description:</i> James St Nov-Jan		

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>
0241835	03/24/23	P	Waterline Technologies Inc <i>Line Description:</i> Pool Chemicals	0000014520	534.91
0241836	03/24/23	P	Williams Scotsman Inc <i>Line Description:</i> Lease and Removal of Trailer	0000010492	2,592.43
0241837	03/24/23	P	Wittman Enterprises LLC <i>Line Description:</i> Feb 2023 Billing	0000026639	14,014.00
TOTAL					\$1,294,019.51

Bank: DDP1

Cycle: ADDER1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015154	03/24/23	P	Alisa Ochoa	0000029944	300.00
			<i>Line Description:</i> Art Comm Mtn Jan-Mar 2023		
015155	03/24/23	P	Allison Mann	0000001338	300.00
			<i>Line Description:</i> Art Comm Mtn Jan-Mar 2023		
015156	03/24/23	P	Bryan McMahon	0000027367	900.00
			<i>Line Description:</i> Company Officer 2B Haz Mat IC Company Officer 2C		
015157	03/24/23	P	Charlene M Ashendorf	0000017428	300.00
			<i>Line Description:</i> Art Comm Mtn Jan-Mar 2023		
015158	03/24/23	P	Deborah Wondercheck	0000029941	300.00
			<i>Line Description:</i> Art Comm Mtn Jan-Mar 2023		
015159	03/24/23	P	Erica Lucia	0000029943	300.00
			<i>Line Description:</i> Art Comm Mtn Jan-Mar 2023		
015160	03/24/23	P	Heidi Zuckerman	0000029942	300.00
			<i>Line Description:</i> Art Comm Mtn Jan-Mar 2023		
015161	03/24/23	P	James Grovom	0000029196	250.00
			<i>Line Description:</i> Paramedic Locense Recert		
015162	03/24/23	P	Lori Ann Farrell Harrison	0000029385	387.42
			<i>Line Description:</i> 2023 City Mgr Conf		

City of Costa Mesa Accounts Payable
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>
015163	03/24/23	P	Omar Amaya	0000027488	460.00
			<i>Line Description:</i> Instructor 1		
015164	03/24/23	P	Steve Savage	0000010532	250.00
			<i>Line Description:</i> Paramedic Locense Recert		
TOTAL					\$4,047.42



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1144

Meeting Date: 4/4/2023

TITLE:

A RESOLUTION RECOGNIZING AND DECLARING JUNE 19 OF EACH YEAR AS A PAID CITY HOLIDAY IN OBSERVANCE OF JUNETEENTH

DEPARTMENT: CITY MANAGER'S OFFICE, HUMAN RESOURCES

PRESENTED BY: KASAMA LEE, HUMAN RESOURCES MANAGER

CONTACT INFORMATION: KASAMA LEE, HUMAN RESOURCES MANAGER (714) 754-5169

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2023-XX declaring Juneteenth as a City holiday (Attachment I).

BACKGROUND:

President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863 to free more than three million enslaved people in the Confederate states, but Texas was considered a safe haven for slaveholders until federal troops arrived more than two years later on June 19, 1865 bringing news of the Emancipation Proclamation and the end of the Civil War.

In 2003, California's legislature passed a resolution recognizing Juneteenth as a day to honor and reflect on the significant contribution and advances made by African Americans in our state, to commemorate the strength and determination of African Americans throughout their history. On June 17, 2021, Juneteenth became a federal holiday when President Joe Biden signed the Juneteenth National Independence Day Act into law. On September 29, 2022, Governor Gavin Newsom signed Assembly Bill 1655 which adds Juneteenth to the list of paid state holidays.

As such, it is recommended to recognize and declare June 19 of each year as a paid City holiday in observance of Juneteenth. City offices will be closed and citizens and employees are encouraged to reflect and take part in celebrating the holiday.

ANALYSIS:

At the June 7, 2022 City Council Meeting, the City issued a Proclamation proclaiming June 19, 2022 as Juneteenth in the City of Costa Mesa and urging all citizens to become more aware of the significance of the celebration in African American history and the heritage of our nation and City.

As noted in the proclamation, Juneteenth is a day of reflection, a day of renewal, and a pride-filled day during which we develop a greater understanding and appreciation of the African American

experience and their achievements across the City, the state and the nation.

ALTERNATIVES:

The City may choose not to recognize and declare June 19 as a paid City holiday in observance of Juneteenth.

FISCAL REVIEW:

The costs associated with implementing this additional holiday and providing alternative leave benefits for safety employees that are unable to take the holiday due to 24/7 operational requirements are estimated at \$133,113.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and resolution, and has approved them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

The item is administrative in nature.

CONCLUSION:

Staff recommends the City Council adopt a resolution recognizing and declaring June 19 of each year as a paid City holiday in observance of Juneteenth (Attachment I).

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, RECOGNIZING AND DECLARING JUNE 19 OF EACH YEAR AS A PAID HOLIDAY IN OBSERVANCE OF JUNETEENTH.

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

WHEREAS, Juneteenth, also known as “Juneteenth Independence Day”, “Emancipation Day”, “Emancipation Celebration” and “Freedom Day”, is the oldest African American holiday observance in the United States; and

WHEREAS, President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, to free more than three million enslaved people in the Confederate states, but Texas was considered a safe haven for slaveholders until federal troops arrived more than two years later on June 19, 1865; and

WHEREAS, historically, Juneteenth observances have not always received acknowledgement and recognition, though Juneteenth is a critical component of American history as it marks a turning point in our nation and a step towards equality; and

WHEREAS, in 2003, California’s legislature passed a resolution recognizing Juneteenth as a day to honor and reflect on the significant contribution and advances made by African Americans in our state, to commemorate the strength and determination of African Americans throughout their history; and

WHEREAS, Juneteenth is an opportunity to truthfully acknowledge a period in our history that shaped and continues to influence our society today and time to honor and pay respect for the sufferings of slavery; and

WHEREAS, Juneteenth is a day of reflection, a day of renewal, a pride-filled day during which we develop a greater understanding and appreciation of the African American experience; and

WHEREAS, only through collectively striving may we close gaps of the immeasurable distance between us and affirm the promise of the Declaration of Independence that all people have the right to life, liberty and the pursuit of happiness; and

WHEREAS, Juneteenth is a day to recognize and appreciate the achievements of African Americans across the City, the state and the nation in areas including education,

law, medicine, art, culture, public and military service, business, theology, athletics, and civil rights; and

WHEREAS, the City of Costa Mesa strives to be a community that offers equal opportunity to its citizens, all of whom deserve to live with dignity and respect, free from fear and violence, and protected against discrimination; and

WHEREAS, the City of Costa Mesa supports and encourages the unified understanding of one another's experiences in our place of work and throughout the community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa that it recognizes and declares June 19 of each year as a paid holiday in observance of Juneteenth.

PASSED AND ADOPTED this 4th day of April, 2023.

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 is the original of Resolution No. 2023-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 4th day of April, 2023, 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 5th day of April, 2023.

Brenda Green, City Clerk

(SEAL)



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1145

Meeting Date: 4/4/2023

TITLE:

THIRD PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES

DEPARTMENT: CITY MANAGER'S OFFICE, HUMAN RESOURCES DIVISION

PRESENTED BY: KASAMA LEE, HUMAN RESOURCES MANAGER

CONTACT INFORMATION: KASAMA LEE, HUMAN RESOURCES MANAGER, (714) 754-5169

RECOMMENDATION:

Staff recommends the City Council:

1. Award the contract for Third Party Workers Compensation Claims Administration Services per Request for Proposal (RFP) to AdminSure, Inc.
2. Authorize the City Manager and City Clerk to execute the five (5) year Professional Services Agreement for the contract (Attachment I).

BACKGROUND:

As a self-insured public entity, the City contracts with a third-party administrator (TPA) for workers' compensation claim adjusting services. TPA's have personnel with specialized skills and certifications required to effectively and efficiently handle workers' compensation claims caseloads. Specifically, they work with injured employees, medical providers, FEHA and ADA consultants, and attorneys in investigating, negotiating and settling claims filed by injured employees. The TPA acts as the primary handler of claims and serves in an advisory role to City staff by making recommendations on the appropriate disposition (settlement or denial) of claims.

Effective April 1, 2018, the City entered into an agreement with AdminSure, Inc. in order to continue TPA services for the handling of the City's workers' compensation claims. This agreement will end on March 31, 2023. The City competitively bid workers' compensation TPA services, as a proactive and accountability measure, a formal market exploration was necessary to insure the City is receiving the best services at a fair price.

On February 16, 2023, the Purchasing Division advertised a Request for Proposal (RFP) No. 23-10 Third Party Workers' Compensation Claims Administration. RFP No. 23-10 was released with the following schedule:

- Release of RFP February 16, 2023
- Deadline for Written Questions February 23, 2023

- Responses to Questions Posted on Web February 27, 2023
- Proposals Due March 2, 2023

ANALYSIS:

In response to the City’s RFP, one (1) proposal was received from AdminSure, Inc. The proposal was reviewed by an Evaluation Committee consisting of City staff members. The proposal was reviewed using the following criteria:

- Qualifications Key Personnel
- Qualification of the Firm Experience
- Method of Approach
- Cost proposal

AdminSure surpassed all required qualifications. AdminSure has extensive Orange County workers’ compensation claim administration experience and demonstrates a detailed customer service delivery process. AdminSure offers a web-based user-friendly software system that operates within a paperless environment which provides current and detailed information. In addition, AdminSure provides direct access to reports and workers’ compensation data in real time, which will provide better tools to assist the City staff with proactive workers’ compensation claims management and enhance efficiencies. AdminSure also has in-house registered nurses that assist their adjusters with medical authorizations, and provides injured workers with the assistance in scheduling appointment (s), securing transportation if needed, answering questions about medications and reviewing details about their treatment plan and care.

ALTERNATIVES:

The City could bring workers’ compensation claims administration in-house utilizing City staff. The potential cost of an in-house administration program is estimated to significantly exceed anticipated contract costs. In order to staff the program as currently constituted with the TPA, a claims supervisor, claims adjuster and claims assistant would need to be hired and an annual licensing fee would be paid for required software. TPA firms such as AdminSure have a vast array of resources at their disposal including legal services, medical specialists, and undercover investigators which the City would have to contract for as the need arose. Thus, staff believes that the most efficient and effective way to provide these services is to contract out.

FISCAL REVIEW:

Sufficient funds are proposed in the Human Resources Division budget for the proposed agreement.

LEGAL REVIEW:

The attached professional services agreement has been reviewed by the City Attorney’s Office and approved as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends that the City Council:

1. Award the contract for Third Party Workers Compensation Claims Administration Services per Request for Proposal (RFP) to AdminSure, Inc.
2. Authorize the City Manager and City Clerk to execute the five (5) year Professional Services Agreement for the contract (Attachment I).

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
ADMINSURE, INC**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 4th day of April, 2023 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and ADMINSURE, INC (“Consultant”).

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide worker’s compensation administration services, as more fully described herein; and

B. 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. 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. 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 City’s Request for Proposals, attached hereto as Exhibit “A,” and Consultant’s Proposal, attached hereto as Exhibit “B,” both incorporated herein.

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

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 Manager or designee, 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, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a

period of 60 months, ending on March 31, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (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 limit per accident 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.

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.

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:

AdminSure, Inc.
3380 Shelby St.
Ontario, CA 91764
Tel: (909) 396-5814
Attn: Alithia Vargas-Flores

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5061
Attn: Itzia Carvajal

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 "E" and incorporated herein. Consultant's failure to conform to the requirements set forth in

Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

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

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its 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 Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that

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

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

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

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

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

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

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. 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.

6.22. 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.

6.23. 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.

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

6.25. 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.

6.26. 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.

6.27. 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.

6.28. 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

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
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:

Itzia Carvajal
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Kasama Lee
Human Resource Manager

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

23-10

FOR

THIRD PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION



Human Resources Department

CITY OF COSTA MESA

Released on February 16, 2023

REQUEST FOR PROPOSAL
THIRD PARTY LIABILITY CLAIMS ADMINISTRATION

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants for **Third Party Liability Claims Administration** for the Human Resources Department. The awarded Contractor, (hereinafter referred to as “Contractor”) shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 years with 2 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$206 million and a total budget of \$163.5 million for fiscal year 2022-2023.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

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

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

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** Any City response relevant to this RFP other than through or approved by City’s Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City’s Purchasing Department. It is

the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. Schedule of Events: This Request For Proposal shall be governed by the following schedule:

Release of RFP	February 16, 2023
Deadline for Written Questions	February 23, 2023 at 12:00 p.m.
Responses to Questions Posted	February 27, 2023 by 5:00 p.m.
Proposals are Due	March 2, 2023 at 10:00 a.m.
Interviews	TBD
Approval of Contract (Tentative)	March 2023

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

3. Proposer’s Minimum Requirements: Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A– Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

1. Must be licensed by the State of California as a Third-Party Administrator (TPA).
2. Have a claim administration office within reasonable proximity to the City of Costa Mesa.
3. Have a minimum of ten (10) years' experience administering claims as a claim administrator for a public entity.
4. Have sufficient means and/or resources to conduct field investigations, provide prompt reporting and adjudication of medical and indemnity payments.
5. Have an electronic database capable of producing specialized and ad hoc reports in addition to those required by the State of California.
6. Have not received sanctions for nonconforming performance by the California Department of Industrial Relations (DIR) in the past three years. (Subject to verification with the State).

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Proposal Format Guidelines: Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer’s response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor’s office located nearest

to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.

- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
 2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
 3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).

4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years have you been in business under your present business name?
6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

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

- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow an evaluation of firm's financial capabilities.
- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix C. Proposals shall be valid for a minimum of 180 days following submission.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is

enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFP below.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:

1. Vendor Application Form
2. Company Profile & References
3. Ex Parte Communications Certificate
4. Disclosure of Government Positions
5. Disqualifications Questionnaire
6. Bidder/Applicant/Contractor Campaign Contribution
7. Cost Proposal

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the total lump sum fee.
 - ✓ A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project asks, number of hours assigned for specific personnel and their basic hourly rates.
- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** *Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than 10:00 a.m. March 2, 2023. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.*

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **February 23, 2023 at 12:00 P.M.** The City reserves the right not to answer all questions.

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

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

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents within ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten(10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

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

- 1. Qualifications of Key Personnel ----20%**
- 2. Qualifications of the Firm Experience ----40%**
- 3. Method of Approach ----35%**

4. Cost Proposal ---- 5%

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

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are **tentatively** scheduled for the week of March 8-10 2023 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628 or via video conference call. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

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

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

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

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

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

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

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

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

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

10. Conflict of Interest: The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any

Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

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

12. Conditions to Agreement: The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

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

14. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#). Proposers should check this web page daily for new information

APPENDIX A

SCOPE OF SERVICES

WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR SERVICES

INTRODUCTION

Through this Request for Proposals the City of Costa Mesa (hereinafter referred to as the "CV") is seeking professional services proposals from qualified and licensed Third Party Administrators (hereinafter referred to as the "Administrator or TPA") to provide workers compensation claims administration services for the self-insured Workers' Compensation Program. The City's Human Resources Division is responsible for management of the workers' compensation program including administering the TPA contract. The TPA contract includes: reporting injuries; employee contact; utilization review, providing lost time and salary information; training for managers, supervisors, and employees; nurse case management program and assisting with early return to work program; claimant service evaluation and maintenance of the City workers' compensation claim files. The City has the right to award multiple contracts for the ancillary services.

GENERAL DESCRIPTION OF WORK

The City employs approximately 487 full-time employees and 190 part-time employees. The City workers' program is self-insured for \$2,000,000 per occurrence. The Administrator must provide effective and efficient claims administration services to the City of Costa Mesa in accordance with all California laws. The objective is to provide the City's employees with appropriate benefits and medical treatment in a prompt and efficient manner.

MINIMUM QUALIFICATIONS

The proposal shall clearly demonstrate that the Administrator has the training, required licensing, experience, relevant expertise and a thorough knowledge of the professional services, functions, activities and related responsibilities to successfully perform their role in providing worker's compensation administration services. The successful Administrator shall have at a minimum the following qualifications:

The Administrator shall provide sufficient information in the proposal on how it will perform the required professional services in accordance with the specifications presented in this RFP.

The respondent shall provide adequate information and supporting documentation for the evaluation of its ability to successfully provide the services as described in the Scope of Work.

The goal of this RFP process is to secure a Third Party Administrator (TPA) to provide appropriate workers' compensation claims administration and related services. In addition, the TPA is expected to analyze loss data, identify trends and develop methods to reduce costs for the City, and at the same time, improve program efficiency and effectiveness.

To be considered, the TPA shall demonstrate that the firm has the personnel and capital resources, knowledge, expertise, experience, creativity, innovation, insight and customer service skills to serve as a third party administrator handling the City's claims. The TPA must respond to all the required items in this RFP. The TPA shall demonstrate that all services will be performed in a manner commensurate with the highest standards of professionals in the industry.

The respondent's management system shall have the capacity to transition all workers' compensation claims and related payment and file data from the existing system into data in the respondent's system within 30 days of awarding the contract. The City's claim payment data must remain intact.

The City reserves the right to select the Administrator that the City, in its sole discretion, will determine will best serve its Workers' Compensation Program.

SPECIFIC REQUIREMENTS — GENERAL RESPONSIBILITIES

The City of Costa Mesa is seeking a TPA who will be able to meet the minimum following service objectives:

Records

The Administrator shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the City that relates to the performance of services under this agreement. The Administrator shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. The Administrator shall provide free access to the representatives of the City or its designees at all proper times to such books and records, and give the City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of no less than three (3) years after receipt of final payment.

All original books, manuals, films or any other patentable or copyrightable material developed with contract funds, reproduced, prepared or caused to be prepared by the Administrator pursuant to or in connection with this agreement shall be the exclusive property/rights of the City. The Administrator shall not copyright any report required by this agreement. Any report, information and data acquired or required by this agreement shall become the property of the City, and all publication rights are reserved to the City.

All records, files, transcripts, computer tapes, and other material or workers' compensation adjusting activity reports prepared by the Administrator shall be the property of the City and must be relinquished by the Administrator to the City at

the conclusion of this contract. The City shall not be required to pay any additional costs for the retrieval of such information, documentation, and software.

The Administrator shall take all steps necessary to safeguard any data, files, reports or other information from confidentiality breaches, loss, destruction or erasure.

Liability for any costs or expense of replacing or damages resulting from the loss of such data shall be borne by the Administrator unless at the time of loss, said data was in the exclusive custody of the City.

Administrator will cooperate with City and make available any and all claim files and records available for audits. The City will have reasonable access to the necessary portions of Administrator facilities, records and files for review or audit purposes.

The City, at its option, shall have the right to have a claims audit(s) performed. The audit(s) will be directed to, including but not limited to, the following areas: Staffing; Examiner Caseloads; Reporting; Supervision; Case Reserves; File Documentation; Medical Payments; Disability Benefit Delivery; Fines & Penalties; Diary System; Claimant, Employer and Doctor Contact; Case Administration & Investigation; and Contract for Claim Administration Services; application of current WCAB rules and regulations and case law.

Dedicated Claims Unit and Assigned Personnel

The objective of this RFP is the establishment of a dedicated claims unit to service and manage the City's account exclusively. The respondent shall establish a dedicated claims office, or a segregated unit whose sole responsibility is the handling of the City's workers' compensation claims. Please provide staffing plan as requested in this document.

Administrator shall designate a full time Claims Supervisor to be assigned to this account who will act as the primary contact for the City and will be selected with the concurrence of the City. The Claims Supervisor must possess a State of California Self-Insurance Plan Certificate.

If for any reason the City finds, in its sole discretion, that the service provided by any assigned personnel is unsatisfactory, the Administrator will agree to assign replacement personnel that must also be approved by City.

Caseloads

Caseload for the purpose of this RFP and the resulting contract are defined as all open claims, indemnity and medical only, to calculate "Total Caseload." Claims that are designated as companion files will be counted with the master claim file as one claim file.

The maximum caseload for the assigned personnel shall be as follows:

Claims Assistant: Medical only claims

Claims Examiner: 175 open claims

Claims Supervisor: 20 open claims

If at any time during the term of the agreement the number of all open claims exceeds 175 per Examiner and 20 for the Supervisor, the Administrator shall, with the City's concurrence, assign additional staff to the City's account.

Program Administration

The City is seeking a TPA who shall meet the following minimum Program Administration objectives:

Develop policies and procedures relating to the workers' compensation claims program, as well as provide information and guidance regarding the workers' compensation program and specified claims.

Inform the City of current changes or proposed changes in statutes, rules and regulations and case law affecting the workers' compensation program.

Represent City in all matters related to the set-up, investigation, adjustment, processing, negotiation and resolution of workers' compensation claims against the City.

Facilitate risk management and other related seminars for department heads and/or City's staff at request of City.

Represent administrator at quarterly meetings with departments on-site at City, including the preparation of claim narratives for those attending the meetings.

Provide copies of file correspondence and documentation as requested. Maintain and store all hardcopy files for five (5) years after file is closed.

Destroy any claim records by shredding. There will be no additional cost to City for destruction of claim records. Provide Certificate of Destruction for all documents.

Administrator shall provide to City, at no additional cost, within five (5) business days of the date of termination of an Agreement, all claims, reports, files and electronic data of City's self-insured workers' compensation annual reports.

Claims Administration

The City is seeking a TPA who shall meet the following minimum Claims Administration objectives:

Administer worker's compensation benefits in accordance with the California State Labor Code.

Within twenty-four (24) hours of receipt of the Employer's First Report of Injury, the claims administrator will make initial contact with the injured employee and establish a claims file.

All claim files, within the laws regarding medical information, are to be made available for review by the City anytime during the administrator's regular business hours.

Maintain Utilization Review process as governed by Labor Code section 4610 to review treatment recommended by physicians to determine if it is medically necessary, either in-house or with the respective City's contracted vendor.

Monitor treatment programs for injured employees to ensure that they receive proper care and to avoid over treatment situations.

Investigate and recommend special, outside independent investigations for questionable claims with the consent, coordination and assistance of the City.

Serve all medical reports on interested parties to a claim and file with the appropriate State agency within five (5) days of receipt.

Complete a thorough analysis of relevant factors and coordinate recommendations with the City for settlement/disposition of claims. Final settlement authority shall rest with the City.

Respond to City staff inquiries within twenty-four (24) hours and on the same day involving critical issues.

Provide Medicare Agent Services and the required reporting (including Section 111 of the Medicare, Medicaid & SCHIP Extension Act (MMSEA) of 2007).

Administrator shall obtain information regarding specific restrictions from the doctors and work with the City to attempt and get the employee back to work in a light duty capacity when employee is able and approved by City Department.

Medical Service and Expenditures

With respect to medical services provided to employees who incur job-related injuries or illnesses, the Administrator shall:

Develop and recommend, as requested by City, a panel of physicians for the first treatment of employee injury or illness and recommend a panel of medical specialists for treatment requiring long-term or specialty care, utilizing those that are approved by the City.

Monitor treatment programs for injured or ill employees including review of all doctors' reports, referring as necessary to a State-approved and City-approved utilization review management program for required determinations.

Maintain close liaison with treating physicians.

Provide guidance in the evaluation of physical capacity of injured employees and their ability to return to work. Determine eligibility for and authorize payment of medical benefits, and arrange and authorize examinations to determine the nature and extent of disability.

Arrange and advise all interested parties to a claim of all medical appointments, including Agreed or Independent Medical Evaluations, using the panel list agreed upon between Administrator and City or as required by the State agency.

File and serve all medical reports on interested parties of a claim and with the appropriate State agency within five (5) days of receipt.

Submit all billings for medical review for reasonableness, using the State Medical Fee Schedule to a City-approved bill review service.

Assist City, as requested, with establishing a Medical Provider Network (MPN) to treat injured workers.

Consultation

With respect to consultation provided to City and/or employees who incur job-related injuries or illnesses, the Administrator shall:

Provide information and guidance to injured employees regarding the benefits they will receive in accordance with City policies.

Attend appointments, including but not limited to meetings, conferences, court appearances, and scene investigations at the request of City staff.

Provide information, guidance and assistance to injured employees regarding permanent disability ratings, Qualified Medical and Agreed Medical Examiner process, delay process, conditional denial process and settlement of claims.

Assist the City in solving employee non-legal problems arising out of industrial injury cases.

Work with the injured employees, City personnel and other agencies to provide rehabilitation, retraining or reassignment of employees with physical or performance limitations arising out of industrial injuries.

Assist in developing policies and procedures to insure that the return to work by, or reassignment of, injured employees is consistent with the medical findings.

Assist the City, as requested, with cost containment and incentive programs.

Nurse Case Management

The City uses Nurse Case Management to assist with improving the return to work process and managing complex medical cases. Recommend referral and with the consent of City, submit a claim for nurse case management services for assistance in medical control of the claim or for consultation to a City-approved nurse case management company.

Litigation Management

Litigation management services by the Administrator shall, at a minimum, include the following:

Refer litigated cases to attorneys using a listing of legal firms provided by the City.

Assist in the preparation of litigated cases.

Assist in negotiation of Compromise and Release settlements.

Assist with coordination of structured settlement expert(s) for complex settlements.

Monitor all cases for potential subrogation recoveries, prepare correspondence to effect collection, and assist legal counsel where litigation is required to affect recovery.

Ensure that, for employees who are represented by legal counsel, their attorneys receive copies of reports and correspondence as appropriate/required.

Maintain a litigation management budget for each litigated file and provide litigation status reports on a monthly basis for each litigation file.

Cooperate fully with all attorneys chosen by the City, including the

City Attorney.

Information Management and Reports

The City is seeking a TPA who shall meet the following minimum Information Management and Reports objectives:

Provide City's management with computerized reports at specified intervals on new claims, closed claims, paid losses, incurred costs, the progress of individual claims and the effectiveness of safety and other cost control programs.

Administer and provide a comprehensive annual statistical summary survey customized to meet the City's needs, and if requested by the City, a narrative report to serve as the basis for evaluation of City programs.

Prepare the City's annual Cal-OSHA Log 300 and the annual Public Entities Self-Insurers Report as required by the Department of Industrial Relations, Self-Insurance

Plans. Reports are to be submitted to the City no later than 30 days prior to the due date.

Provide a written status of cases, as selected by the City, and meet with the City representatives to discuss these cases at established intervals.

Upon request by the City, Administrator shall provide online usage of Administrator's computer system at designated individual agency sites.

Upon request by the City, Administrator shall provide secure, electronic reports to allow performance of certain routine data analysis by the City. It is recommended that this data and similar reporting be accessible to the City via the proposer's software system and that reports be run by the end user (City).

Upon request by the City, provide narrative or analytical reports regarding major cases. Provide the City with copies of initial and quarterly reporting to Medicare.

Financial Management

The City shall establish a Workers' Compensation Trust Fund, of which the Workers' Compensation Administrator shall be designated co-trustee. The purpose of this fund shall be to pay medical/legal and other expenses incurred as a result of accepted industrial injuries/illnesses, as well as payment of Workers' Compensation benefits to which eligible employees are entitled. With respect to the Trust Fund, it shall be the responsibility of the Workers' Compensation Administrator to:

Report to the City at least monthly, or as needed, of charges against the fund, and obtain reimbursement to maintain the fund at an appropriate level determined by the City.

Manage the Trust Fund in a reasonable and prudent manner and in compliance with City policies.

Issue vouchers to the City from the Trust Fund in those instances where an employee is paid benefits directly by the City, i.e. Labor Code 4850 pay, temporary total disability benefits or salary continuation in lieu of temporary disability benefits.

Actively collect any overpayment of benefits.

Reimburse the City for any penalties assessed against the City which is found to be the result of Administrator's lack of proper claims handling or the holding of checks due to insufficient funds in the bank account.

Establish procedures and necessary documentation enabling the City to write checks for payment of benefits or to have the Administrator draw checks for payment of benefits on an appropriate account of the City.

Absorb any costs for the printing of any checks. The City's name will appear on the check, and be imprinted on all check copies. All checks shall be printed in

numerical order, locked and controlled by the Administrator's accounting department. All checks must be accounted for as payments, voids, etc.

Use a separate check register for the City. Daily entries will be made on all checks disbursed on the account. Credits, if any, shall be entered, as well as all deposits made on checks, received on reimbursement requests made from Administrator's office. Administrator shall provide City with a check register, mailed to City.

Provide City's accounting office, if requested, with one (1) copy of each check register, all voided checks, etc.

Review periodically all Trustee accounts to determine if initial deposit is adequate for handling the dollar volume for the month so that the holding of checks waiting for a deposit does not occur. In such instances where it is determined that deposit is inadequate, the Administrator's accounting office shall submit a report with a recommendation for an increase to the Trustee account based on this review. Prompt payments on the Administrator's reimbursement requests are a major factor in the efficiency of a Trustee account. The City's reimbursement payments should reach the Administrator's office within ten (10) days from the date of Administrator's request in order to maintain a continuous flow of checks issued throughout the month.

APPENDIX B
SAMPLE
PROFESSIONAL SERVICE AGREEMENT

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

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

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or

other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

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

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

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of

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

4.0. TERM AND TERMINATION

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

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

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

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

5.0. INSURANCE

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

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

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

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

thirty (30) days after written notice is given to City.

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

except as otherwise expressly provided in this Agreement.

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

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

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

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

IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

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

Provide courtesy copy to:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Department

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

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

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

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

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

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement.

Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other

projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and sub-consultants 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 sub-consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if

there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

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

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

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

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this

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

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

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

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

provision(s) through good faith negotiations.

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

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

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

CITY OF COSTA MESA,
A municipal corporation

_____ Date: _____
[Mayor or City Manager]

CONSULTANT

_____ Date: _____
Signature

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk of the City of Costa Mesa

APPROVED AS TO FORM:

_____ Date: _____
City Attorney

APPROVED AS TO INSURANCE:

Risk Management Date: _____

APPROVED AS TO CONTENT:

Project Manager Date: _____

DEPARTMENTAL APPROVAL

Department Director Date: _____

APPROVED AS TO PURCHASING:

Finance Director Date: _____

**APPENDIX C
FORMS**

**Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
Cost Proposal**



**VENDOR APPLICATION FORM
FOR
RFP No. 23-10 for Third Party Compensation Claims Administration**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

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

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number:

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

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer’s representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-10 for Third Party Compensation Claims Administration** at any time after **February 16, 2023**.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer’s representatives have communicated after **February 16, 2023** with a City Councilmember concerning informal **RFP No. 23-10 for Third Party Compensation Claims Administration**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No _____

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor's License Board:

Business Address:

Website Address:

Telephone Number:

Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: ___Yes
___No

If yes, please indicate sole proprietor's name and the name you are doing
business under:

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number:

Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number:

Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number:

Facsimile Number:

Email Address:

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:



BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION

DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____ Bidder/Applicant/Proposer

_____ Date

Cost Proposal

Task	Description	Total Estimate
A.	*Fee Description*	
TOTAL		

All originals of plans, field notes, data and calculations, reports, electronic files, etc., will be turned over to the City upon completion of work. Ten percent (10%) of the total contract fee will be withheld under final project documents are submitted to the City.

EXHIBIT B
CONSULTANT'S PROPOSAL

Third Party Workers' Compensation Claims Administration

**-Request for Proposal Response-
23-10**



March 1, 2023

**Third Party Administrators of Workers' Compensation and General Liability
Self-Insurance Programs in California since 1982**

**Alithia Vargas-Flores
President
3380 Shelby Street
Ontario, California 91764
909.396.5814**



Cover Letter

March 1, 2023

Michael Fuentes
City of Costa Mesa
77 Fair Drive
Costa Mesa, California 92626

Re: Request for Proposal 23-10 – Third Party Workers’ Compensation Claims Administration

Dear Michael Fuentes:

AdminSure Inc., a California Corporation (incorporated in 1982), is submitting a proposal response for Third Party Workers’ Compensation Claims Administration Program Services (Utilization Review Services and/or full or partial Bill Review Services) for the City of Costa Mesa. Our services are both comprehensive and flexible which will allow us to continue to conform to the City’s specific and overall needs as described in the Request for Proposal (RFP).

For over 40 years we have successfully managed Workers’ Compensation Programs for numerous full-service cities with police and fire departments (safety members). This is truly our specialty as the great majority of our client base is comprised of full-service cities like the City of Costa Mesa – specifically 78 Cities, 68 of which have public safety (police and fire) – we are a proven service provider. Since 2017, our local corporate office has been located at 3380 Shelby Street, Ontario, California 91764 (909.861.0816) and will continue to be the office that manages this project.

We have a very longstanding and secure client base as we have administered many of our clients’ Workers’ Compensation Programs for more than 20 years. Please refer to Appendix 1 for our list of Workers’ Compensation Clients for which we provide the exact services as requested in the RFP.

Moreover, our State of California Audit Scores prove that we are in full compliance with industry standards and industry best practices. Our Workers’ Compensation Department’s score is nearly four times better than the passing score, and our Utilization Review Department’s score is 100%.

We also administer claims in a professional, proactive and consistent manner, and we are very knowledgeable with regard to all aspects involved with the Workers’ Compensation system. Specifically, we are extremely well versed in the Workers’ Compensation Laws of California (Labor Codes, current Senate Bills (SB), California Code of Regulations (CCRs), Government Codes, and Case Laws, et cetera) that govern Workers’ Compensation claims.

We are also very knowledgeable of the presumptions for safety members (police and fire) and their impact on CalPERS Retirement Benefits (Industrial Disability Retirement (IDR) Benefits) as well as matters involving the coordination of State and Federal disability benefits, i.e. Americans with Disabilities Act (ADA).

Our services are performed with a clear purpose in mind – to see that claims are handled properly, quickly, and economically. At the same time, we pride ourselves in maintaining strong lines of communication with our clients, their injured workers, and all other interested parties. Our goal is to provide the City's injured workers with all the benefits they are entitled to that is specific to the City's approach; this is our core competency.

In addition, we believe our following approaches/services are key elements in order to create and maintain a successful Workers' Compensation Program:

- Goals: *Results-based; timelines are set and met; progress is followed; outcomes are reviewed*
- Claims Handling Approach/Customer Care: *We are assertive and professional; we communicate and document. We are mindful of the genuine injured worker and maintain the integrity of the claims process by utilizing both our head and heart when making informed decisions*
- Efforts: *We are proactive not reactive; specifically, our expertise and years of experience with full-services cities with police and fire departments assists us in anticipating when certain occurrences are truly a forewarning that a claim may be heading in an adverse direction*
- Return-to-Work Program: *We will work as a team with the City and each individual department to ensure a “not-able-to-accommodate” response is the exception, not the rule*
- Investigations: *With prior City notice and approval, we investigate all “red flags” and clearly document our computer notes in a very timely manner to ensure the City is completely aware of the investigation aspect of each claim file*
- Customized Training: *We will provide training for all designated City staff on the claims submission process and forms. We will also provide the City with initial and ongoing training in all necessary areas such as technology, data, and reports, as well as industry best practices/standards and State of California requirements, et cetera. Per the City's discretion, training may be extended to certain or all City employees. We will also assist the City with creating policies specific to Workers' Compensation, and we are also able to assist with coordinating training in other areas such as safety, ergonomics, ADA, et cetera, that may arise out of or impact a claim file*
- File Reviews and Meetings: *Accurate, timely and consistent communication is vital. We recommend meeting with our City contacts, along with all City Department Heads – should our City contacts agree – to provide a current status of claim files and to ensure everyone is “on the same page”*
- Reports and Access: *We utilize the most current version of Valley Oak Systems (IVOS) as our Risk Management Information System (RMIS); therefore, the City will have the ability to create*

and print all reports at no additional cost. We will also provide the City with unlimited standard, ad hoc, customized, et cetera reports that provide current claims' statuses on a monthly basis to reports that provide decades' worth of data. Our reports are purposeful, accurate and timely; thereby, ensuring that all parties are well informed. Read-only access to our RMIS will be at no additional cost for an unlimited number of City users

We have found that these approaches and services streamline the Workers' Compensation claims process for all interested parties as they are both comprehensive yet flexible. We have proven success in customizing/tailoring each of our clients' Workers' Compensation Programs to meet their individual needs; therefore, we are very capable of continuing to conform to the City's specific and overall needs as described in the RFP.

In addition to providing Workers' Compensation Claims Administration Services, we provide Utilization Review Services and Bill Review (full or partial) Services through our wholly owned subsidiary, MedReview Inc. – which is located in-house, on AdminSure's premises. It's important to note that our clients have selected us to provide them with Utilization Review Services and Bill Review Services in addition to Claims Administration Services as they have found that tightly integrating these services results in greater cost savings, timeliness, efficiency, and reliability. This is particularly important in view of the deadlines, penalties, and Electronic Data Interchange (EDI) requirements associated with these activities.

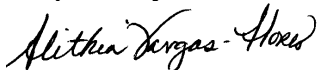
Truly, our mission is to continue to provide considerate and consistent services in order to positively impact claim outcomes – we focus on results. Given the opportunity, you will find that we continue to have the knowledge and qualifications in order to professionally administer the City's Workers' Compensation Program in a cost-effective manner.

Based on our entire proposal response, our proposed cost for services, and our years of specialized experience specifically related to successfully administering complex claims for the City of Costa Mesa, we are confident that AdminSure will continue to provide the City of Costa Mesa with the greatest overall cost-benefit advantages for its Self-Insured Workers' Compensation Program.

Should you have any questions or would like to further discuss our services, please contact me directly at (909) 396-5814, or by way of e-mail at avargas-flores@adminsured.com, as I am the corporate officer fully authorized to clarify our proposal response, negotiate/execute (bind) a contract/agreement, and act in every regard on behalf of AdminSure Inc.

Thank you for your time and consideration.

Respectfully submitted,



Alithia Vargas-Flores, President
MBA, SIA, WCCP, WCCA



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Background and Project Summary Section

Since 1982 we have been a leading provider of performance-based Workers' Compensation Claims Administration Services for numerous full-service cities with police and fire departments like the City of Costa Mesa – this is truly our specialty. We have a very longstanding and secure client base as we have administered many of our clients' Workers' Compensation Programs for more than 20 years. Please refer to Appendix 1 for our Workers' Compensation Client List.

We are able to ensure we are in full compliance with the Workers' Compensation Laws of California and the Workers' Compensation industry's best practices by adhering to our Workers' Compensation Claims Administration Standards (Appendix 2) and our State of California approved Utilization Review Plan (Appendix 2), as well as other client-specific and/or excess, pool standards.

We clearly understand the City's needs and requirements, as well as the work that needs to be done and the objectives to be accomplished. Specifically, we are able to continue to meet all of the qualifications and adhere to the entire Scope of Work as described in the Request for Proposal (RFP). We will provide professional, consistent, and considerate services in order to positively impact claim outcomes.

In order to accomplish this, we ask that City staff continue to be responsive and provide all requested and necessary information/documentation on a timely basis – we will do all the rest. We truly encourage client involvement as we have found that the most successful Workers' Compensation Programs require a team effort at all times. Given the opportunity, you will find that we continue to have the experience and qualifications in order to professionally administer the City's Workers' Compensation Program in a cost-effective manner for a very competitive fee. We hope that this opportunity is extended to us. Thank you for your time and consideration.

Method of Approach

We have found that explaining how the proposed, current Claims Team will continue to perform the services requested in the RFP is best answered by summarizing what can be expected of us when administering a Workers' Compensation claim on behalf of the City of Costa Mesa: All of our actions are well documented in our computer system (notepad) so that the City is aware of all matters and actions on a real-time basis. We will respond to the City's and injured workers' questions, requests, et cetera, on the same workday by way of e-mail, telephone, et cetera. Specifically, phone calls, faxes and electronic transmissions (e-mails) will be responded to on the same workday that they are received and in no event more than two workdays from receipt, and all mailed correspondence will be responded to within ten workdays of receipt.

We operate in a paperless environment wherein all mail, documents, et cetera received/created is scanned/saved in our computer system on a real-time basis so that the City has access to review all claims information on a real-time basis. Correspondence will be electronically date stamped on the day received and will be "matched" to the appropriate claim file and assigned to the City's adjuster within 24 hours. Although we operate in a paperless environment that complies with all applicable California Labor Codes, California Code of Regulations (CCRs), et cetera. All mail, documents, payments, et cetera are electronically stored in our Risk Management Information System (RMIS), Valley Oak Systems (IVOS), and can be easily viewed and printed, if necessary, by our city contacts.

Upon receipt of an Employer's Report of Occupational Injury or Illness (Form 5020) and/or a Workers' Compensation Claim Form (DWC 1), we will open/prepare a claim file within one to two workdays (or sooner if necessary). Within one to two workdays, we will contact the City and request the appropriate forms from both the injured worker and the City be provided to us when notification of an injury/illness or incident by any source is first received in our office, i.e. Application of Adjudication, Notice of Legal Representation, Doctor's First Report of Injury (DFR, Form 5021). We will document said contact in our computer notepad after the claim has been created in our system.

If there is no evidence that the DWC 1 Form was provided to the injured worker, we will provide the injured worker with the DWC 1 Form within one to two workdays of knowledge of the injury. Should we receive a

request for a DWC 1 Form, we will advise the sender (if the sender is a non-litigated injured worker) to notify the City and we will also immediately contact the City so that the documentation provision of the DWC 1 Form is maintained at the City's premises.

Once a claim file is opened and/or we have knowledge of a possible or imminent claim, we make immediate (within one to two workdays) 3-point contact with the City, the injured worker, and the treating medical facility (physician) – all communications are documented in our computer notepad. In the event a party is non-responsive, there will be evidence of at least three documented attempts to reach the individual by phone, email or in writing. Medical-Only claim files will also have this three-point contact requirement as well. Legal contact with opposing counsel will also be made when an Application is our first notice.

On all non-litigated, lost time cases where the injured worker is temporarily disabled (has not returned to work), telephone contact will be established with the injured worker within one to two workdays of receipt of notice of a claim and will continue as often as necessary, but not less than twice a month until the injured worker returns to work. All contact will be documented in our computer notepad. We will also provide ongoing information, guidance, and assistance to injured workers at every stage of the claims process: Compensability, the delay process, conditional denial process, all statutory benefits, permanent disability ratings (permanent disability benefits, potential apportionment, and permanent/alternative work, et cetera), the Qualified/Agreed Medical Examiner process, and settlement of claims, et cetera. When making the initial phone contact, we ask the injured worker to make contact with us as well whenever they may have any questions, concerns, comments, et cetera. We will maintain contact with all non-litigated injured workers from the inception to disposition of their claim file(s). All contact will be documented in our computer notepad.

Based on all the information present at that time, we determine whether or not investigation/fraud, litigation, and/or subrogation efforts are necessary or applicable. Our goal is to provide exceptional, timely, and appropriate services for the City and their injured workers as in doing so will assist us in developing and maintaining a professional and trusting rapport with the City and their injured workers. Within 14 calendar days of receipt of a claim form (DWC 1), a proper notice will be sent to the injured worker notifying them of the decision reference their claim (acceptance, delay or denial), and their rights under the Workers' Compensation Laws of California. If a decision is made to delay a claim file (benefits), an AOE/COE (arose out of employment, in the course of employment) investigation will be initiated within three workdays of the decision to delay.

We have many investigative techniques in place to identify and investigate questionable or fraudulent industrial injury claims. We will work closely with the City and their injured workers/employees to obtain all pertinent information on each claim file so that the most appropriate decisions are made in a timely manner. In addition, with prior City authorization, we immediately assign (refer) an investigator to a claim when any identified issue arises that may impact the nature, extent, or scope of the City's liability. Referrals will include specific instructions regarding the scope of the investigation and the City will be kept informed of the costs and results of all investigations. Also, when a claim is believed to be fraudulent ("red flags" are identified), we will refer the claim to the appropriate law enforcement agency for further investigation – of course, with prior authorization from the City.

We obtain Claim Searches (ISO) on all lost time claims and all claims wherein any disability benefit is due, as well as when it is appropriate (i.e. all new claims, and at six-month/yearly intervals on continuing active claims when applicable, et cetera). The purpose of a Claim Search (ISO) is to obtain a history of any previous (or current) claim filings the injured worker may have that may impact the claim(s) against the City and/or wherein the City may be in a position to receive a credit (apportionment). All index services are at no additional cost to the City.

Based on all the information present at that time, we determine which medical facility and/or physician will be best to examine and/or provide medical treatment to the injured worker. A Qualified Medical Examination (QME), Agreed Medical Examination (AME), or Independent Medical Examination (IME), et cetera may also be options depending on the facts/specifics of each claim. Transportation reimbursements and all reimbursement

to injured workers will be mailed within 15 workdays of the request for reimbursement. Advance travel expense payments will be mailed to the injured employee at least 10 workdays prior to the anticipated date of travel.

For all denied and contested (delayed) claims, we will contact the City to discuss the claim in its entirety, including “red flags,” et cetera, before any notice is sent or communication is made with the injured worker. The claims adjuster will document the factual, medical, and/or legal basis for the delay or denial that is in accordance with the Workers' Compensation Laws of California. Reference questionable claims that should be or may be accepted, we will contact the City to discuss claims such as these in their entirety.

Once a claim is our system and the decision to accept, delay or deny the claim has been made, we set appropriate reserves and place the claim on an appropriate diary cycle. Compensability determination and reasons for same will be clearly documented in our computer notepad within one to two workdays of receipt of the claim. We will discuss our recommendation to delay or deny a claim with our City contact(s) prior to sending any notices. As noted previously, we will also discuss acceptance of any questionable claims prior to sending notices.

All open claim files will have an assigned diary date on an ongoing basis until date of closure. Our regular diary reviews are clearly distinguished in our computer notepad from routine file documentation. All open claim files are on an active diary for review of: Current work status, medical status, review of reserves, investigation/litigation/subrogation status, and plan of action towards claim resolution, et cetera. The initial plan of action will be clearly documented in our computer notepad within 14 calendar days of the initial claim set-up. Lost time claims are reviewed at least every 14 days, medical-only claims are reviewed at least every 30–45 days, and Awarded Future Medical claims are reviewed for Compromise and Release (C&R) settlement potential and/or administrative closure no less than twice a year. We will also monitor the diary reviews by utilizing a “No Activity” report every month to identify any files that may have fallen off diary.

Initial claim reserves will be posted electronically and will reflect the most probable value of the claim file (life of the claim). Reserves are based on the information available at the time of the claim opening and are adjusted accordingly based on medical, legal, et cetera facts that develop as the claim file matures, as well as per Self-Insurance Plan (SIP) Regulations, Labor Codes, California Code of Regulations (CCRs), et cetera. Initial claim reserves and subsequent reserve changes will be reviewed and approved by the City's assigned claims manager. As claim values increase and decrease, claim reserves will be reviewed and adjusted, if necessary, on a regular basis and on each diary date (at least every 45 workdays). Future medical claim reserves are reviewed at least every 180 days. The rationale for reserves will be documented in our file notes and the amounts allocated to each reserve category will be documented. We also establish and maintain indemnity, medical, and allocated expense reserves as separate line items to ensure each expense is being properly reserved and paid.

Physicians' offices will be contacted within one to two workdays of notice on all new indemnity claims. Such contact will continue as needed during the continuation of temporary disability (lost time benefits) to ensure that treatment is related to the compensable injury or illness. All contact will be documented in our computer notepad. On all non-litigated, lost time cases where the injured worker has not returned to work, telephone contact will be established with the injured worker within one to two workdays of receipt of notice of a claim and will continue as often as necessary, but no less than twice a month until the injured worker (employee) returns to work.

We will also proactively obtain work restrictions and/or a release to work/duty on all cases in order to facilitate a return to temporary modified work/hours, full duty work, et cetera. All efforts will be documented in our computer notepad. In cases where an injured worker's restrictions are permanent, we will immediately contact the City so that a determination can be made as to the availability of alternative, modified, or regular work, et cetera. If we do not receive a response from the City within two weeks, we will follow up with the City. We will work as a team with the City in order to comply with laws preventing disability discrimination, including Government Code Section 12926.1. We will also assist the City to the fullest extent to ensure that they are meeting their obligations under State and Federal Disability Laws.

With regard to disability benefit payments, we will determine eligibility for disability benefits through medical documentation and City confirmation. The following is our process for issuing benefit payments (both live checks and vouchers reference salary continuation, if any), including settlements: Accurate and timely indemnity benefit payments; notices (including Division of Workers' Compensation (DWC) benefit notices) and Awards will be computed, processed, and transmitted (mailed) to injured workers as required by California Labor Codes, California Code of Regulations (CCRs), et cetera.

Initial indemnity benefit payments and/or notices will be processed and mailed to injured workers within 14 days of the first day of compensable disability. Payments reference undisputed Awards, computations, or Compromise and Release agreements, et cetera will be issued within 10 workdays or sooner if necessary to ensure payment is made within 20 calendar days of the WCAB's approval date (following receipt of the appropriate documentation). All subsequent and final indemnity benefit payments and notices will be verified and issued in compliance with the Workers' Compensation Laws of California. All benefits and settlements will be approved by the City's claims manager prior to payment being issued and will be documented in our computer notepad. Late payments, if any, will include a self-imposed penalty in accordance with the Labor Code. All notices, correspondence, et cetera are saved in our computer system and can be accessed at any time by the City and us.

Any and all fines/penalties incurred as a result of our failure to comply with statutory laws and/or administrative regulations, if any, shall be our sole responsibility. We will reimburse the City no later than 15–30 days from the event causing the penalty assessment. We will also provide the City with Penalty Report every month, if any. Reference overpayments, we will request reimbursement of overpaid funds from the party that received the funds. If necessary, a credit will be sought as part of any resolution of the claim.

We also balance all benefits paid in our computer system whenever a benefit ends, a new benefit begins, receipt of an Award, when there is a change in benefit type or benefit rate, et cetera, and we will also balance each applicable claim file on a semi-annual basis.

In the event the claims adjuster and the City determine a claim warrants legal service/referral, the claims adjuster will retain primary responsibility of the claim file. Defense Counsel will not be used to perform routine activities that are the responsibility of the claims adjuster. The claims adjuster will also carefully evaluate and monitor the attorney's aggressiveness in resolving claims, ability to identify issues, responsiveness, timeliness, and billing practices. The claims adjuster will also provide the City with advance notice of depositions, hearings, trials, et cetera, so they may attend, if necessary or desired. We will also copy the City with all legal correspondence and legal case status updates.

With regard to medical care, our approach for maintaining the Utilization Review process is to adhere to: All California Labor Codes, California Code of Regulations (CCRs), et cetera reference Utilization Review in order to approve, modify, delay or deny Request for Authorization (RFA) treatment requests. We also notify the City immediately upon notice of an injured worker's hospitalization as a result of a work injury regardless of the date of injury. We will document said contact in our computer notepad. Upon receipt of a Utilization Review request (RFA) that cannot be approved at the claims adjusting level, we will immediately (within 24 hours) forward the RFA along with pertinent medical reports (scanned) to the City's choice of Utilization Review provider so that a decision can be made within the strict mandatory timelines. Utilization Review referrals are also made when a modification, delay or denial of requested medical treatment/service (RFA) is necessary, a Peer Review is necessary, or when a non-examining medical opinion is needed. All of our Utilization Review actions, efforts, documents, et cetera are noted and stored in our computer system for our City contact(s) to review on a 24/7/365 basis.

Please refer to Appendix 3 for a sample of the treatment/services, et cetera we recommend are approved at the claims adjusting level, as well as our Utilization Review Workflows. The City may adjust these to suit their specific approach and needs.

We will manage all medical care by remaining in constant contact with all medical service providers including the City's choice of Nurse Case Managers (NCM), if any. We will also contact injured workers to

remind them of their upcoming medical appointments by way of letter and/or telephone, if necessary. We will also develop and recommend a panel of physicians for the initial and ongoing treatment of employee injuries/illnesses, and recommend a panel of medical specialists for treatment requiring long-term or specialty care. Panels are comprised of quality physicians and facilities that have experience in occupational medicine and consistently produce successful treatment results. Ancillary providers will also be selected based on their high level of experience in treating workplace injuries, their treatment results, as well as their reputation within the medical community and Workers' Compensation industry.

We continuously review all open claims and provide a current plan of action towards closure in our computer notepad. As previously noted, our goal is to provide the injured worker with all the benefits they are entitled to that is specific to the City's approach. Therefore, all benefits are paid appropriately and timely and all medical bills are reviewed for reductions per the Official Medical Fee Schedule (OMFS), Inpatient Hospital Fee Schedule (IHFS), and Preferred Provider Organizations (PPO) discounts, if applicable.

With regard to medical payments, we will authorize payment of medical bills as follows: Prior to any payment, all medical bills will be reviewed for accuracy and appropriateness. Medical bills submitted without supporting documentation will be objected to and will not be reviewed for payment until such documentation is obtained, if applicable. Medical bills will be paid, objected to, or denied in accordance with State Statutes (usually within two to five workdays of receipt).

Medical-legal bills/costs will also be reviewed for appropriateness and necessity. Medical-legal bills/costs that do not qualify as valid medical-legal expenses will be objected to in a timely manner according to the Workers' Compensation Laws of California. As required by Senate Bill (SB) 899, payment of medical treatment regarding delayed (AOE/COE) claims will be processed through Utilization Review and Bill Review but will not exceed \$10,000.

We are also mindful that an injured worker may hinder progression of their claim(s) due to nefarious or non-industrial reasons. If we anticipate or have knowledge that this is occurring or may occur, we will work closely with the City, and all parties involved, to ensure that the claim does not become stagnant. We will schedule conference calls and roundtable meetings with all parties involved which may include the claims adjuster, claims manager, our City contact(s), the injured worker, physician, and if applicable, the defense attorney, so that there is constant action occurring on the claim file, not just "movement."

We will also conduct claim file review meetings to discuss the overall case management of the claims, coordination of Workers' Compensation related activities, medical treatment, litigation, and any topics, issues, concerns, et cetera related to the City's Workers' Compensation Program. These meetings will take place on-site at the City's location, our office, or wherever else the City prefers. All meetings are at no additional cost.

Once an injured worker's initial/final medical diagnosis is determined, we address all issues that may arise thereof, which include, but are not limited to: Medical treatment/service requests, ergonomic studies, lost time benefits (Temporary Disability, Salary Continuation, Labor Code 4850, et cetera), return to work/modified (light) duty, permanent disability (Permanent Disability Rating(s) and Permanent Disability Benefits), rehabilitation (Vocational Rehabilitation/Supplemental Job Displacement Benefits (SJDB)), and Americans with Disabilities Act (ADA) Interactive Meetings, et cetera.

When necessary and/or appropriate, we will obtain and utilize the City's most current "essential job functions" analysis and/or Job Description (Job Analysis) reference injured workers' usual and customary occupations to ensure all relevant information is reviewed and taken into consideration. We will also work with the City's injured employees, personnel, and other agencies to provide rehabilitation, and/or reassignment of injured employees with physical or performance limitations arising out of industrial injuries. This may include assisting with the Americans with Disabilities Act (ADA) Interactive Process.

Upon receipt of a medical report that requires a permanent disability rating, we will review and internally rate the report within 10 workdays of receipt. When necessary, we also request an informal/outside rating or board rating. We will also address any potential apportionment, credits, penalties, et cetera. Permanent disability (PD) advances are issued timely along with appropriate Division of Workers' Compensation (DWC) benefit

notices no later than 14 calendar days of receipt of the qualifying report. Should the City/we object to the report's permanent disability findings, we will mail the appropriate objection notice reference the report/PD findings within 14 calendar days as required by State law. We will also re-review the reserves and set/re-set PD reserves accordingly, if necessary, at that time.

Once the above-noted final issues/matters are determined, we would be in a position to resolve and/or negotiate a settlement which will be based on medical/legal and factual findings. Within 10 workdays of receiving all the necessary information, we will provide the City with our written settlement recommendation (Stipulations with Request for Award, Compromise and Release, et cetera) prior to agreeing to any settlement. Our settlement recommendation will include a brief history of the injury, the rating(s) of all pertinent medical reports, the amounts paid and reserved on the claim, the proposed settlement, the pros and cons of the proposed settlement which will include an estimate of future cost or consequences if the City were to decline the proposed settlement. We will also provide the City with any and all pertinent information that is available so that the most appropriate and cost-effective settlement may be offered and agreed upon.

Reference excess and excess reporting, applicable claim files wherein incurred reserves are nearing/at 50% of the City's self-insured retention (SIR) level (amount), or may have the potential to exceed the City's self-insured retention level, will be reported in accordance with the reporting criteria established by the City and the City's excess insurance carrier's policies within three to five workdays, or sooner if necessary, from the day on which it is known that any criteria is met. When a claim nears/reaches one-half of the SIR, we will report to the client every 90 calendar days (on a quarterly basis) regarding the status of the claim. Our report will be on an approved form and will include a current status of the claim, our plan of action for the future handling of the claim, and the current paid to date and total incurred amounts listed by all payment categories.

Our process for reporting claims other than "at/near 50% incurred" to the City's excess insurance carrier (e.g. death, cerebral injury, one year of lost time, et cetera) will be in accordance with the reporting criteria established by the City and the excess insurance carrier's policies. From the day on which the claim occurs/is made, or when it is known that any criteria is met, there will be no delay in reporting such claims to the excess insurance carrier. Requests for reimbursement will be made within 30 days of exceeding the SIR and every six months or sooner thereafter. The requests for reimbursement will be made on the form prescribed by the excess insurance carrier with a copy to the City. Upon receipt of excess reimbursements, we will immediately mail/provide the check to the City for deposit. Also, when applicable, we will send the City a closing report upon resolution of a claim involving excess insurance coverage.

In addition, we effectively manage every aspect of the Medicare Set-Aside Allocation (MSA) portion of a claim, when applicable, reference qualifying settlements. We will also attend all WCAB/Rehab Hearings, Conferences, Proceedings, Trials, depositions, et cetera, as needed and at no additional cost. We will obtain City approval prior to settling any claim, lien, et cetera as final settlement authority shall always rest with the City. Furthermore, as the City's designated Reporting Agent (RA), we will provide all MMSEA services (Section 111 of the Medicare, Medicaid & SCHIP Extension Act (MMSEA) of 2007) which includes reporting and reports (initial and subsequent), as required by law, at no additional cost. At this time, we are the RA for 100% of our clients.

With regard to reducing/resolving "older" claims, we will review all claim files in their entirety to identify all pending items that may be prohibiting the file from moving forward/being closed. After we review the "older" claims in detail, we will create a plan of action/strategy to resolve all outstanding issues that may be delaying the claim from moving towards disposition/closure. Outstanding issues may include: Obtaining a current medical report, resolving liens, preparing Stipulations with Request for Award, offering a C&R, et cetera. We will identify all areas that require attention to ensure "older" claims are resolved in a timely, professional, and cost-effective manner.

It is important to reiterate that all open claims are on an active diary for review for closure. Lost time claims are reviewed at least every 14 days, all medical-only claims are reviewed at least every 30–45 days, and Future Medical claims are reviewed for Compromise and Release (C&R) settlement potential and/or administrative

closure no less than twice a year. It is also important to reiterate that our claims managers review all open claims on an ongoing basis as well as randomly audit a minimum of 10% of each of their claims adjusters' caseloads on a continuous basis to ensure we are meeting and/or exceeding all standards. The purpose of our internal audits is to ensure proper claims handling procedures are being adhered to and that a current plan of action towards closure is documented in every open claim file. All claim files will be available for review by City staff or by an auditor at any time.

In addition, the following is other detailed information we would appreciate the City consider reference our services, expertise, and our approach specific to administering the City's Workers' Compensation Program as we believe it will add value and will greatly benefit the City in maintaining a professional, cost-effective Workers' Compensation Program.

Quality Control Measures

As previously noted, we have found that in order to work well with our clients and their injured workers, as well as reach the desired results, all parties must be committed to working well with one another. Specifically, this means monitoring performance levels, documenting and communicating results, as well as comparing outcomes to goals through internal controls. Therefore, in addition to continuously training our personnel, we perform internal audits on a continuous basis so that we are able to ensure compliance with all applicable standards and industry best practices, as well as identify and prevent any potential deficiencies in the quality of service we provide. In conjunction with the above, we perform the following proactive, quality control measures (internal controls):

- *Maintain constant communication with all interested parties to ensure quality of service*
- *Foresee, anticipate, and/or identify the issue/matter that may be imminent*
- *Plan/create a strategy – then take action to remedy the issue/matter*
- *Set timelines and timeframes for resolution*
- *Follow up to confirm the issue/matter is remedied*
- *Set protocols to minimize and/or eliminate the possibility of the issue/matter reoccurring*
- *Document a clear description(s) of the issue/matter and action(s) that were taken; document the time elapsed between the identification and completed corrective action(s)*

The above will be completed on a continuous, ongoing basis and statistical reports will be analyzed on a monthly basis to identify any areas that may require attention, discussion, et cetera. Reference our internal audits, our claims adjusters and their work product are reviewed and managed on continuous, daily basis. Our claims managers supervise their claims adjusters' work product and efforts by reviewing all open claims on an ongoing basis as well as randomly audit a minimum of 10% of each of their claims adjusters' caseloads on an ongoing basis. In doing so ensures that we are meeting and/or exceeding standards, ensures proper claims handling procedures are being adhered to, and that a current plan of action towards closure is documented in every open claim file.

In addition, we will provide file reviews and training sessions/training materials at no additional cost. Our City contacts will have 24/7/365 on-line, real-time (read only) access to all claims information, as well as report writing capabilities, and systems training all at no additional cost. We will also provide all standard, ad hoc, State, Federal, et cetera reports at no additional cost.

Client and Internal Training

The field of Workers' Compensation is constantly changing due to new information, case law, proposed changes, newly enacted Statutes and California Code of Regulations, et cetera, all of which requires analysis and possible implementation of change/adjustments to our clients' Workers' Compensation Programs. Therefore, we are committed to continuously educating and training our clients and employees so that we are always in compliance with the Workers' Compensation Laws of California and the Workers' Compensation industry's best practices.

At no additional cost, we will provide the City with ongoing training, including all training materials/handouts, as well as conduct presentations and provide written communications to ensure that the Workers' Compensation procedures in place are proper and purposeful, and to ensure that all areas of the Workers' Compensation process are being adhered to.

Training will involve providing information and guidance (review and discussion) regarding specific claims, general procedures, as well as positive and negative trends. The training subject matter will also include recent WCAB decisions, case law updates, and emerging trends in the Workers' Compensation industry. This type of training will ensure the City's Workers' Compensation Program is administered in professional and lawful manner. We will also provide safety training and other loss prevention services with the assistance of organizations that specialize in many areas such as ergonomics, biomechanics and injury causation, environmental and industrial hygiene, and ADA compliance, et cetera. Our services will be at no cost and the services provided by the City's choice of outside vendors will always be at-cost as we will never add on any additional fees.

In addition to the above, we will assist the City with staying current on the legal requirements and best practices of risk management in the Workers' Compensation arena by providing all pertinent information we receive from all channels throughout the Workers' Compensation industry, such as: The State of California, attorneys, conferences we attend, et cetera. We will also keep the City updated on their Workers' Compensation financial trends by providing useful reports that may illustrate areas of the City's Workers' Compensation Program that deserve "kudos," or may require immediate internal attention and/or action.

We will also provide reports that illustrate areas of costs and savings, and we will meet with the City in order to review these reports – all at no additional cost. At no additional cost we will also provide assistance in developing policies and procedures relating to City's Workers' Compensation Program which will be created based on the information we gather through handling and auditing the City's claims. We will also incorporate industry best practices and standards, as well as our internal standards.

With regard to internal training, because the field of Workers' Compensation is constantly changing (as previously noted), we are committed to continuously educating and training our entire staff so that we are always in compliance with the Workers' Compensation Laws of California and the Workers' Compensation industry's best practices. The training subject matter will also include recent WCAB decisions, case law updates, and emerging trends in the Workers' Compensation industry, et cetera. We have found that providing our personnel and clients with pertinent training and proper assistance results in well-managed Workers' Compensation Programs; thereby, reducing the overall costs incurred by our clients.

We provide all of our claims adjusting personnel (including claims assistants) company resources and time to attend classes, seminars, and any other type of training or continuing education programs to strengthen their skills and expand their knowledge base. In addition to outside training, we also provide our adjusting personnel with in-house training sessions on at least a monthly basis. Our in-house training covers all areas of the Workers' Compensation field which includes, but is not limited to: Senate Bill (SB) Updates (1160 and 863, et cetera), an overview of California Labor Codes, California Code of Regulations (CCRs), changes in Statutes, recent WCAB decisions, case law updates, Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) Reporting, Medicare Set-Asides (MSAs), AMA (American Medical Association) and American College of Occupational and Environmental Medicine's (ACOEM)/Medical Treatment Utilization Schedule (MTUS) Guidelines, investigation/subrosa, et cetera. We also annually certify that each claims adjuster is in compliance with all legal and regulatory licensing and continuing educational requirements as required by the State of California and are able to provide the City proof of same annually.

Investigation, Subrosa, and Fraud Management

When an injured worker claims an injury or illness that causes the City or us to question ("red flags" are identified) whether or not the claimed injury or illness arose out of their employment and in the course of their employment (AOE/COE), we will immediately contact the City to discuss the "red flags," the claim in whole,

as well as what the desired outcome may be, i.e. deny the claim, terminate the injured worker for “fraud,” et cetera.

While most Workers' Compensation claims are valid, there are some that may be exaggerated or fraudulent. A red flag does not prove fraud and even in the presence of several indicators does not necessarily equate to a fraudulent claim. By becoming familiar with the signs of possible fraud, the City may assist us in identifying claims that merit closer scrutiny. We will heavily train our City contacts reference this item.

Our experience and success in preparing and prosecuting fraud cases with the California Department of Insurance Fraud Division and County District Attorney's Offices has been positive and effective. The Special Investigations Unit (SIU) we utilize achieves the following:

- *Claim files referred for SIU review*
- *SIU investigation and preparation to formally refer to the appropriate District Attorney's office and/or Fraud Division*
- *Formally file cases with the appropriate District Attorney's office and/or Fraud Division*
- *Cases accepted for formal criminal investigation in preparation for criminal prosecution*
- *Cases resulting in claimants being arrested and charged with felony counts by County District Attorneys' Offices*

With the City's prior authorization, the SIU we utilize is also able to provide investigation and fraud services. It is important to note that we do not receive and are not entitled to any commissions, fees or any other type of compensation from the SIU service provider we utilize or any other SIU provider the City may select. To summarize, the AOE/COE and subrosa investigation guidelines we have in place are:

- *Review every claim in great detail – identify “red flags”*
- *Obtain information from the City, witnesses, and injured workers, et cetera*
- *Obtain the injured worker's prior claim filing history (Claim Searches – ISO)*
- *Refer the claim to an investigator to assist in our investigation (with prior City approval)*
- *SIU assistance, if necessary (with prior City approval)*
- *California Department of Insurance Fraud Division and the appropriate County District Attorney's involvement, if necessary (with prior City approval)*

Return-to-Work (RTW) Program Management

In order to assist the City in establishing or maintaining a Return-to-Work (RTW) Program – no matter how formal or informal it may be, we will: Obtain status of light or modified duty and constantly address lost time benefits which includes the 3-day waiting period as well as later dates in the claim (from inception/opening to disposition/closure). We will also work closely with the City to ensure that our combined efforts in preventing injuries and returning injured workers back to work are streamlined. Our philosophy is that the procedures in place for RTW Programs should be communicated to all employees, be current and appropriate, and be applicable to 100% or at least the great majority of employees – both sworn and non-sworn when applicable.

We will consistently follow up with the injured workers' physicians to obtain return-to-work and/or work restriction(s) status. Upon receipt of any work limitations, we will immediately notify the City by e-mailing/faxing the necessary medical documentation so that modified, permanent, et cetera accommodation consideration may be addressed/initiated as soon as possible. We will continue to obtain work status from the physician until the injured worker has been released to return to full duty (usual and customary occupation), or a final medical determination has been made, i.e. the injured worker has reached maximum medical improvement (MMI)/permanent and stationary (P&S) status.

In cases where the injury or illness residuals might involve permanent work restrictions and/or work-related retirement potential, the claims adjuster will immediately contact/consult with the City to review all the options they and the injured worker may have. Options include, but are not limited to: Permanent modified position/hours, new job offer, retirement (CalPERS – Industrial Disability Retirement (IDR) Benefits), et cetera.

Litigation Management

In the event the claims adjuster and/or the City determine a claim warrants legal service/referral, the claims adjuster will retain primary responsibility of the claim file. Defense Counsel will not be used to perform routine activities that are the responsibility of the claims adjuster. The claims adjuster will also carefully evaluate and monitor the attorney's aggressiveness in resolving claims, ability to identify issues, responsiveness, timeliness, and billing practices. The claims adjuster will also provide the City with advance notice of depositions, hearings, trials, et cetera, so they may attend, if necessary or desired. We will also copy the City with all correspondence and case status updates.

Our criteria for referring cases for legal defense services include, but are not limited to: When a deposition of the injured worker is warranted and/or when there are components of the claim that require legal review/analysis, i.e. personnel issues, other pending litigation, global settlement, et cetera. City approval will be obtained prior to any request for legal service and/or referral to the City's choice of attorney and we will adhere to all protocols regarding litigation. We will also cooperate fully with all attorneys selected by the City, including in-house City attorneys, if any.

We will also maintain a litigation management budget for each litigated file and provide litigation status reports on a monthly basis for each litigated file. Should an attorney near or exceed the previously stated/agreed-upon litigation budget, we will immediately review the claim and provide the City with an analysis as to the reason(s) and legitimacy for same; thereafter, we will recommend a plan of action, i.e. contact the attorney, obtain a new budget, et cetera. We also thoroughly review all attorney bills and confirm the services were performed prior to approving for payment. Lastly, all settlement proposals will be presented to the City in sufficient time to obtain City Council authority and all settlement proposals will be in a format deemed acceptable to the City.

Subrogation Management

With regard to subrogation management, we aggressively pursue recovery in all subrogation claims. We will identify and seek recovery from any individual, agency/entity (public or private), or State Fund that may be a party to a claim. Within 14 calendar days of recognition of subrogation potential, we will place the at-fault party (parties) on notice that we will pursue maximum recovery reference all benefits and payments made on the claim file. Whenever possible, in a civil action, we attempt to settle by means of a Third Party Compromise and Release. If this is not possible, we make every effort to offset the Workers' Compensation expenses through a credit against the proceeds from the injured worker's civil action.

We will provide the City with the necessary information concerning all claims with subrogation potential. We will also provide a projection of the possibility of recovery and the probable recovery amount. Thereafter, we will provide subsequent statuses by providing the City and all interested parties with the current status of the subrogation claim and provide proof of all the payments made to date.

Subrogation claims will also be monitored to determine the need to file a Lien or a Complaint in Intervention (in a civil action) to preserve/protect the Statute of Limitations. If the injured worker brings an action against the party responsible for the injury, we will consult with the City reference the value of the subrogation claim and recommend a plan of action. Upon City authorization, Subrogation Counsel will be assigned to file a Lien or a Complaint in Intervention. Upon assignment of the case, Subrogation Counsel will be required to provide a "not-to-exceed" estimate of fees. The fees will be authorized by the City prior to commencement of any work by Subrogation Counsel. Should Subrogation Counsel near the "not-to-exceed" fees, we will obtain continuing authority from the City prior to incurring additional costs and said authority will be clearly documented in our computer notepad.

Financial Management

We will process payments/checks for all approved expenses and statutory benefits by way of City's Workers' Compensation Trust Fund. We will adhere to all City financial management specifications and requirements.

We will facilitate this task with a “transparent” approach in that we will provide daily, weekly, monthly, yearly, ad hoc, special, et cetera reports to maintain the integrity of the account. We will also provide daily electronic check registers, and check copies (City’s option).

In addition to the above, we are able to administer Positive Pay Services with the City’s choice of bank at no additional cost. Our Positive Pay Services provide protection against the potential of theft and fraudulent or tampered checks from being created, cashed, or deposited. The following describes the general process of how we administer/manage Positive Pay Services:

- *On a daily basis, our computer system informs our client’s bank as to which checks have been issued – payee, amount, check number, et cetera*
- *Reconciliation files are then received from the bank and imported into our computer system verifying/cross referencing which checks have “cleared” and the “cleared” dates*
- *This information is then displayed on the individual payments. Check information is viewed from the payment window (computer) to indicate the status of the check as “cleared,” “stopped,” or “voided”*

In summary, we are able to provide the City with live check, voided check, voucher, and positive pay, et cetera, information on a daily, weekly, monthly, et cetera basis. The city will continue to have electronic access to all payments and transactions made: live checks, voided checks, vouchers, et cetera, that we issue on behalf of the City. Reports illustrating all bank transactions, such as check registers, can be provided to the City on a daily, weekly, monthly, et cetera basis. All Positive Pay Services that we directly provide to the City, including reports, are at no additional cost.

Our procedures for reconciling our clients funding account are to provide daily, weekly, and monthly statuses of the dollar amounts that have been processed, which includes detailed information regarding every transaction (payee, check amount, check number, check date, et cetera). On a monthly basis, we are also able to reconcile and balance the City’s account by recording/reporting the transactions made on the account against what has cleared from the account per the bank statement.

We are also able to initiate a request for additional funds to be posted to the City’s account when the “low balance” (amount set by City) threshold amount has been reached. The City would be able to set/determine what the “low balance” amount is. We will also maintain the records on the City’s behalf at no additional charge, and as noted previously, we will also manage the Positive Pay Program with the City’s choice of bank at no additional cost.

Our proposed funding arrangement for issuing checks and vouchers, if any, on behalf of the City’s Workers’ Compensation Program is for the City to retain (and/or continue to maintain) a bank account from which all Workers’ Compensation benefits and payments are to be paid. We will prepare checks and issue those checks directly to payees without delay. We will sign checks with a facsimile signature and if necessary, manually. The City would maintain an adequate balance in the account to meet all of its Workers’ Compensation obligations without delay. We recommend the City place a minimum funding deposit or an initial funding deposit into said account prior to the Contract Agreement effective date so as to mitigate any delays in processing benefits and payments. The initial funding deposit should be the one-month average of the City’s Workers’ Compensation Program’s costs (benefits and payments). This information may be obtained from the City’s current monthly loss run information.

Claims Management Information System and Reports

We utilize the most secured, current/updated version of the Valley Oak Systems (IVOS) as our Risk Management Information System (RMIS). IVOS is considered the “industry standard” in its class of RMIS because the system operates seamlessly in a “best practices” claims environment. IVOS is a 100% web-based claims administration system that can be accessed anywhere, at any time, through just a browser.

At no additional cost, we will provide the City with read-only access to all claim files/data via a secured website. Read-only (includes report writing module) access to our RMIS will be at no cost for an unlimited number of City users. Our City contacts will have 24/7/365 internet-based access and services available at all

times in order to manage, review, audit, et cetera, claim files and to retrieve information and create reports through our report writing module. Again, there are no fees associated with read-only access to our RMIS or when utilizing the report writing module. We will also provide system training for our City users (contacts) at no additional cost.

Our user-friendly RMIS provides very current, effective, and dependable technological capabilities that result in managing claims in a more informed and timely manner; thereby, providing our claims adjusting staff with more time to problem solve, administer claims, and settle/close claims. It is a “one system” approach that encompasses all of the functionality that is required/necessary to link/tie in the following Services: Claims Administration, Risk Management, Utilization Review, Bill Review, Medical Management, Work Status Coordination, and Litigation Management, et cetera. This enables complete collaboration among all parties involved in the claims administration and risk management process. Collaboration extends to online access to our claim notes, correspondence, diary, payment history, and much more. Everyone works on the same system, at the same time, sharing information in real time. The system empowers the City and us to make better, more informed decisions in a much shorter timeframe; thereby, ultimately lowering the costs associated with the City’s Workers’ Compensation Program.

Of the many capabilities our RMIS provides, one specific capability is producing ad hoc reports (specialized, custom, et cetera). Our reports are useful from both a risk management and data management perspective and will be tailored to the City’s specific needs. At no additional cost, we are able to provide hundreds of reports such as OSHA Forms (Logs/Summaries/Reports), and reports that illustrate pertinent claim information, loss history (paid losses), incurred costs, cost drivers and savings, as well as reports that track all information and payments made on each individual claim; claims losses showing severity, frequency and statistics in graph or other visual charts showing accident (injury) trends by type of injury, body part, days lost, et cetera.

Our computer system tracks all lost time scenarios within the “Work Status Tab.” This tab allows us to track all types of lost time benefits such as temporary modified duty and temporary partial disability such as: Full time/modified duty; part time/full duty; part time/modified duty; permanent modified duty; temporary total disability, et cetera. In addition, our system tracks Labor Code 4850 benefits separately in that it applies the temporary disability rate as one transaction (Salary Continuation) and the remaining balance as a Labor Code 4850 benefit transaction. This is very important reference annual State reporting as public sector agencies that employ safety members are only required/obligated to report the temporary disability value of a safety member’s lost time benefit, not the entire Labor Code 4850 benefit amount.

We are able to provide reports on a daily, weekly, monthly, quarterly, annual, et cetera basis for and on behalf of the City, including those required by State and Federal law. Reports include a complete record of all financial transactions, including, but not limited to: Check registers that enumerate check issuance data, and/or voucher data, whatever is appropriate for the City; as well as management summaries, claim listings and loss analyses (paid losses and incurred costs), et cetera. At no additional cost, we are able to provide the City with any/all requested reports/loss runs (loss run analysis, summary report, et cetera) within two to five workdays, or sooner, of the request.

In summary, we will provide all requested/required monthly reports by no later than the 10th workday of the following month, or sooner. We will also provide on-line access to our computer system (RMIS), which includes report writing capability, to an unlimited number of City users at no charge.

Please refer to Appendix 4 for samples of our claims reports (computer-generated reports) and analytics that illustrate our reporting capabilities which include standard/regular monthly, quarterly, semi-annual, and annual computer loss runs. It’s important to reiterate that there are literally hundreds of reports we are able to create and generate for the City at no additional charge.

Cost Containment Programs

In conjunction with the above-noted services and our approach to administering and managing Workers’ Compensation Programs (Scope of Work), we are able to decrease the overall costs of Workers’ Compensation

claims by utilizing numerous cost containment programs. We currently MyMatrixx for Pharmacy/Mail Order/Card Pharmacy Program Services in order to contain pharmacy costs. We do not utilize one specific vendor regarding either service. Should the City prefer a particular vendor regarding any Pharmacy Service/Program, we will utilize whoever the City prefers. In general, there are no fees associated with the Pharmacy Services/Programs; however, should the City's choice of vendor charge a fee/cost, it will be at-cost as we will not add on any additional fees/costs.

It's important to note that in addition to Pharmacy Services/Programs, the overuse and cost of long-term medications are also contained by utilizing our Claims Adjusting Staff's expertise and experience. Decisions are based on ACOEM/MTUS Guidelines and other evidence-based medical treatment guidelines that are generally recognized by the national medical community and are scientifically based; thereby, ensuring the medical and financial (costs) decisions we make are in the best interests of both the City and the injured worker.

In general, pharmacy services are handled at the claims adjusting level unless a modification, delay or denial is necessary. If a pharmacy service (request) is sent for Utilization Review, it will be reviewed the same day or no later than within one workday. Should a medication be approved previously, there is no requirement to have a Utilization Review provider review the request unless there is a question as to the medical necessity and/or appropriateness of the requested prescription/medication.

The overuse and costs of long term medication requests are also contained through our Claims Adjusting Staff's expertise and experience when determining whether or not there may be excessive or inappropriate drug usage. Our staff's oversight in conjunction with our integrated software systems allows for the following to be addressed in a timely manner: When an injured worker has been prescribed/taking medications on an ongoing basis and same does not appear warranted based on the lack of treatment or surgery; the injured worker continues to have the same complaints on an ongoing basis despite taking the medications; the injured worker has a history of requesting a physician or multiple physicians (polypharmacy) provide additional medications or refills sooner than needed – especially without being examined, or alleges medications were lost/misplaced/stolen; as well as “drug seeking” habits such as going to an emergency room to seek treatment in order to obtain medications.

We also contain costs by utilizing a select group of diagnostic service providers (networks) for MRI, EEG, EKG, and other diagnostic testing, to ensure that the City is providing their injured workers with the most beneficial and cost-effective treatment/services. When selecting a provider for any diagnostic testing, we interview the local representatives and closely review their price lists.

Each provider is evaluated and utilized based on their competitive pricing and demographics. Each provider is also evaluated for their quality of service, service area, the timeliness in which appointments may be made, knowledge of work-related injuries, and willingness to provide second opinions. We only utilize providers that are professional and timely, and whose billing practices are appropriate. We/our clients avoid providers who have a history of filing liens as those types of providers are known to grossly inflate their prices and provide poor service.

Loss Control Services

We are able to coordinate safety training and other loss prevention services with the assistance of organizations that specialize in many areas such as ergonomics (“ergonomic evaluations”), biomechanics and injury causation, environmental and industrial hygiene, and ADA compliance, et cetera. Our services will be at no cost and the services provided by the City's choice of outside vendors will always be at-cost as we will never add on any additional fees.

Managed Care Services – Contracted Out

Although our Clients have selected us to provide professional, cost-effective Utilization Review Services and Bill Review Services through our wholly owned subsidiary, MedReview Inc., we are able to work with outside providers (contracted out) reference these Services. Our Risk Management Information System (RMIS) is adaptable with outside vendors and therefore, we do not have any limitations; however, should there be a cost

associated with integrating our RMIS with an outside vendor's RMIS, all costs – if any – shall be those of the outside vendor in order to integrate with our RMIS.

We are able to create and integrate workflows with outside Utilization Review, Bill Review, et cetera vendors through transferring and receiving data by using a secure File Transfer Protocol (FTP) or secure VPN (Virtual Private Network). Because we operate in a paperless environment, we are also able to transmit documents and images such as medical reports, bills, et cetera which will allow for our claims adjusting staff to coordinate with contracted out vendors in a timely and seamless manner.

Qualifications & Experience of the Firm

Please refer to our Cover Letter (and our response herein) for a detailed overview of our experience.

Financial Capacity

We are financially capable to continue to perform the services as required/described in the RFP.

Key Personnel

Our firm and proposed, current Claims Team are well trained, experienced, and are certified/licensed specific to State requirements and laws, as well as industry standards and best practices. Our firm has over 40 years of experience with governmental agencies and the proposed, current Claims Team have a combined total of over 50 years' of claims handling experience; specifically, city police and fire claims. Please refer to Appendix 5 for our Key Personnel's resumes which outlines their education, years with our firm, and individual experience.

Should the City prefer to work with different claims staff at any time, we would adjust accordingly as it is absolutely imperative to the success of the City's Self-Insured Workers' Compensation Program that our assigned personnel are compatible with the City's personnel and that our business relationship is based on mutual goals and shared philosophies. Therefore, the following types of claims adjusting staff assigned to the City's account shall always be subject to City approval:

Claims Team

State Certified, Senior Workers' Compensation Claims Adjusting Staff

State Certified, Senior Workers' Compensation Claims Supervision/Management Team

In summary, the proposed, current Claims Team's experience is as follows:

- *Total years of claims handling experience: Over 50 years*
- *Total years of handling claims for cities with police and fire departments: Over 50 years*
- *Total years of handling claims involving Labor Code Section 4850: Over 50 years*

The proposed Claims Supervisor/Manager will have the authority to resolve client issues immediately, including reassignment of staff to the City's satisfaction. If/when necessary, we will provide a qualified back-up claims adjuster in the event of any absence of the City's claims adjuster.

The President has direct authority to modify, approve, et cetera all contract issues and resolve any matter without delay. Providing the Workers' Compensation Claims Supervisor/Manager and President with substantial authority streamlines processes and mitigates the potential for delays, miscommunications, et cetera.

In addition, we will continue to assign the following support staff:

- *Information Systems (IS): They assist with all computer-related and systems items, as well as internal and external reports, et cetera*

- *Claims Assistants: They assist with all tasks such as letter writing, benefit payment/execution, telephone calls to vendors, et cetera*
- *Office Assistants: They assist with all clerical tasks; scan and assign documents, et cetera*
- *Bill Pay/Check Processing Departments: They assist with all payments generated in a claim file other than statutory benefits*

Please refer to Appendix 1 for our Workers' Compensation Client List, and please refer to Appendix 5 for our Key Personnel's resumes.

Caseloads

The active caseload for the City's Claims Team shall not exceed those as stated in the RFP. Assigning manageable caseloads provides our claims adjusting staff with the time they need to effectively communicate with their clients, injured workers, and all interested parties, as well as coordinate/manage benefits, investigate/problem solve, and settle/close claims, et cetera.

We do not assign any claim files to our claims assistants or office assistants as we prefer they devote their time to attending to their assigned claims adjusters' needs. In doing so ensures that our claims adjusters are not utilizing their time performing clerical or assistant-type duties. We prefer that our claims adjusters devote their time and focus on administering claims in a timely and professional manner so that our clients' injured workers receive all the benefits they're entitled to that is specific to each clients' approach.

In addition, our claims supervisors/managers do not have caseloads. We prefer they devote their time to attending to their clients' needs as well as managing and training their employees. In doing so ensures that our clients' Workers' Compensation Programs are well supervised and managed on a full-time basis.

Cost Proposal

Please refer to our Cost Proposal file which is submitted separately. Our proposal shall be valid for a minimum of 180 days following submission.

Forms to Accompany Proposal

Please refer to Appendix 6 for our fully executed Forms as required per the RFP.

Disclosure and Closing

We currently work with City of Costa Mesa City Staff specific to this exact project. Based on our entire proposal response, proposed cost for services, and our years of specific experience related to successfully administering complex claims for the City of Costa Mesa – as well as many other cities with police and fire departments – we are confident that we, AdminSure Inc., will continue to provide the City of Costa Mesa with the greatest overall cost-benefit advantages for its Self-Insured Workers' Compensation Program.

Should you have any questions or would like to discuss our services, please contact me directly at (909) 396-5814, or by way of e-mail at avargas-flores@adminsire.com, as I am the contact person fully authorized to negotiate/act on AdminSure's behalf in connection with this proposal and also have the authority to bind the proposal.

Thank you for your time and consideration.

Respectfully submitted,



Alithia Vargas-Flores, President
MBA, SIA, WCCP, WCCA



Workers' Compensation Client List

The following is a list of our Workers' Compensation clients for which we provide various Services as follows: Claims Administration, Utilization Review, and Bill Review:

Alpine Fire Protection District
Antelope Valley Union High School District (AVUHSD)
Bonita-Sunnyside Fire Protection District
California Insurance Pool Authority (CIPA)
City of Adelanto
City of Arcadia
City of Baldwin Park
City of Barstow
City of Bell
City of Buena Park
City of Canyon Lake
City of Carlsbad
City of Carson
City of Cathedral City
City of Coachella
City of Colton
City of Corona
City of Costa Mesa
City of Covina
City of Cypress
City of Desert Hot Springs
City of Downey
City of El Monte
City of El Segundo
City of Encinitas
City of Escondido
City of Fountain Valley
City of Fullerton
City of Garden Grove
City of Glendale
City of Glendora
City of Hawthorne
City of Hermosa Beach
City of Holtville

City of Hope National Medical Center
City of Huntington Park
City of Imperial Beach
City of Inglewood
City of Irvine
City of La Habra
City of Laguna Beach
City of Lynwood
City of Manhattan Beach
City of Montclair
City of Monterey Park
City of Moreno Valley
City of Murrieta
City of National City
City of Newport Beach
City of Norco
City of Oceanside
City of Ontario
City of Orange
City of Palm Springs
City of Placentia
City of Pomona
City of Rancho Mirage
City of Redlands
City of Redondo Beach
City of Rialto
City of San Bernardino
City of San Bernardino Water Department
City of San Clemente
City of San Fernando
City of San Jacinto
City of San Marcos
City of San Marino
City of Santa Ana
City of Santa Barbara
City of Santa Maria
City of South Gate
City of Tustin
City of Victorville
City of Vista
City of Westminster
City of Westmorland
City of Yorba Linda
Goodwill Industries of Southern California/Goodwill Retail Services
Hemet Unified School District (HUSD)
Independent Cities Risk Management Authority (ICRMA)
Kern County Hospital Authority

Lakeside Fire Protection District
Los Angeles Community College District (LACCD)
Los Angeles Department of Water and Power (LADWP)
Mariposa County
North County Fire Protection District
Out of the Shell, LLC
Palmdale School District
Pomona Valley Hospital Medical Center (PVHMC)
PRISM – Formerly: California State Association of Counties – Excess Insurance
Authority (CSAC-EIA) – Primary Workers’ Compensation (PWC) Program
Public Entity Risk Management Authority (PERMA)
Rancho Santa Fe Fire Protection District
San Miguel Fire Protection District
South Coast Air Quality Management District (SCAQMD)
SunLine Transit Agency
Tarzana Treatment Centers
Taylor-Dunn Corporation
Trademark Construction Co., Inc. DBA J.M.W. Truss and Components
Yum Yum Donut Shops, Inc. (Winchell’s)

WORKERS' COMPENSATION CLAIMS ADMINISTRATION STANDARDS (CALIFORNIA)

The following standards are intended to foster a professional, best practices approach to Workers' Compensation claims administration. Under no circumstances are they to be construed as having precedence over any new or existing statute, regulation or case law.

1. Caseload

An ideal caseload is 150-165 open indemnity claims, with each future medical claim (settled; no pending issues other than the payment of the approved Award, medical treatment, liens and excess) or medical-only claim being counted as one-half of an indemnity claim.

2. New Claim Set Up

Upon receipt of the Employer's Report of Occupational Injury or Illness (Form 5020), Workers' Compensation Claim Form (DWC 1), or Application for Adjudication of Claim, the claims administrator will create a claim file within two workdays.

In the event a DWC 1 Form is not received by the claims administrator within one to two workdays after receiving Form 5020, the claims administrator will contact the employer to ensure that a DWC 1 Form was provided to the injured worker within one workday of the employer's date of knowledge of the injury. If a DWC 1 Form was not provided, the claims administrator will immediately send a DWC 1 Form directly to the injured worker.

The claims administrator will immediately request Form 5020 from the employer when the Doctor's First Report of Occupational Injury or Illness (Form 5021) is received first.

All coding fields will be accurate and complete.

3. Compensability

The initial compensability determination (accept claim, deny claim, or delay acceptance pending the results of additional investigation or medical documentation) and the reasons for such a determination will be made and documented in the claims administrator's file notes no later than fourteen (14) calendar days of the filing of the claim with the employer.

Upon knowledge of preexisting medical conditions which may be pertinent to a claim, medical records will be explored and obtained as necessary and/or approved by the employer.

When medical causation is unclear, a medical evaluation will be scheduled with a physician by way of a State Panel Qualified Medical Exam, Defense Qualified Medical Exam, or Agreed Medical Exam (AME). A cover letter, when appropriate, will be provided to the physician outlining the specific issues, concerns and questions. All relevant medical reports, investigation reports, and information will be provided to the physician for review prior to the examination date.

Delayed claims will clearly document the reason for the delay, the information needed to determine compensability and the anticipated date of the final decision. If a claim was initially delayed pending a physician's report and/or other medical, legal, or investigation report, a decision will be made within five workdays from receipt of such reporting, or sooner, if any delay will result in a penalty situation.

For all denied claims, the claims administrator will document the factual, medical, and/or legal basis for the denial, in accordance with the Workers' Compensation Laws of California.

The claims administrator will notify the employer of all claims where a delay or denial is recommended. The claims administrator will also notify the employer before any questionable claim is accepted. Thereafter, a proper notice will be sent to the injured worker notifying him/her of the decision and their rights under the Workers' Compensation Laws of California.

In no case will a compensability decision be made more than ninety (90) days from the employer's date of knowledge of the injury and/or the employer's receipt of the Workers' Compensation Claim Form (DWC 1).

4. ISO ClaimSearch® and EDEX

The claims administrator will request a report from ISO ClaimSearch® and/or EDEX on all new indemnity claims. Thereafter, requests will be submitted if the possibility of other injuries is suspected, it appears permanent disability may be paid, or a claim file becomes litigated.

5. Three-Point Contact

- a. Employers will be contacted within two workdays of receipt of a claim to discuss and verify compensability, disability, clarify issues, and request additional information, if necessary. Contact will be made sooner if any delay will result in a late payment, late notice, or any penalty situation.

- b. All injured workers will be contacted by telephone within two workdays of receipt of a claim. During this initial contact, injured workers will be provided with an explanation of their benefits and will be asked whether they have any questions or concerns regarding their claim.

Injured workers who have not returned to work will be contacted by telephone within two workdays of receipt of a lost time claim unless the injured worker is represented by an attorney. During this initial contact, injured workers will be provided with an explanation of their benefits and will be asked whether they have any questions or concerns regarding their claim.

Injured workers will continue to be contacted at least twice a month while they are disabled from working, unless they are represented by an attorney, or their claim has been finalized.

- c. Treating physicians will be contacted within two workdays of notice or receipt of a lost time claim to verify the diagnosis, compensability, duration of disability, proposed treatment and other issues, as appropriate. Contact will be made sooner if any delay will result in a late payment, late notice or any penalty situation. Thereafter, the claims administrator will maintain contact at least every thirty (30) days with the treating physician to monitor the disability status and the progress of medical treatment, facilitate an early return to work, and obtain medical reports.

6. Telephone and Written Communication

Telephone calls will be returned within one workday. If the designated claims administrator is not available within this time frame, another claims administrator will return the telephone call.

Written communications from the employer, defense counsel and injured workers requiring acknowledgment or action will be responded to within five workdays. Written communications from all other parties will be responded to within thirty (30) days or sooner, if an immediate response is necessary or required. All incoming written communication will have the date of receipt clearly date stamped.

The claims administrator will respond to the employer's request for verbal status reports on claim files within twenty-four (24) to forty-eight (48) hours.

In lieu of written status reports, the employer will be provided with online computer access to claim status information.

7. Investigation Management

With prior authorization from the employer, the claims administrator will immediately assign an investigator, as needed, when any identified issue arises that may impact the nature, extent, or scope of the employer's liability.

Referrals will be made within five workdays from the employer's approval and will include specific, written instructions regarding the scope of the investigation. The employer will be kept informed of the results of all investigations.

8. Fraudulent Claims

Any claim that is believed to be fraudulent will be referred to an investigator for additional investigation, and with the employer's prior approval, the claim will be referred to the appropriate law enforcement agency for further investigation.

9. Subrogation Management

Whenever practical, the claims administrator will aggressively pursue recovery in all subrogation claims. The claims administrator will attempt to maximize the recovery for benefits and payments made and assert credit against an injured worker's net recovery for future benefit payments.

Subrogation potential will be identified and appropriate steps will be taken to initiate an investigation within ten (10) workdays after information is available that subrogation may exist. In all cases where it appears a third party is responsible for the injury to the injured worker(s), and once the responsible party has been identified, the third party will be contacted within ten (10) workdays with notification of the employer's right to subrogation and the recovery of claim expenses.

The claim will be monitored to determine the need to file a complaint in order to preserve the statute of limitations. If the injured worker brings an action against the party responsible for the injury, the claims administrator will consult with the employer about the value of the subrogation claim and other considerations. Upon employer authorization, subrogation counsel will be assigned to file a Lien or a Complaint in Intervention in the action. The claims administrator will identify and seek recovery from a state fund, entity, or individual that may be a party to the claim.

The employer will be kept informed of the results of all subrogation efforts and findings.

Should an employer request that we not pursue subrogation efforts and/or the claims administrator recommends subrogation efforts not be made for whatever reason(s), we shall document all discussions, decisions, etc. in our computer notepad.

10. Litigation Management

When a defense attorney is not necessary, the claims administrator will work closely with the applicant's attorney towards disposition of the claim.

In the event the claims administrator and the employer determine a claim warrants referral to a workers' compensation defense attorney, the claim administrator will retain primary responsibility. Defense counsel will not be used to perform routine activities that are the responsibility of the claims administrator. Exceptions will be approved by the employer.

The claims administrator will communicate with the defense attorney to provide a complete overview of the claim. The claims administrator will also prepare a complete copy of the claim file for transmission to the defense attorney with a transmittal form or cover letter outlining the status of the case, results of investigations and discovery completed to date, primary issues, requested action and plan of action. Ongoing documentation will be sent to the defense attorney timely.

The claims administrator will carefully evaluate and monitor the defense attorney's aggressiveness in resolving claims, ability to identify issues, responsiveness, timeliness, and billing practices. The claims administrator will also provide the employer with advance notice of hearings and trials so they may attend, if necessary or desired.

11. Claim Reserves

Initial claim reserves will reflect the most probable value of the claim based on the information available at the time and the facts developed to date.

Initial claim reserves and subsequent reserve changes are reviewed and approved by a supervisor except under the following circumstance:

Claims administrators who possess the necessary Workers' Compensation experience and knowledge may have authority to establish initial reserves up to \$75,000.00 and each subsequent reserve change up to \$50,000.00.

As claim values increase and decrease, claim reserves will be reviewed on a regular basis and on each diary date, but not less than twice a year. The rationale for reserves will be documented in the file notes and the amounts allocated to each reserve category will be documented.

12. Claim Reconciliation

Claim files will be reconciled to ensure all medical, indemnity, vocational

rehabilitation, legal, and other expense payments are appropriate, were made to the correct individual/provider in the correct amount and were paid from the correct claim file. The physical file will be verified with the computer information.

All open claim files will be reconciled annually or when there is a change from one benefit to another. Proof of the reconciliation will be documented by way of a file note and a completed reserve worksheet, when applicable.

13. Payments

Prior to payment, all bills will be reviewed for accuracy and appropriateness. All medical bills will be reviewed for reduction in accordance with the California Official Medical Fee Schedule (OMFS), InPatient Hospital Fee Schedule (IHFS), Preferred Provider Organization (PPO) discounts, and/or negotiated rates.

Medical bills submitted without supporting documentation will be objected to within thirty (30) days from receipt and will not be reviewed for payment until such documentation is obtained, if applicable. Medical bills will be paid, objected to, or denied no later than thirty (30) days from receipt and/or in accordance with state statutes.

Medical-legal costs will be reviewed for appropriateness and necessity. Bills that do not qualify as valid medical-legal expenses will be objected to on a timely basis according to the Workers' Compensation Laws of California.

As required by SB 899, payment of medical treatment regarding delayed AOE/COE claims will be processed through Utilization Review and Bill Review but will not exceed \$10,000.00.

Mileage reimbursement requests from injured workers will be processed and mailed to the injured worker within ten (10) workdays of receipt of the request. Advance travel expense payments will be mailed to the injured worker no later than seven days prior to the anticipated date of travel.

14. Diary

Indemnity claims that are not on a benefit payment schedule will be reviewed on diary every thirty (30) to sixty (60) days as activity warrants, or more frequently when needed, for resolution of any and all issues and closure.

Indemnity claims on a benefit payment schedule will be reviewed on diary every fourteen (14) days, or more frequently when needed, for resolution of any and all issues and closure.

Medical-Only claims will be reviewed on diary every thirty (30) days for closure, or more frequently when needed. A medical-only claim will be converted to an indemnity claim when disability benefits are due, compensability becomes an issue, or litigation is initiated by either the injured worker or the employer.

Future-Medical claims will be reviewed on diary at least twice a year, or more frequently when needed, for the monitoring of future-medical care, Compromise and Release settlement and closure.

15. Indemnity Benefits

Accurate and timely indemnity benefit payments and notices will be computed, processed, and transmitted to injured workers as required by California Labor Codes, Statutes and Regulations.

Initial indemnity benefit payments and notices will be processed and mailed to the injured worker within fourteen (14) days of the first day of compensable disability. All subsequent and final indemnity benefits payments and notices will be verified and issued in compliance with the Workers' Compensation Laws of California.

Late indemnity payments due directly to the injured worker will include a self-imposed 10% penalty in accordance with the Labor Code.

16. Penalties

Late payments of all undisputed bills, benefits, Awards, Commutations, or Compromise and Releases will include the appropriate self-imposed penalty in accordance with the Workers' Compensation Laws of California.

The employer will be advised of the assessment of any penalty for late payment, the reason, and the responsible party within ten (10) workdays of the assessment. In the event the claims administrator is the responsible party, the claims administrator will submit a reimbursement check to the employer within fifteen (15) workdays of the assessment.

17. Return to Work

The claims administrator will assist the employer in establishing a modified-work (light-duty) plan that is appropriate and accommodating for injured workers while they are recovering from their injury or illness and prior to their return to regular duties.

The claims administrator will immediately consult with the employer in those cases where the injury or illness residuals might involve permanent work restrictions and/or

retirement potential.

18. Medical Management

The claims administrator's Utilization Review process will monitor treatment recommendations and medical treatment to ensure it is appropriate, medically necessary, and consistent with the recommended standards set forth in the American College of Occupational and Environmental Medicine Occupational Medical Practice Guidelines (ACOEM).

For all conditions and injuries/illnesses not covered by the ACOEM Practice Guidelines, authorized treatment will be in accordance with other evidence-based medical treatment guidelines that are relevant to the request, generally recognized by the national medical community, and scientifically based.

The claims administrator will monitor the medical treatment to ensure it is related to the compensable injury or illness. The claims administrator will timely object to inappropriate medical reports.

When appropriate, the claims administrator will arrange a medical evaluation by way of a Labor Code Section §4050 Exam, State Panel Qualified Medical Exam, Defense Qualified Medical Exam, or Agreed Medical Exam (AME) to address the necessity and/or reasonableness of care for litigated and non-litigated injured workers and injured workers who have a valid predesignated physician. A cover letter, when appropriate, will be provided to the physician outlining the specific issues, concerns, and questions. All relevant medical reports, investigation reports, and information will be provided to the physician for review prior to the examination date.

If the employer has an approved Medical Provider Network (MPN) in place, all medical evaluations, determinations, and disputes shall be governed per California Labor Codes and Regulations, specifically Labor Code Sections §4616 through §4616.4, Regulations §9767.1 through §9767.14, and pertinent Workers' Compensation Laws of California.

In the event a claim warrants referral to an outside nurse case manager or any other outside medical management service, the employer will be contacted for prior approval and to discuss the intent and scope of services requested.

19. Resolution of Claims

The employer will be notified within ten (10) workdays after receipt of the treating physician's or other relevant physician's Maximum Medical Improvement (Permanent and Stationary) report.

The claims administrator will determine the extent of permanent disability by completing a disability rating, arranging for an informal disability rating, or requesting a Summary Rating Determination (DEU Form 102) from the Disability Evaluation Unit. The claims administrator will also determine and take credit for legally permissible apportionment, if any.

The claims administrator will telephone the injured worker, if not represented by legal counsel, and mail a notice outlining permanent disability, future-medical care, and if applicable, provide a Qualified Medical Examination request form, within ten (10) workdays from receipt of a Maximum Medical Improvement (Permanent and Stationary) report. The purpose of the telephone call and notice is to explain the process and answer the injured worker's question(s). The claims administrator will take appropriate action(s) to finalize the claim.

20. Rehabilitation Management

All notifications, determinations, and referrals regarding Vocational Rehabilitation Benefits or Supplemental Job Displacement Benefits, and Qualified Injured Worker or Non-Qualified Injured Worker status will be made timely in accordance with the Workers' Compensation Laws of California in place at the time of injury. The claims administrator will:

- a. Notify the employer of the injured worker's permanent work restrictions so the employer may determine the availability of permanent modified or alternate work.
- b. Notify the injured worker of their potential rehabilitation rights.
- c. With prior employer approval, assign an outside rehabilitation counselor or other service vendor when the need is identified for a formal job analysis, essential function job analysis, ergonomic evaluation, or a 90-Day QRR intervention.
- d. Attempt to secure the prompt conclusion of vocational rehabilitation benefits, and settle rehabilitation where appropriate.
- e. Monitor rehabilitation programs on an ongoing basis to verify appropriateness and progress.
- f. Monitor and control rehabilitation benefits and costs through conclusion. In addition, the claims administrator will work with the employer to assist in the coordination of experts in complying with Americans with Disabilities Act (ADA) and AB 2222 interactive accommodation requirements.

21. Approval of Settlements

The claims administrator and/or defense attorney, if applicable, will submit settlement requests to the employer for approval on all settlement requests. Settlement requests will be clear and concise and will consist of a verbal and/or written analysis of the claim/issue(s), and monetary recommendations. After supervisory approval, settlement requests will be presented to the employer in this manner so as to ensure receipt of a response in sufficient time to process the settlement.

If the settlement exceeds, or may have the potential to exceed, the employer's self-insured retention, the claims administrator will immediately submit a written analysis of the claim/issues(s) and contact the excess carrier by telephone to discuss the settlement and obtain approval.

Overpayments will be identified on all settlement requests and where appropriate, the claims administrator will pursue credit for the overpayment, if any.

22. Award Payments

Following receipt of the appropriate, fully executed document(s), payments on undisputed Awards, Commutations, or Compromise and Releases will be issued within ten (10) workdays or sooner, if necessary to ensure payment within twenty (20) calendar days of the Workers' Compensation Appeals Board (WCAB) approval date, or if any delay will result in a late payment, late notice, or any penalty situation.

23. Excess Insurance

Claims that have the potential to exceed the employer's self-insured retention will be reported in accordance with the reporting criteria established by the employer's excess insurance carrier's policies.

Claims that meet the established reporting criteria will be reported to the excess carrier in accordance with the applicable policy but in no event will the claim be reported to the excess carrier more than thirty (30) days from the day on which it is known the criteria are met.

Excess reporting correspondence prepared by the claims administrator will be copied to the employer. Correspondence received by the claims administrator involving excess claims will be sent to the employer and responded to by the claims administrator within ten (10) workdays of receipt.

Requests for reimbursement on active claims will be made at least twice a year. For less active claims, reimbursement will be requested when reimbursement exceeds \$2,500.00, but in no event less frequently than on an annual basis.

24. File Documentation

Any significant development will be documented in the file notes. All file notes will have a “Plan of Action” that includes time frames for completing tasks or activities. The progress of the “Plan of Action” will be documented as will the reasons for any delays or modifications to the “Plan of Action.”

File documentation also includes all information that relates to the direction, value, and active claim strategy towards closure of the claim.

All files will be in chronological order with correspondence in the designated section. All handwritten correspondence, if any, will be legible. All file notes, actions, or tasks completed on a claim will identify the date and the person(s) who completed it.

25. Supervisory Review

Supervisors do not have a caseload. Their primary role is to direct, monitor and review the work of claims administrators. All supervisory reviews will be documented in the file notes and labeled “Supervisory Review.” All claims will be reviewed by a supervisor:

- a. At file creation.
- b. Before cases are delayed or denied.
- c. Before referral to outside investigation, subrosa, medical case management or defense counsel.
- d. When reserve increases, proposed settlements or payments exceed the claims administrator’s limit of authority.
- e. Before mandatory settlement conferences or trials.

In addition, supervisors will audit 10% of the claims administrator’s caseload each month to evaluate the work product of the claims administrator, provide direction and review significant activities to ensure adherence to claims administration standards.

Finally, supervisors will review all incoming mail on a daily basis with an eye for anything that might portend a problem or require special attention.

26. Internal Auditing

In addition to supervisory audits, claim files are also randomly selected and reviewed by an internal auditor to further ensure compliance with performance standards outlined herein and to identify any areas of needed improvement in overall claims

handling and reserving.

27. Closure

Indemnity and medical-only claims will be reviewed for closure and closed within thirty (30) days from the date all issues, including those involving benefits, payments and notices, have been resolved.

Future-Medical claims will be reviewed for settlement not less than twice a year. When future-medical benefits are the only remaining benefit due to the injured worker, and the claim is inactive for a period of two years, it will be closed no later than two years from the date of the last provision of Workers' Compensation benefits, flagged as "do not destroy" and placed in permanent storage.

28. Record Retention

The claims administrator will retain all claim files for five years after the closure date. The claims administrator will retain all future-medical claim files for the entire life of the claim file.

Thereafter, the claims administrator will contact the employer to determine if the employer wishes to retain the claim file.

29. Personnel and Availability

Personnel who handle claim files will be well trained, appropriately certified and will receive continuing education and training.

The claims administrator, or a supervisor, will be available by telephone Monday through Friday, 8:00 a.m. to 4:30 p.m.

30. Client Services

The claims administrator will provide the employer with all necessary workers' compensation claim forms in an electronic format with printed forms available at cost.

The claims administrator will provide on-site training, attend on-site meetings, and complete file reviews for the employer on an as needed basis.

The claims administrator will participate in events pertaining to the employer's Workers' Compensation Program and will meet with injured workers to resolve issues that arise from claims on an as needed basis.

The claims administrator will meet with the employer on an as needed basis to provide information, opinions and direction regarding proposed changes to the Workers' Compensation Laws of California and to meet with the employer's designated personnel to ensure they are effectively processing the employer's Workers' Compensation claims as required by law.

MEDREVIEW

Post Office Box 3730
Ontario, California 91761
Phone (909) 978-2960 | Fax (909) 978-2970

Utilization Review Plan

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Introduction

MedReview's utilization review process is pursuant to and in compliance with Labor Code Sections 4610, 4610.5, and title 8, California Code of Regulations (CCR), Sections 9792.6.1 through 9792.10.1.

MedReview's utilization review process is governed by written policies and procedures that ensure decisions are based on medical necessity to cure and relieve treatment recommendations by physicians. All decisions are consistent with the California Medical Treatment Utilization Schedule (MTUS), including the drug formulary, adopted pursuant to Labor Code Section 5307.27. MedReview updates and reviews the treatment guidelines per CCR Section 9792.25.1(a) MTUS Methodology for Evaluating Medical Evidence.

Pursuant to CCR 9792.6.1(v), "Reviewer" means a medical doctor, doctor of osteopathy, psychologist, acupuncturist, optometrist, dentist, podiatrist, or chiropractic practitioner licensed by any state or the District of Columbia, competent to evaluate the specific clinical issues involved in medical treatment services, where these services are within the scope of the reviewer's practice.

Pursuant to Labor Code Section 4610(g)(3)(B)(i), MedReview shall neither offer nor provide any financial incentive or consideration to a physician based on the number of modifications or denials made by the physician under this section.

A "utilization review decision" means a decision pursuant to Labor Code Section 4610 to approve, modify, or deny a treatment recommendation or recommendations by a physician prior to, retrospectively, or concurrent with the provision of medical treatment services pursuant to Labor Code Sections 4600 or 5402(c).

This Utilization Review Plan is available to the public upon request. The claims administrator may charge reasonable copying and postage expenses related to disclosing the complete utilization review plan. Such charge shall not exceed \$0.25 per page plus actual postage costs.

Medical Director and Personnel

MedReview's Medical Director is Neil S. Ghodadra, M.D. Dr. Ghodadra is a practicing physician and surgeon who holds an unrestricted license to practice medicine in the State of California. Dr. Ghodadra's specialty is Orthopedic Surgery.

Neil S. Ghodadra, M.D.
License Number 116163
25451 Prado De Azul
Calabasas, CA 91302-3667
Neil@drneilmd.com

Telephone: (678) 596-1344

The Medical Director ensures that the process by which MedReview prospectively, retrospectively, or concurrently reviews and approves, modifies, or denies treatment recommendations by physicians complies with the requirements of Labor Code Section 4610. Pursuant to CCR Section 9792.6.1(o), the Medical Director is a physician and surgeon licensed by the Medical Board of California or the Osteopathic Board of California who holds an unrestricted license to practice medicine in the State of California.

The Medical Director is responsible for all utilization review decisions. In addition to his duties as a reviewer, he is available to suggest courses of action to secure the medical information necessary to complete a review; available to provide additional resources of information to aid the non-physician reviewers with the primary review process; provides input and guidance to the other reviewers where appropriate; communicates with the requesting physicians when appropriate; reviews policies regarding the utilization review process; and provides educational information to the non-physician reviewers.

The secretary to the Medical Director facilitates the process by which MedReview, Inc. prospectively, retrospectively, or concurrently reviews and approves, modifies, or denies treatment recommendations by physicians complies with the requirements of Labor Code section 4610. The Medical Director has the final approval on all policy and procedures regarding utilization review processes.

The secretary to the Medical Director relieves the Medical Director of details which do not require his or her personal attention by the use of discretion, tact and a comprehensive knowledge of departmental procedures and policies.

MedReview's Utilization Review is comprised of contracted physician reviewers licensed to practice in any state or the District of Columbia by their appropriate licensing boards, non-physician reviewers, consisting of licensed, certified, and trained health professionals, and assisting clerical personnel.

MedReview's physician reviewers are competent to evaluate the specific clinical issues involved in medical treatment services and, where these services are within the reviewer's scope of practice, may approve, modify, or deny requests for authorization of medical treatment for reasons of medical necessity to cure or relieve the effects of the industrial injury. Reviewers function as a secondary review when the non-physician reviewer is unable to approve medical treatment per appropriate guidelines.

MedReview's non-physician reviewers are comprised of individuals who possess an active, professional license or certification to practice as a health professional (Registered Nurse (RN), Certified Medical Assistant (MA) and Licensed Vocational Nurse (LVN)). MedReview's non-physician reviewers function as a primary reviewer applying specific criteria to requests for

authorization for medical services. The non-physician reviewer may approve requests for authorization of medical services. The non-physician reviewer may discuss applicable criteria with the requesting physician, should the treatment for which authorization is sought appear to be inconsistent with the criteria. In such instances, the requesting physician may voluntarily withdraw a portion or all of the treatment in question and submit an amended request for treatment authorization. The non-physician reviewer may reasonably request appropriate additional information that is necessary to render a decision, but in no event, shall this exceed the time limitations per regulations. The non-physician reviewer shall not modify or deny requests for authorization of medical treatment for reasons of medical necessity to cure and relieve or due to incomplete or insufficient information

MedReview's clerical personnel assist in the utilization review process by assigning received requests for authorization of medical treatment for initial review by a non-physician reviewer. Additionally, the clerical personnel are available to answer telephone calls between the hours of 9:00 a.m. to 5:30 p.m., on business days, for healthcare providers to request authorization for medical services.

MedReview's transcription personnel proofreads and formats the reviewers' typed decisions and drafts MedReview letters.

Utilization Review Process

Receipt of Request for Authorization

MedReview personnel are available by telephone from 9:00 a.m. to 5:30 p.m., on business days, to receive treatment requests. A facsimile number is maintained for after-hours treatment requests. The utilization review process for responding to a treatment request begins when the request for authorization is first received by mail, facsimile, or electronic mail.

Pursuant to CCR Section 9792.9.1(c)(2)(A), upon receipt of a request for authorization as described in subdivision (c)(2)(B), or a DWC Form RFA that does not identify the employee or provider, does not identify a recommended treatment, is not accompanied by documentation substantiating the medical necessity for the requested treatment, or is not signed by the requesting physician, a non-physician reviewer, as allowed by Section 9792.7, or reviewer must either regard the request as a complete DWC Form RFA and comply with the timeframes for decision set forth in this section or return it to the requesting physician marked "not complete," specifying the reasons for the return of the request no later than five (5) business days from receipt. The timeframe for a decision on a returned request for authorization shall begin anew upon receipt of a completed DWC Form RFA.

Utilization review of a medical treatment request may be deferred if the claims administrator disputes liability for either the occupational injury for which the treatment is recommended or the recommended treatment itself on grounds other than medical necessity.

Unless additional information is requested necessitating an extension, the utilization review process shall meet the required timeframes.

The first day in counting any timeframe requirement is the day after the receipt of the DWC Form RFA, except when the timeline is measured in hours. Whenever the timeframe requirement is stated in hours, the time for compliance is counted in hours from the time of receipt of the DWC Form RFA, pursuant to CCR Section 9792.9.1(c)(1).

Pursuant to Labor Code Section 4610(b)-(c), for all dates of injury occurring on or after January 1, 2018, any request(s) for authorization received for emergency treatment services and medical treatment rendered, for a body part or condition that is accepted as compensable by the employer, within the 30 days following the initial date of injury shall be authorized without prospective utilization review, except as provided in subdivision (c).

Unless authorized by the employer or rendered as emergency medical treatment, the following medical treatment services, as defined in rules adopted by the administrative director, that are rendered through a member of the medical provider network or health care organization, a predesignated physician, an employer-selected physician, or an employer-selected facility, within the 30 days following the initial date of injury, shall be subject to prospective utilization review under this section:

- ~ Pharmaceuticals, to the extent they are neither expressly exempted from prospective review nor authorized by the drug formulary adopted pursuant to Section 5307.27.
- ~ Nonemergency inpatient and outpatient surgery, including all presurgical and postsurgical services.
- ~ Psychological treatment services.
- ~ Home health care services.
- ~ Imaging and radiology services, excluding X-rays.
- ~ All durable medical equipment, whose combined total value exceeds two hundred fifty dollars (\$250), as determined by the official medical fee schedule.
- ~ Electrodiagnostic medicine, including, but not limited to, electromyography and nerve conduction studies.
- ~ Any other service designated and defined through rules adopted by the administrative director.

Timeframes and Notification

Prospective or concurrent utilization review decisions will not exceed five (5) business days from the date of receipt of the request for authorization. During the utilization review process, the reviewer or non-physician reviewer shall request information reasonably necessary to make a determination from the treating physician within five (5) business days from the date of receipt of the request for authorization.

Prospective decisions regarding requests for treatment covered by the MTUS Drug Formulary shall be made no more than five working days from the date of receipt of the medical treatment request.

Prospective or concurrent decisions related to an expedited review will not exceed 72 hours after the receipt of the written information reasonably necessary to make the determination. A request for expedited review must be supported by evidence establishing that the injured worker faces an imminent and serious threat to his or her health, or that the timeframe for utilization review would be detrimental to the injured worker's condition.

Retrospective decisions shall be made within 30 days of receipt of the request for authorization and medical information that is reasonably necessary to make a determination.

All decisions to approve a request for authorization shall specify the following:

- ~ The date the request for authorization was first received.
- ~ The medical treatment service requested.
- ~ The medical treatment service approved.
- ~ The date of the decision.

Prospective, concurrent, or expedited approvals shall be communicated to the requesting physician within 24 hours of the decision, initially by telephone, facsimile, or, if agreed to by the parties, secure email. Telephone communication of the decision shall be followed with a written notice to the requesting physician within 24 hours of the decision for concurrent review and within two (2) business days for prospective review. For retrospective approvals, the written decision shall be communicated to the requesting physician, the injured worker, and his or her attorney/designee, if applicable.

Pursuant to CCR Section 9792.6.1(a), 'Authorization' means assurance that appropriate reimbursement will be made for an approved specific course of proposed medical treatment to cure or relieve the effects of the industrial injury.

Payment, or partial payment, of a medical bill for services requested, within the 30-day timeframe, shall be deemed a retrospective approval.

Pursuant to CCR Section 9792.9.1(e)(1), the review and decision to deny or modify a request for medical treatment must be conducted by a reviewer, who is competent to evaluate the specific clinical issues involved in the medical treatment services, and where these services are within the scope of the individual's practice.

Prospective, concurrent, or expedited decisions to modify or deny shall be communicated to the requesting physician within 24 hours of the decision, initially by telephone, facsimile, or, if agreed to by the parties, secure email. Telephone communication of the decision shall be followed with a written notice to the requesting physician, the injured worker, and if the injured worker is represented by counsel, the injured worker's attorney, within 24 hours of the decision for concurrent review and within two (2) business days for prospective review.

For retrospective decisions to deny part or all of the requested medical treatment, the written decision shall be communicated to the requesting physician, the injured worker, and his or her attorney/designee, if applicable, within 30 days of receipt of request for authorization and medical information that is reasonably necessary to make a determination.

Written decisions to modify or deny requests for authorization shall be provided to the requesting physician, the injured worker, the injured worker's representative, and if the injured worker is represented by counsel, the injured worker's attorney. The written decision shall be signed by either the claims administrator or the reviewer, and shall only contain the following information specific to the request, pursuant to CCR Section 9792.9.1(e)(5):

- ~ The date on which the request for authorization was first received.
- ~ The date on which the decision is made.
- ~ A description of the specific course of proposed medical treatment for which authorization was requested.
- ~ A list of all medical records reviewed.
- ~ A specific description of the medical treatment service approved, if any.
- ~ A clear, concise, and appropriate explanation of the reasons for the reviewing physician's decision, including the clinical reasons regarding medical necessity and a description of the relevant medical criteria or guidelines used to reach the decision pursuant to Section 9792.8. If a utilization review decision to modify or deny a medical service is due to incomplete or insufficient information, the decision shall specify the reason for the decision, the specific information that is needed, the date(s) and time(s) of attempts made to contact the physician to obtain the necessary information, and a description of the manner in which the request was communicated.

- ~ The Application for Independent Medical Review, DWC Form IMR, with all fields, except for the signature of the employee, to be completed by the claims administrator. The application, set forth in Section 9792.10.2, and the written decision provided to the injured worker shall include an addressed envelope, which may be postage-paid for mailing to the Administrative Director or his or her designee.
- ~ A clear statement advising the injured employee that any dispute shall be resolved in accordance with the independent medical review provisions of Labor Code Section 4610.5 and 4610.6, and that an objection to the utilization review decision must be communicated by the injured worker, the injured worker's representative, or the injured worker's attorney on behalf of the injured worker on the enclosed Application for Independent Medical Review, DWC Form IMR, within 10 days after service of the utilization review decision(s) for formulary disputes and 30 days after service of the utilization review decision(s) for all other medical treatment disputes.
- ~ The following mandatory language:
 - ~ “You have a right to disagree with decisions affecting your claim. If you have questions about the information in this notice, please call me (insert claims adjuster's name in parentheses) at (insert telephone number). However, if you are represented by an attorney, please contact your attorney instead of me.

and

- ~ “For information about the workers' compensation claims process and your rights and obligations, go to www.dwc.ca.gov or contact an information and assistance (I&A) officer of the state Division of Workers' Compensation. For recorded information and a list of offices, call toll-free 1-800-736-7401.”
- ~ Details about the claims administrator’s internal utilization review appeals process for the requesting physician and a clear statement that the internal appeals process is a voluntary process that neither triggers nor bars use of the dispute resolution procedures of Labor Code Section 4610.5 and 4610.6, but may be pursued on an optional basis.
- ~ The written decision modifying or denying treatment authorization provided to the requesting physician containing the name and specialty of the reviewer or expert reviewer, and the telephone number in the United States of the reviewer or expert reviewer. The written decision discloses the hours of availability of either the reviewer, the expert reviewer, or the medical director for the treating physician to discuss the decision which is, at a minimum, four (4) hours per week during normal business hours, 9:00 a.m. to 5:30 p.m., Pacific Time, or an agreed upon scheduled time to discuss the decision with the requesting physician. In the event the reviewer is unavailable, the requesting physician may

discuss the written decision with another reviewer who is competent to evaluate the specific clinical issues involved in the medical treatment services.

Emergency Health Care Services and Concurrent Decisions to Deny

Pursuant to CCR Section 9792.6.1(i), “Emergency health care services” means health care services for a medical condition manifesting itself by acute symptoms of sufficient severity such that the absence of immediate medical attention could reasonably be expected to place the patient’s health in serious jeopardy. Emergency health care services do not require prior authorization and may be subjected to retrospective review. Pursuant to CCR Section 9792.9.1 (e)(2), failure to obtain authorization prior to providing emergency health care services shall not be an acceptable basis for refusal to cover medical services provided to treat and stabilize an injured worker presenting for emergency health care services. Emergency health care services may be subjected to retrospective review. Documentation for emergency health care services shall be made available to the claims administrator upon request.

A concurrent decision to deny authorization for medical treatment must meet the following requirements prior to discontinuation of medical care:

- ~ The requesting physician shall be notified of the decision.
- ~ A care plan has been agreed upon by the requesting physician that is appropriate for the medical needs of the employee.
- ~ Medical care provided during the review shall be treatment that is medically necessary to cure or relieve from the effects of the industrial injury.

Timeframe Extension

Except for treatment requests made pursuant to the MTUS Drug Formulary, when additional information reasonably necessary to make a determination is requested necessitating a timeframe extension, a reviewer or non-physician reviewer shall request the information from the treating physician within five (5) business days from the date of receipt of the request for authorization.

If the requested information is not received within fourteen (14) days from the receipt of the completed request for authorization for prospective or concurrent review, or within thirty (30) days of the request for retrospective review, the reviewer shall deny the request with the stated condition that the request will be reconsidered upon receipt of the information.

A reviewer may ask for the following:

- ~ An additional examination or test be performed upon the injured worker that is reasonable and consistent with professionally recognized standards of medical practice.
- ~ A specialized consultation and review of medical information by an expert reviewer.

When a reviewer asks for the above, the reviewer shall, within five (5) business days from the date of receipt of the request for authorization, notify the requesting physician, the injured worker, and if the injured worker is represented by counsel, the injured worker's attorney, in writing, that the reviewer cannot make a decision within the required timeframe. The written notification will include the anticipated date on which a decision will be rendered.

If the results of the additional examination or test are not received within thirty (30) days from the receipt of the completed request for authorization for prospective, concurrent, or retrospective review, the reviewer shall deny the request with the stated condition that the request will be reconsidered upon receipt of the information.

Upon receipt of the requested information:

- ~ For prospective and concurrent review:
 - o a non-physician reviewer shall make the decision to approve the request for authorization within five (5) business days of receipt of the information
 - or
 - o a reviewer shall make the decision to approve, modify, or deny the request for authorization within five (5) business days of receipt of the information.

The requesting physician shall be notified by telephone, facsimile, or, if agreed to by the parties, secure email within 24 hours of making the decision. The written decision shall include the date the information was received and the decision shall be communicated in the manner set out in Section 9792.9.1(d) or (e), whichever is applicable.

- ~ For prospective and concurrent decisions related to an expedited review:
 - o a non-physician reviewer shall make the decision to approve the request for authorization within 72 hours of receipt of the information
 - or
 - o a reviewer shall make the decision to approve, modify, or deny the request for authorization within 72 hours of receipt of the information.

The requesting physician shall be notified by telephone, facsimile, or, if agreed to by the parties, secure email within 24 hours of making the decision. The written decision shall include the date the information was received and the decision shall be communicated in the manner set out in Section 9792.9.1(d)(2) or (e)(3), whichever is applicable.

- ~ For retrospective review:
 - a non-physician reviewer shall make the decision to approve the request for authorization within thirty (30) calendar days of receipt of the information
 - or
 - a reviewer shall make the decision to approve, modify, or deny the request for authorization within thirty (30) calendar days of receipt of the information.

The written decision to approve shall include the date it was made and shall be communicated to the requesting physician who provided the medical services and to the individual who received the medical services, and his or her attorney/designee, if applicable.

The written decision to deny part or all of the requested medical treatment shall include the date it was made and shall be communicated to the requesting physician who provided the medical services and to the individual who received the medical services, and his or her attorney/designee, if applicable, within 30 days of receipt of request for authorization and medical information that is reasonably necessary to make a determination.

Documentation

Pursuant to CCR Section 9792.9.1(g), whenever a reviewer issues a decision to deny a request for authorization based on the lack of medical information necessary to make a determination, the claims administrator's file must document the attempt by the claims administrator or reviewer to obtain the necessary medical information from the physician either by facsimile, mail, or e-mail.

Pursuant to Labor Code Section 4610(k), a utilization review decision to modify or deny a treatment recommendation shall remain effective for 12 months from the date of the decision without further action by the employer with regard to a further recommendation by the same physician, or another physician within the requesting physician's practice group, for the same treatment unless the further recommendation is supported by a documented change in the facts material to the basis of the utilization review decision.

Utilization Review Decision-Making Process

Pursuant to Labor Code Section 4610(h), the criteria or guidelines used in MedReview's utilization review process to determine whether to approve, modify, or deny medical treatment services are all of the following:

- ~ Developed with involvement from actively practicing physicians.
- ~ Consistent with the schedule for medical treatment utilization, including the drug formulary, adopted pursuant to Section 5307.27.
- ~ Evaluated at least annually and updated if necessary.
- ~ Disclosed to the physician and the employee, if used as the basis of a decision to modify or deny services in a specified case under review.
- ~ Available to the public upon request (no copying fees apply).

Non-physician reviewers and reviewers conduct the following medical evidence search sequence for the evaluation and treatment of injured workers:

- ~ Search the recommended guidelines set forth in the current MTUS to find a recommendation applicable to the injured worker's medical condition or injury.
- ~ In the limited situation where a medical condition or injury is not addressed by the MTUS or if the MTUS' presumption of correctness is being challenged, then:
 - Search the most current version of ACOEM or ODG to find a recommendation applicable to the injured worker's medical condition or injury. Choose the recommendation that is supported with the best available evidence according to the MTUS Methodology for Evaluating Medical Evidence set forth in Section 9792.25.1.
- ~ If no applicable recommendation is found in ACOEM or ODG, or if the reviewing physician believes there is another recommendation supported by a higher quality and strength of evidence, then:
 - Search the most current version of other evidence-based medical treatment guidelines that are recognized by the national medical community and are scientifically based to find a recommendation applicable to the injured worker's medical condition or injury. Medical treatment guidelines can be found in the National Guideline Clearinghouse. Choose the recommendation that is supported with the best available evidence according to the MTUS Methodology for Evaluating Medical Evidence set forth in Section 9792.25.1.
- ~ If no applicable recommendation is found in the National Guideline Clearinghouse, then:
 - Search for current studies that are scientifically-based, peer-reviewed, and published in journals that are nationally recognized by the medical community to find a recommendation applicable to the injured worker's medical condition or injury. Choose the recommendation that is supported with the best available evidence according to the MTUS Methodology for Evaluating Medical Evidence set forth in Section 9792.25.1. A search for peer-reviewed published studies may

be conducted by accessing the U.S. National Library of Medicine's database of biomedical citations and abstracts.

IMR Appeals Process

Any dispute shall be resolved in accordance with the independent medical review provisions of Labor Code Section 4610.5 and 4610.6. An objection to the utilization review decision(s) must be communicated by the injured worker, the injured worker's representative, or the injured worker's attorney on the injured worker's behalf on the Application for Independent Medical Review, DWC Form IMR, enclosed with the Utilization Review decision, within 10 days after service of the utilization review decision(s) for formulary disputes and 30 days after service of the utilization review decision(s) for all other medical treatment disputes.

Pursuant to Labor Code section 4610.5(h)(1)(A)-(B), the employee may submit a request for independent medical review to the division. The request may be made electronically under rules adopted by the administrative director.

The request shall be made no later than as follows:

- (A) For formulary disputes, 10 days after the service of the utilization review decision to the employee.
- (B) For all other medical treatment disputes, 30 days after the service of the utilization review decision to the employee.

Workers' Compensation Alternative Dispute Resolution Programs

Some clients have employees that belong to Police Officers' Associations and Fire Fighters' Associations. A portion of these associations have agreed upon Alternate Dispute Resolution (ADR) programs. These ADR processes replace the Independent Medical Review (IMR) procedures.

Utilization Review Appeals Process

The Internal Utilization Review Appeals Process (Appeal) is as follows:

It is a voluntary process that neither triggers nor bars use of the dispute resolution procedures of Labor Code Sections 4610.5 and 4610.6, but may be pursued on a voluntary basis. The injured worker or the treating physician must request an Appeal of the decision(s) within 10 days after receipt of the utilization review decision(s) by submitting additional information. The determination of the Appeal will be issued within 30 days of receipt of the Appeal. An Appeal shall be considered complete upon the issuance of a final Independent Medical Review (IMR) determination.

For information about the Workers' Compensation claims process and your rights and obligations, go to www.dwc.ca.gov or contact an information and assistance (I&A) officer of the state Division of Workers' Compensation. For recorded information and a list of offices, call toll free 1-800-736-7401.

Confidentiality Policy

Due to the nature of our work, it is imperative that employees maintain strict confidentiality when it comes to our clients' matters as well as our own policies and procedures. A breach of confidentiality will result in disciplinary action, including possible termination of employment.

Confidentiality Policy (Physician Reviewers)

Consultant agrees to maintain the confidentiality provisions of the materials reviewed and discussions conducted hereunder. Consultant understands and agrees that all information or data that Consultant receives from Administrator, or at the direction of Administrator, in connection with the process of providing services hereunder will be deemed confidential and may not be disclosed to anyone other than Administrator or its employees directly responsible for working with Consultant.

Definitions

Concurrent Review: Utilization review conducted during an inpatient stay. CCR Section 9792.6.1(c).

Expedited Review: Utilization review or independent medical review conducted when the injured worker's condition is such that the injured worker faces an imminent and serious threat to his or her health, including, but not limited to the potential loss of life, limb, or other major bodily functions, or the normal timeframe for the decision-making process would be detrimental to the injured worker's life or health or could jeopardize the injured worker's permanent ability to regain maximum function. CCR Section 9792.6.1(j).

Prospective Review: Any utilization review conducted, except for utilization review conducted during an inpatient stay, prior to the delivery of the requested medical services. CCR Section 9792.6.1(s).

Retrospective Review: Utilization review conducted after medical services have been provided and for which approval has not already been given. CCR Section 9792.6.1(u).

Physician Review Services

MedReview Inc. contracts with the following physicians/companies for Physician Review services:

Neil S. Ghodadra, M.D.
Orthopedic Surgery
License No. A 116163

Roman A. Shulze, D.O.
Family Practice and Occupational Medicine
License No. 8047

Jay V. Westphal, M.D.
Occupational Medicine
License No. G 49416

Aaron Emil McCoy, D.O.
Anesthesiology
License No. 15451

Scott McElmeel, M.D.
Anesthesiology
License No. C 153971

John V. Flores, PhD, MBBS, D.C.
Chiropractic and Sports Medicine
License No. 25215

William L. Tontz, M.D.
Orthopedic Surgery
License No. A 69746

Advanced Medical Reviews, Inc.
Medical Director: Charles Totaro Carnel, M.D.
Medical Director Specialty: Physical Medicine & Rehabilitation
Medical Director License No. MD.27631 (Alabama)

MedReview Inc. contracts with the following physicians/companies for Expert Review services:

Network Medical Review Co. Ltd.
Medical Director: Robert C. Porter, M.D.
Medical Director Specialty: Occupational Medicine
Medical Director License No. 33237

Utilization Review – Claims Adjuster Authorization Criteria

Claims adjusters may approve the following Request(s) for Authorization (RFAs). All RFAs outside of the authorization criteria listed below must be referred to and processed by Utilization Review. Please note: Only a Physician may modify or deny RFA(s).

Claim Adjusters should adhere to the MTUS Treatment Guidelines. These guidelines are located in L-Drive (*UR Education for Claims > Guideline Folder*).

Treatment Requests - first 30 days of injury or illness	
Treatment Request	Claims Adjuster Authorization Criteria
<p><i>Per Labor Code 4610 (c)</i></p> <p><i>First 30 days of injury or illness</i></p> <p><i>(Starts January 1, 2018)</i></p>	<p><i>Unless authorized by the employer or rendered as emergency medical treatment, the following medical treatment services shall be subject to prospective utilization review:</i></p> <ul style="list-style-type: none"> • <i>Pharmaceuticals that are non-exempt in the drug formulary</i> • <i>Nonemergency inpatient and outpatient surgeries, including all pre-surgical and post-surgical services</i> • <i>Psychological treatment services</i> • <i>Home health care services</i> • <i>Imaging and radiology services excluding x-rays</i> • <i>All DME that exceeds \$250</i> • <i>Electrodiagnostic testing</i>
Treatment Requests - after 30 days of injury or illness	
Treatment Request	Claims Adjuster Authorization Criteria
<p><i>Physical Methods:</i></p> <ul style="list-style-type: none"> • <i>Occupational therapy</i> • <i>Physical therapy</i> • <i>Chiropractic treatment</i> • <i>Acupuncture</i> 	<p><i>May have 24 visits for the life of the claim.</i></p> <p><i>Initial request – up to 4-6 visits.</i></p> <p><i>Additional requests (sets of 4-6 visits) may be approved if provider documents functional improvement.</i></p>
<p><i>Office Visits:</i></p> <ul style="list-style-type: none"> • <i>Initial evaluation</i> • <i>Consultation</i> • <i>Second opinion</i> • <i>Transfer of care</i> • <i>Office visits</i> 	<p><i>May be approved by the claims adjuster.</i></p> <p><i>Send the RFA to UR when questioning whether or not the consultation, second opinion, or transfer of care is medically necessary.</i></p>

Injections: <ul style="list-style-type: none"> • Steroid 	<i>Injections are recommended based on body part accepted and injury/illness.</i> <i>Initial steroid injections for diagnostic and pain management can be approved by claims adjuster. Additional requests should be processed by Utilization Review. Not recommended for therapeutic use.</i>		
Injections: <ul style="list-style-type: none"> • ESI • Facet • Hyaluronic • PRP • SI joint 	<i>Injections are recommended based on body part and injury and must meet criteria outlined in the MTUS Treatment Guidelines.</i>		
Surgery	<i>All surgery requests must be processed by Utilization Review.</i>		
Pre-operative Testing/ Pre-operative Medical Clearance	<i>Upon approval of surgery, claims adjuster may approve the following requests: CBC, CMP, PT/PTT, EKG and Chest X-Ray.</i>		
Radiology/Diagnostic: <ul style="list-style-type: none"> • X-rays • CT-scans • MRI • EMG/NCV 	<i>May be approved by the claims adjuster.</i> <i>See above for directions for the time period “first 30 days.”</i>		
Home Health Care	<i>The claims adjuster may approve home health care up to 7 days.</i> <i>All requests for home health care greater than 7 days must be processed by Utilization Review.</i>		
Weight Loss/Gym Membership	<i>Weight loss and gym membership will be reviewed on a case-by-case basis to determine the necessity for utilization review.</i>		
Transportation	<i>The claims adjuster may approve transportation when appropriate.</i>		
Medication: <ul style="list-style-type: none"> • Per MTUS Formulary • Adhere to MTUS treatment guidelines for injury/illness • FDA approved • Generic drug 	Situation	NO UR	Yes UR
	Ongoing drugs	Exempt	Non-Exempt
	Off-label drugs	Exempt	Non-Exempt
	Brand-name drugs		Brand-name drugs
	Physician-dispensed drugs	First 7 days of injury, Exempt/Non-Exempt drugs, 4-day supply	After first 7 days of injury, all medications Exempt/Non-Exempt
	Compound drugs		Compound
	Special fill drugs	First 7 days of injury, Exempt/Non-Exempt, 4-day supply	
	Peri-operative fill drugs	Exempt/Non-Exempt 4 days before/4 days after surgery 4-day supply	
	Health and safety post-exposure prophylaxis (PEP)	Responsibility of the employer to provide urgent PEP after an exposure to bloodborne pathogens	
Detox Programs	<i>All requests for detox programs will be processed by Utilization Review.</i>		

<i>Psychiatric</i>	<i>Requests for psychiatric/neuro-psych or counseling may be approved by the claims adjuster.</i>
<i>Cancer Treatment</i>	<i>All specialized cancer treatment/therapy will require utilization review.</i>
<i>Durable Medical Equipment</i>	<i>Claims adjuster may approve all DME purchases and/or rentals. See above for directions for the time period "first 30 days."</i>

UTILIZATION REVIEW WORKFLOW

CLAIMS ADJUSTER REVIEW

UR

- All Utilization Review is in accordance with CCR 9792.9.1, Utilization Review Standards - Timeframes, Procedures and Notice - On or After January 1, 2013

Intake

- Receipt of Request for Authorization (RFA) (Received by Email, Facsimile or U.S. Mail - Electronically Assigned to Claim File)
- Per Adjuster Authorization Criteria sheet, Intake confirms with Claims Adjuster to continue UR review

Claims Adjuster

- Per Adjuster Authorization Criteria sheet, Claims Adjuster confirms with Intake to continue UR review
- Claims Adjuster faxes/mails approval determinations to the provider, injured worker and applicant attorney, when applicable

UTILIZATION REVIEW WORKFLOW

NON-PHYSICIAN REVIEW

UR

- All Utilization Review is in accordance with CCR 9792.9.1, Utilization Review Standards - Timeframes, Procedures and Notice - On or After January 1, 2013

Intake

- Receipt of Request for Authorization (RFA) (Received by Email, Facsimile or U.S. Mail - Electronically Assigned to Claim File)
- Per Adjuster Authorization Criteria sheet, Intake confirms with Claims Adjuster to continue UR review
- RFA(s) are directly assigned to UR, when applicable

Claims Adjuster

- Per Adjuster Authorization Criteria sheet, Claims Adjuster confirms with Intake to continue UR review
- Claims Adjuster submits RFA(s) to UR when the RFA does not meet guideline standards and/or Adjuster Authorization Criteria sheet

UR

- UR applies the MTUS, ACOEM and ODG guidelines to determine the medical necessity for the RFA
- UR faxes/mails request for information/approval determinations to the provider, injured worker and applicant attorney, when applicable

Intake

- Receipt of response to request for information (Received by Email, Facsimile or U.S. Mail - Electronically Assigned to Claim File)
- Intake notifies of response to request for information

UR

- UR faxes/mails approval determinations to the provider, injured worker and applicant attorney, when applicable
- UR submits response to request for information to Physician Reviewer for UR determination (See MD Review Workflow)

UTILIZATION REVIEW WORKFLOW

PHYSICIAN REVIEW



- All Utilization Review is in accordance with CCR 9792.9.1, Utilization Review Standards - Timeframes, Procedures and Notice - On or After January 1, 2013



- Receipt of Request for Authorization (RFA) (Received by Email, Facsimile or U.S. Mail - Electronically Assigned to Claim File)
- Per Adjuster Authorization Criteria sheet, Intake confirms with Claims Adjuster to continue UR review
- RFA(s) are directly assigned to UR, when applicable



- Per Adjuster Authorization Criteria sheet, Claims Adjuster confirms with Intake to continue UR review
- Claims Adjuster submits RFA(s) to UR when the RFA does not meet guideline standards and/or Adjuster Authorization Criteria sheet



- UR submits RFA(s) to a Physician Reviewer when the RFA does not meet guideline standards
- The review and decision to deny or modify a RFA must be conducted by a Physician Reviewer



- The Physician Reviewer makes the UR determination



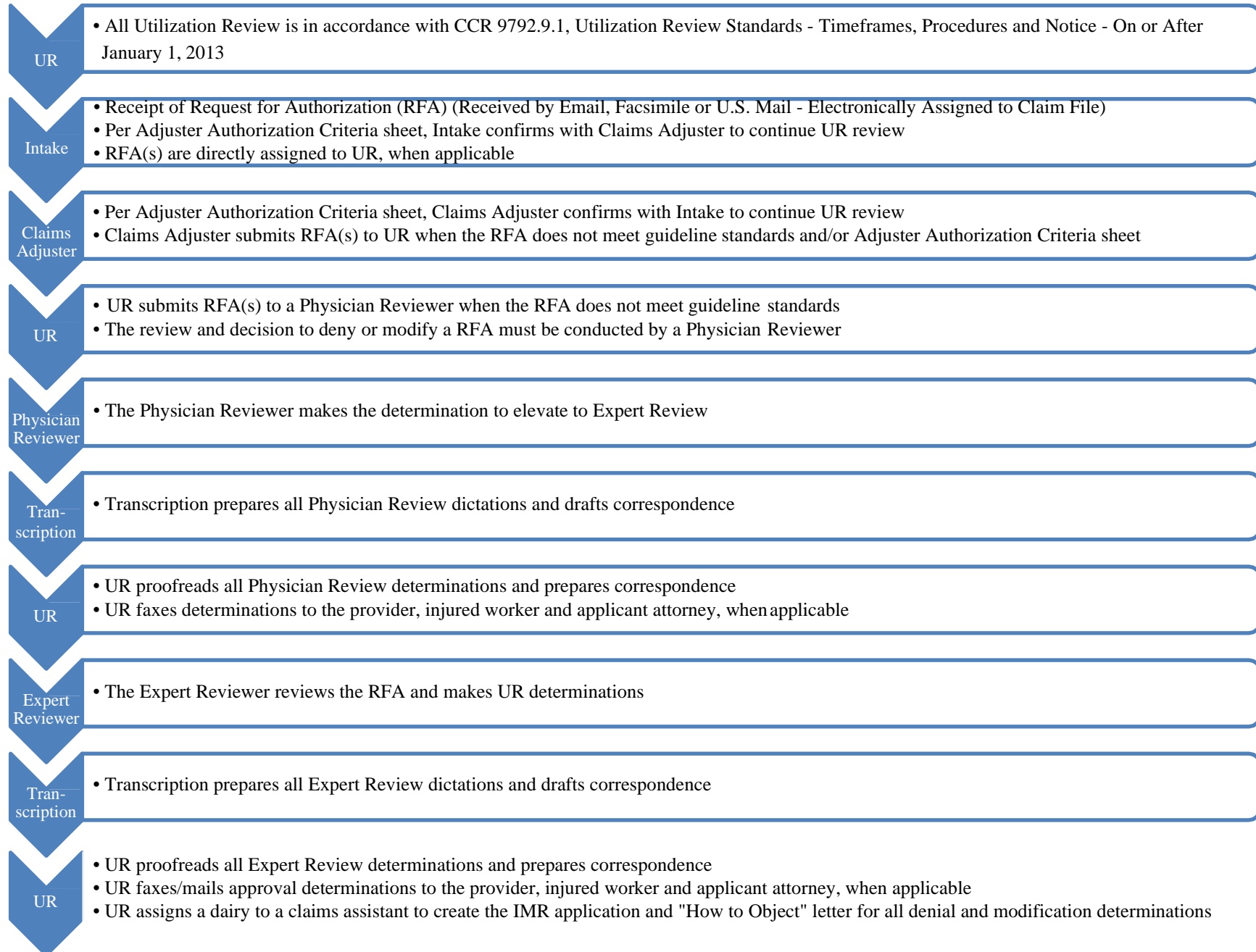
- Transcription prepares all Physician Review dictations and drafts correspondence



- UR proofreads all Physician Review determinations and prepares correspondence
- UR faxes/mails approval determinations to the provider, injured worker and applicant attorney, when applicable
- UR assigns a dairy to a claims assistant to create the IMR application and "How to Object" letter for all denial and modification determinations

UTILIZATION REVIEW WORKFLOW

EXPERT REVIEW





WORK STATUS TAB

SCREEN SHOT

Stepad	Claim	Insured Allocation	Post Injury Benefit Data	Medicare	SIU	Correspondence	Attachment	Reserve	Payment	Scheduled Payment	Litigation	Asset To Vehicle	Contacts	Utilization Review	Work Status
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Compensation Payment History

Work Status Overview

Exam Date:	<input type="text"/>	Modified Release Date:	<input type="text"/>	Modified Through Date:	<input type="text"/>	
Next Appointment Date:	<input type="text"/>	Release to Begin Days:	<input type="text"/>	Days:	<input type="text"/>	
*Work Status Type:	<ul style="list-style-type: none"> Full Time / Full Duty Full Time / Modified Duty Full Time / Modified Duty - Not Accom - Lost Time Part Time / Full Duty Part Time / Full Duty - Not Accom - Lost Time Part Time / Modified Duty Part Time / Modified Duty - Not Accom - Lost Time Permanent Modified Duty Temporary Total Disability 				Hours:	<input type="text"/>
Claims Assistant:	<input type="text"/>					
Other Information:	<input type="text"/>					
Assigned by Physician:	<input type="text"/>					
Work Status/Restrictions:	<input type="text"/>					

Date	End Date	Days	Release To Begin Days	Work Status Type	Next Appointment Date	Hours	Amount	Location	Supervisor	Firm	Phone	Job Description	Assigned	Comment
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Workers' Compensation Active Claims Listed by Allocation

Employee's Name Cause of Injury Description of Injury	Case No. Status	Claim Type Department	Injury Date Days Lost Closing Date		Paid this Period	Paid	Outstanding	Incurred	Recovery			
Org1 Desc: Administrative Services												
Developed discomfort in the base of her left Left hand/fingers and Right hand	14-120112 Open	Future Med-Lim ADMSRV 160	04/30/2014 0.00	Medical	0.00	2,339.88	2,160.12	4,500.00	0.00			
				TD	0.00	0.00	0.00	0.00	0.00			
				PD	0.00	0.00	0.00	0.00	0.00			
				Rehab	0.00	0.00	0.00	0.00	0.00			
				Other Indemnity	0.00	0.00	0.00	0.00	0.00			
				Legal Expense	0.00	0.00	0.00	0.00	0.00			
				Other Expense	0.00	195.78	389.22	585.00	0.00			
				Total	0.00	2,535.66	2,549.34	5,085.00	0.00			
					Org1 Desc	1	Medical	0.00	2,339.88	2,160.12	4,500.00	0.00
							TD	0.00	0.00	0.00	0.00	0.00
			PD	0.00	0.00	0.00	0.00	0.00				
			Rehab	0.00	0.00	0.00	0.00	0.00				
			Other Indemnity	0.00	0.00	0.00	0.00	0.00				
			Legal Expense	0.00	0.00	0.00	0.00	0.00				
			Other Expense	0.00	195.78	389.22	585.00	0.00				
			Org1 Desc	0.00	2,535.66	2,549.34	5,085.00	0.00				

Workers' Compensation Active Claims Listed by Allocation

Employee's Name Cause of Injury Description of Injury	Case No. Status	Claim Type Department	Injury Date Days Lost Closing Date		Paid this Period	Paid	Outstanding	Incurred	Recovery
Developed severe pain in his right foot when walking Right Foot Pain	13-115343 Open	Future Medical PUBSAF 471	02/10/2013 3.00	Medical	0.00	1,438.01	11,892.10	13,330.11	0.00
				TD	0.00	905.31	0.00	905.31	0.00
				PD	0.00	1,381.85	0.00	1,381.85	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	0.00	414.63	1,100.00	1,514.63	0.00
				Total	0.00	4,139.80	12,992.10	17,131.90	0.00
CONTINUOUS TRAUMA TO NECK STRAIN DISC NECK	2008001048 Open	Future Medical PUBSAF 471	09/25/2006 117.00	Medical	0.00	45,273.61	35,051.76	80,325.37	0.00
				TD	0.00	32,336.97	0.00	32,336.97	0.00
				PD	0.00	21,342.62	0.00	21,342.62	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	0.00	121.59	7,128.41	7,250.00	0.00
				Total	0.00	99,074.79	42,180.17	141,254.96	0.00
		Org1 Desc	196	Medical	54,662.69	5,355,484.38	6,028,742.58	11,384,226.96	-12,500.00
				TD	52,037.44	3,817,187.62	358,027.23	4,175,214.85	-12,500.00
				PD	6,289.54	2,559,240.47	1,508,352.59	4,067,593.06	0.00
				Rehab	0.00	144,601.00	61,752.20	206,353.20	0.00
				Other Indemnity	10,351.21	436,632.69	499,336.95	935,969.64	-1,024,875.44
				Legal Expense	2,039.10	435,963.74	48,775.32	484,739.06	0.00
				Other Expense	7,411.88	292,394.04	798,209.34	1,090,603.38	-15,000.00
				Org1 Desc	132,791.86	13,041,503.94	9,303,196.21	22,344,700.15	-1,064,875.44
		Grand Total:	244	Medical	66,469.92	6,510,797.23	7,656,584.54	14,167,381.77	-20,000.00
				TD	74,718.64	4,381,846.79	535,402.19	4,917,248.98	-12,500.00
				PD	935.86	3,008,507.24	1,847,677.43	4,856,184.67	0.00
				Rehab	0.00	172,745.31	81,752.20	254,497.51	0.00
				Other Indemnity	10,351.21	485,862.51	518,936.20	1,004,798.71	-1,137,644.57
				Legal Expense	2,811.15	679,960.35	119,307.77	799,268.12	0.00
				Other Expense	16,199.60	498,626.92	1,024,196.14	1,522,823.06	-15,000.00
				Grand Total:	171,486.38	15,738,346.35	11,783,856.47	27,522,202.82	-1,185,144.57

Reserve Total

Processed	Claim Number	Claimant	Incident	Transaction Type	Reason	Examiner	Amount
Claim Number: 02IRV00684							
03/17/2015	02IRV00684		02/09/2002	Other Expense		Barrile, Ronece	5,767.88
03/25/2015	02IRV00684		02/09/2002	Permanent Disability		Barrile, Ronece	9,749.00
03/25/2015	02IRV00684		02/09/2002	Permanent Disability		Barrile, Ronece	-9,749.01
Claim Number Total 3							5,767.87
Claim Number: 04IRV00895							
03/09/2015	04IRV00895		04/03/2004	Other Indemnity		Barrile, Ronece	750.00
Claim Number Total 1							750.00
Claim Number: 05IRV01027							
03/26/2015	05IRV01027		03/01/2005	Medical	Auto	Cuevas, Diana	-58,000.00
03/26/2015	05IRV01027		03/01/2005	Other Expense	Auto	Cuevas, Diana	-5,959.29
03/26/2015	05IRV01027		03/01/2005	Rehab	Auto	Cuevas, Diana	-1,000.00
Claim Number Total 3							-64,959.29
Claim Number: 06IRV01238							
03/12/2015	06IRV01238		11/16/2006	Medical	Auto	Barrile, Ronece	-6,163.68
03/12/2015	06IRV01238		11/16/2006	Other Expense	Auto	Barrile, Ronece	-1,246.40
Claim Number Total 2							-7,410.08
Claim Number: 11-110195							
03/11/2015	11-110195		01/19/2011	Other Expense		Barrile, Ronece	-7,057.80
03/11/2015	11-110195		01/19/2011	Permanent Disability		Barrile, Ronece	-27,100.97
03/11/2015	11-110195		01/19/2011	Permanent Disability		Barrile, Ronece	457.17
03/11/2015	11-110195		01/19/2011	Rehab		Barrile, Ronece	-4,000.00
03/11/2015	11-110195		01/19/2011	Temporary Disability		Barrile, Ronece	-457.17
Claim Number Total 5							-38,158.77
Claim Number: 11-110691							
03/30/2015	11-110691		03/25/2011	Medical	Auto	Cuevas, Diana	-9,304.84
03/30/2015	11-110691		03/25/2011	Other Expense	Auto	Cuevas, Diana	-1,860.00
Claim Number Total 2							-11,164.84

Processed	Claim Number	Claimant	Incident	Transaction Type	Reason	Examiner	Amount
Claim Number: 9603140027							
03/31/2015	9603140027		10/24/1995	Medical		Barrile, Ronece	-104,417.36
03/31/2015	9603140027		10/24/1995	Other Expense		Barrile, Ronece	-11,996.15
03/31/2015	9603140027		10/24/1995	Other Indemnity		Barrile, Ronece	-129.94
03/31/2015	9603140027		10/24/1995	Permanent Disability		Barrile, Ronece	-88,550.00
			Claim Number Total 4				-205,093.45
			Grand Total 142				-60,285.97

Workers' Compensation Claims Voucher/Check Register

For Month Ending

Number	Date	Amount	Payee	Description	Claimant	Code	Claim Number
Payment Method Desc: Check							
74814	03/04/2015	330.08	Higuera, Ron J. D.C., M.S.	Chiropractic Treatment		PUBSAF	11-112189
74815	03/04/2015	168.00	Team Makena, LLC	Medical Appliance		PUBSAF	13-117025
74816	03/04/2015	119.12	National Ambulatory Hernia Ins	Medical Treatment		PUBSAF	14-121165
74817	03/04/2015	102.08	Ortho Med Group & ARC	Physical Therapy		PUBWRK	15-121376
74818	03/04/2015	102.08	Ortho Med Group & ARC	Physical Therapy		PUBWRK	15-121376
74819	03/04/2015	102.08	Ortho Med Group & ARC	Physical Therapy		PUBWRK	15-121376
74820	03/04/2015	81.97	Nicholas E Rose M.D	Medical Treatment		PUBSAF	14-117523
74821	03/04/2015	92.05	National Ambulatory Hernia Ins	Medical Treatment		PUBSAF	13-117103
74822	03/04/2015	123.37	Pacific Cardiovascular Association	Medical Treatment		PUBSAF	06IRV01207
74823	03/04/2015	751.98	Stone River Pharmacy Solutions **	Medical Prescription		PUBSAF	9503140060
74824	03/04/2015	104.21	California Rehabilitation & Sports	Physical Therapy		COMDEV	15-121330
74825	03/04/2015	163.31	Michael P. Weinstein M.D.	Medical Treatment		PUBSAF	06IRV01178
74826	03/04/2015	49.98	Sand Canyon Medical Group	Medical Treatment		PUBSAF	13-117422
74827	03/04/2015	73.91	Sand Canyon Urgent Care	Medical Treatment		COMSRV	15-121612
74828	03/04/2015	82.36	Sand Canyon Urgent Care	Medical Treatment		COMSRV	15-121557
74829	03/04/2015	283.67	Cindy I Chen Md Apc	Medical Treatment		PUBSAF	07IRV01299
74830	03/04/2015	93.77	California Rehabilitation & Sports	Physical Therapy		PUBSAF	14-120290
74831	03/04/2015	105.69	Align Networks, Inc.	Physical Therapy		PUBSAF	12-114633
74832	03/04/2015	125.26	Elite Orthopedics	Medical Treatment		PUBWRK	9303140078
74833	03/04/2015	8,642.87	Saddleback Memorial Medical Center *	Medical Treatment		PUBSAF	14-120344
74834	03/04/2015	90.12	ProCare Work Injury Center Irvine	Medical Treatment		PUBSAF	12-113561
74835	03/04/2015	69.02	Sand Canyon Medical Group	Medical Treatment		PUBSAF	14-120750
74836	03/04/2015	881.90	Newport Harbor Anesthesia Cons	Medical Treatment		PUBSAF	8403140001

Workers' Compensation Claims Voucher/Check Register

For Month Ending

Number	Date	Amount	Payee	Description	Claimant	Code	Claim Number
Payment	36	-30,135.11					
Payment Method Desc: Void							
75033	03/18/2015	-42.04	Stone River Pharmacy Solutions **	Medical Prescription		PUBSAF	13-116114
Payment	1	-42.04					
Grand Total:	766	60,599.94					

Claimant Name 12-114974

Status: Open
Incident Date: 12/03/2012
Denied Date:
Insured:

Type: Indemnity
Closed Date:
Insured Reported Date: 12/21/2012

Opened Date: 12/28/2012
Deductible: 0.00

Public Safety
Claimant:
Claimant Address

SSN: XXX-XX-7262
Sex: Female

Rancho Santa Margarita, CA 92688

Birth Date: 02/07/1978
Hire Date: 12/30/2002
Incident: During a simulation training, a tourniquet was applied to the left arm
Examiner:
Weekly Wage: 1,658.00

Type:

Cause: Miscellaneous Strain

Body Part: Multiple Body Parts

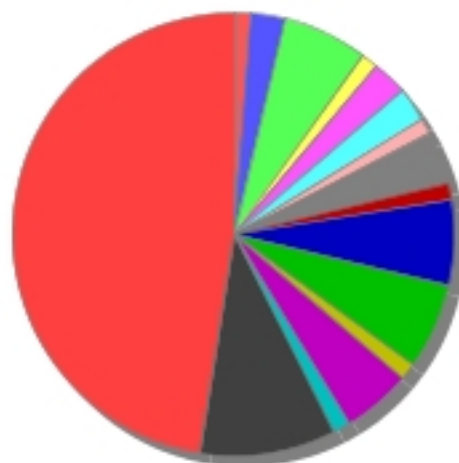
Nature of Injury: Multi Physical Injuries

	Total Incurred	Payments	Outstanding	Recovery
Medical	81,095.47	20,915.15	60,180.32	0.00
TD	90,784.14	90,784.14	0.00	0.00
PD	42,000.00	11,922.29	30,077.71	0.00
Rehab	8,000.00	0.00	8,000.00	0.00
Other Indemnity	2,156.25	656.25	1,500.00	0.00
Legal	15,000.00	10,339.45	4,660.55	0.00
Other Expense	35,225.33	26,599.33	8,626.00	0.00
Total:	274,261.19	161,216.61	113,044.58	0.00

Claims by Nature of Injury

Nature of Injury	Frequency	%	Total Incurred	%	Average/Claim	%	Total Paid	%
All Other Cumulative Trauma	1	1	12,763	2	12,763	156	337	100
Cancer	2	2	28,285	4	14,142	173	0	0
Contusion	5	6	3,110	0	622	8	1,375	80
Dermatitis	1	1	145	0	145	2	145	8
Foreign Body	2	2	1,317	0	658	8	281	13
Fracture	2	2	19,000	3	9,500	116	12,878	86
Hearing Loss (Cumulative)	1	1	9,550	1	9,550	117	0	0
Hernia	3	4	71,900	11	23,967	293	9,854	40
Inflammation	1	1	174	0	174	2	174	1
Laceration	5	6	2,017	0	403	5	2,017	7
Miscellaneous	5	6	1,032	0	206	3	1,032	4
Multi Physical Injuries	1	1	4,200	1	4,200	51	311	1
Puncture	4	5	858	0	215	3	858	3
Respiratory Disorders	1	1	12,735	2	12,735	156	0	0
Sprain	8	10	89,889	14	11,236	137	8,609	23
Strain	38	48	397,836	61	10,469	128	120,550	76

Claims By Nature Of Injury



- All Other Cumulative Trauma = 1
- Cancer = 2
- Contusion = 5
- Dermatitis = 1
- Foreign Body = 2
- Fracture = 2
- Hearing Loss (Cumulative) = 1
- Hernia = 3
- Inflammation = 1
- Laceration = 5
- Miscellaneous = 5
- Multi Physical Injuries = 1
- Puncture = 4
- Respiratory Disorders = 1
- Sprain = 8
- Strain = 38

Claims by Claim Cause

Claim Cause	Frequency	%	Total Incurred	%	Average/Claim	%
Cut/Scraped by Broken Glass	1	1	37,469	3	37,469	198
Cut/Scraped by Other Object	1	1	143	0	143	1
Fall on Same Level	1	1	16,750	1	16,750	89
Fall on Stairs	2	3	1,959	0	979	5
Foreign Matter/Object in Eye	1	1	377	0	377	2
Hit by Falling/Flying Object	1	1	0	0	0	0
Hit/Injured by Animal/Insect	3	4	23,606	2	7,869	42
Holding or Carrying	1	1	9,000	1	9,000	48
Lifting	1	1	57,063	5	57,063	302
Miscellaneous Cause	28	42	848,061	67	30,288	160
Miscellaneous Exposure/Contact	1	1	430	0	430	2
Miscellaneous Fall or Slip	3	4	54,542	4	18,181	96
Miscellaneous Strain	6	9	61,517	5	10,253	54
Miscellaneous Vehicle Accident	1	1	2,944	0	2,944	16
Other Cumulative Trauma	7	10	110,382	9	15,769	83
Pushing or Pulling	1	1	1,772	0	1,772	9
Reaching	2	3	14,950	1	7,475	40
Repetitive Motion	5	7	15,286	1	3,057	16
Vehicle Upset	1	1	9,859	1	9,859	52

Claims By Claim Cause

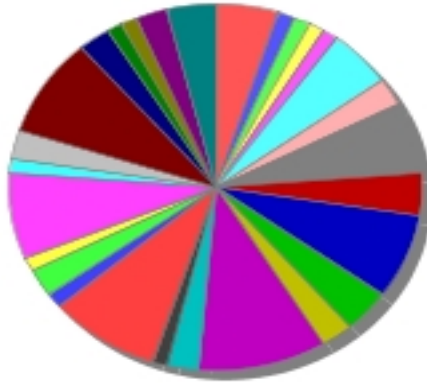


- Cut/Scraped by Broken Glass = 1 ● Cut/Scraped by Other Object = 1
- Fall on Same Level = 1 ● Fall on Stairs = 2
- Foreign Matter/Object in Eye = 1 ● Hit by Falling/Flying Object = 1
- Hit/Injured by Animal/Insect = 3 ● Holding or Carrying = 1
- Lifting = 1 ● Miscellaneous Cause = 28
- Miscellaneous Exposure/Contact = 1
- Miscellaneous Fall or Slip = 3 ● Miscellaneous Strain = 6
- Miscellaneous Vehicle Accident = 1 ● Other Cumulative Trauma = 7
- Pushing or Pulling = 1 ● Reaching = 2 ● Repetitive Motion = 5
- Vehicle Upset = 1

Claims by Body Part

Body Part	Frequency	%	Total Incurred	%	Average/Claim	%
Abdomen/Groin	4	5	72,427	11	18,107	221
Ankle	1	1	915	0	915	11
Buttock(s)	1	1	198	0	198	2
Chest (Ribs/Sternum/Other)	1	1	280	0	280	3
Ear(s)	1	1	9,550	1	9,550	117
Elbow	4	5	7,208	1	1,802	22
Eye(s)	2	2	1,317	0	658	8
Facial Soft Tissue	5	6	41,556	6	8,311	102
Finger(s)	3	4	921	0	307	4
Foot	6	8	22,054	3	3,676	45
Hand	3	4	462	0	154	2
Head Injury	2	2	1,345	0	673	8
Knee	8	10	98,508	15	12,313	150
Lower Arm	2	2	4,436	1	2,218	27
Lower Leg	1	1	145	0	145	2
Lumbar/Sacral Vertebrae	7	9	197,357	30	28,194	344
Lung(s)	1	1	12,735	2	12,735	156
Miscellaneous	2	2	761	0	381	5
Mouth	1	1	0	0	0	0
Multiple Body Parts	6	8	53,555	8	8,926	109
Multiple Trunk	1	1	11,215	2	11,215	137
Neck	2	2	2,589	0	1,294	16
Shoulder(s)	7	9	28,002	4	4,000	49
Thoracic and Lumbar	2	2	1,101	0	551	7
Thumb	1	1	95	0	95	1
Upper Arm/Clavicle/Scapula	1	1	81,435	12	81,435	995
Upper Leg	2	2	476	0	238	3
Wrist	3	4	4,167	1	1,389	17

Claims By Body Part



- Abdomen/Groin = 4 ● Ankle = 1 ● Buttock(s) = 1
- Chest (Ribs/Sternum/Other) = 1 ● Ear(s) = 1 ● Elbow = 4
- Eye(s) = 2 ● Facial Soft Tissue = 5 ● Finger(s) = 3 ● Foot = 6
- Hand = 3 ● Head Injury = 2 ● Knee = 8 ● Lower Arm = 2
- Lower Leg = 1 ● Lumbar/Sacral Vertebrae = 7 ● Lung(s) = 1
- Miscellaneous = 2 ● Mouth = 1 ● Multiple Body Parts = 6
- Multiple Trunk = 1 ● Neck = 2 ● Shoulder(s) = 7
- Thoracic and Lumbar = 2 ● Thumb = 1
- Upper Arm/Clavicle/Scapula = 1 ● Upper Leg = 2 ● Wrist = 3

Workers' Compensation Claims Closed this Month

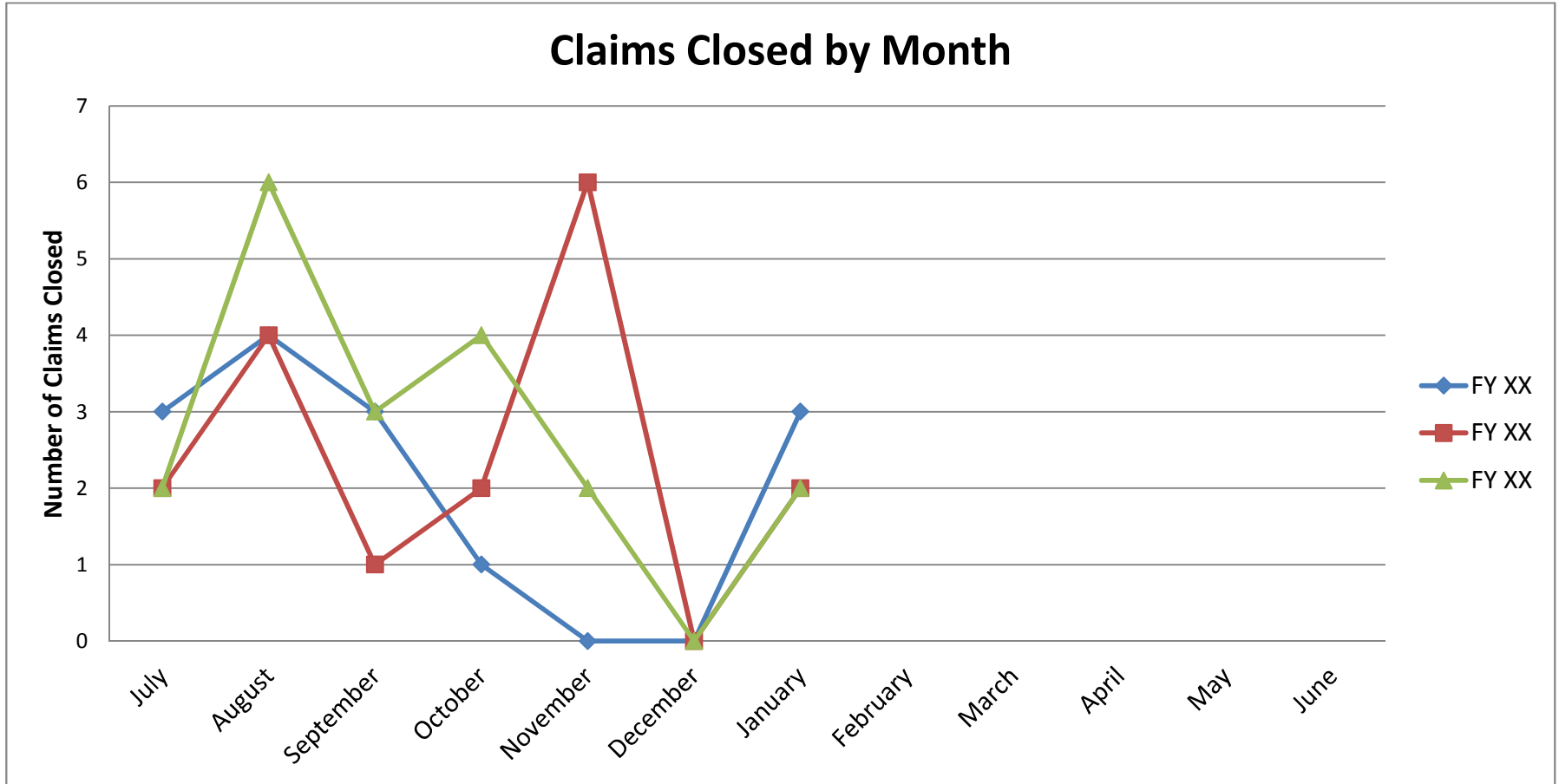
For Month Ending

Employee's Name Cause of Injury Description of Injury	Case No. Status	Department Claim Type	Injury Date Closing Date Days Lost		Paid this Period	Paid	Outstanding	Incurred	Recovery
He rolled his ankle on uneven ground when jumping over a fence Right ankle fracture	14-119454 Closed	PUBSAF 411 Indemnity	05/25/2014 03/23/2015 44.00	Medical	0.00	2,307.97	0.00	2,307.97	0.00
				TD	0.00	9,023.68	0.00	9,023.68	0.00
				PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	158.97	0.00	158.97	0.00
				Total	0.00	11,490.62	0.00	11,490.62	0.00
Stepped on curb and right ankle rolled off curb while walking back to police Right ankle / Right foot strain	14-120530 Closed	PUBSAF 471 Medical Only	06/09/2014 03/12/2015 0.00	Medical	0.00	1,619.67	0.00	1,619.67	0.00
				TD	0.00	0.00	0.00	0.00	0.00
				PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	143.89	0.00	143.89	0.00
				Total	0.00	1,763.56	0.00	1,763.56	0.00
Continuous trauma; routine police duties contact with numerous people on course of TB Exposure	06IRV01238 Closed	PUBSAF Future Medical	11/16/2006 03/12/2015 0.00	Medical	0.00	452.59	0.00	452.59	0.00
				TD	0.00	0.00	0.00	0.00	0.00
				PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	9.00	0.00	9.00	0.00
				Total	0.00	461.59	0.00	461.59	0.00
Exposure to sun when responding to outdoor calls for service. Skin Cancer	11-110691 Closed	PUBSAF 481 Future Medical	03/25/2011 03/30/2015 4.00	Medical	0.00	695.16	0.00	695.16	0.00
				TD	0.00	563.84	0.00	563.84	0.00
				PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	344.65	0.00	344.65	0.00
				Total	0.00	1,603.65	0.00	1,603.65	0.00
(CONTINUOUS TRAUMA) Routine police duties, i.e., getting in and out of patrol car, Bilateral Shoulder Strain / Right Knee Strain	2009105552 Closed	PUBSAF 420 Future Medical	06/05/2009 03/12/2015 42.00	Medical	0.00	18,524.09	0.00	18,524.09	0.00
				TD	0.00	10,022.42	0.00	10,022.42	0.00
				PD	0.00	1,380.00	0.00	1,380.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	195.54	0.00	195.54	0.00
				Total	0.00	30,122.05	0.00	30,122.05	0.00

Workers' Compensation Claims Closed this Month

For Month Ending

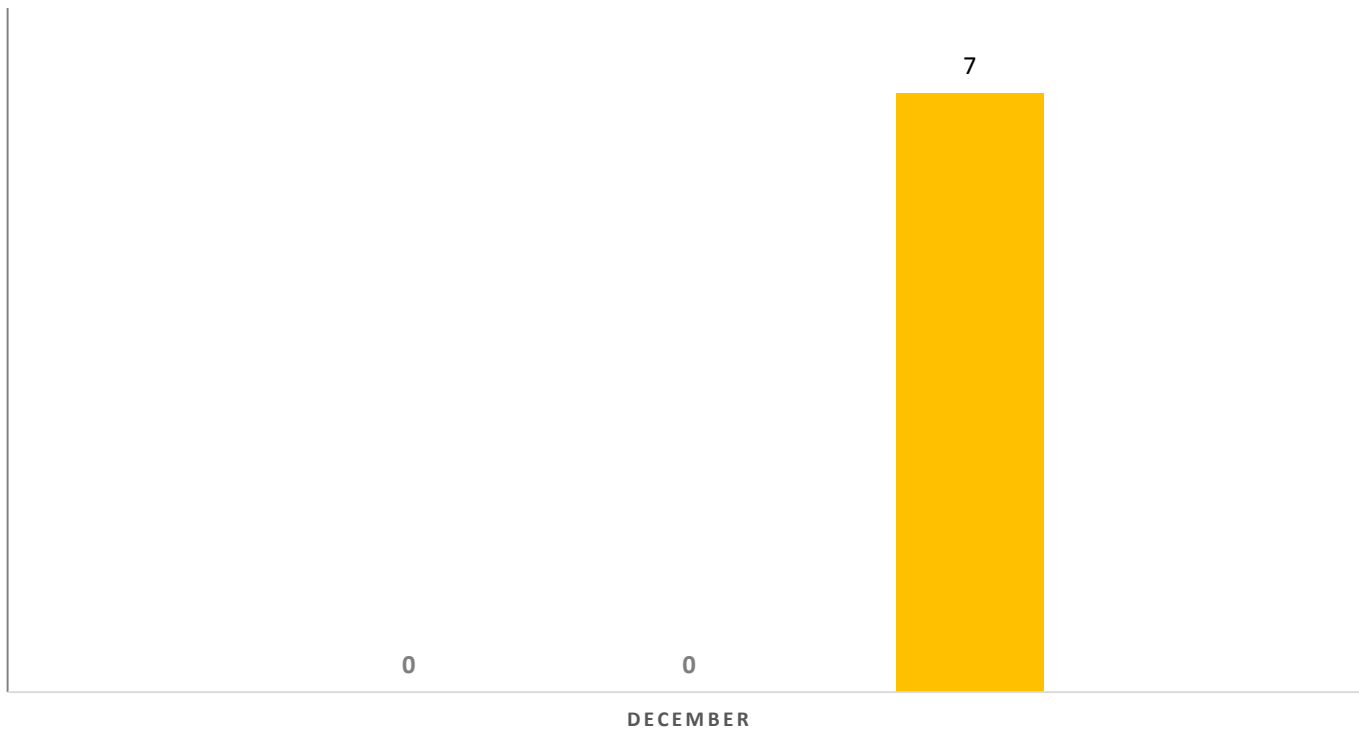
Employee's Name Cause of Injury Description of Injury	Case No. Status	Department Claim Type	Injury Date Closing Date Days Lost		Paid this Period	Paid	Outstanding	Incurred	Recovery
Strained low back, CT. wearing gunbelt, sitting in car, twisting in car to use Lower Back	05IRV01027 Closed	PUBSAF Future Medical	03/01/2005 03/26/2015 0.00	Medical	0.00	54,248.25	0.00	54,248.25	0.00
				TD	0.00	39,137.42	0.00	39,137.42	0.00
				PD	0.00	19,806.29	0.00	19,806.29	0.00
				Rehab	0.00	420.00	0.00	420.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	36.00	0.00	36.00	0.00
				Total	0.00	113,647.96	0.00	113,647.96	0.00
Developed pain in his right foot after participating in block training / baton use Right foot pain/plantar fasciitis	14-121095 Closed	PUBSAF 471 Indemnity	10/07/2014 03/18/2015 0.00	Medical	0.00	952.51	0.00	952.51	0.00
				TD	0.00	0.00	0.00	0.00	0.00
				PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	191.47	0.00	191.47	0.00
				Total	0.00	1,143.98	0.00	1,143.98	0.00
Strained his lower abdominal area while participating in physical training at the police Lower abdomen / groin strain	14-121165 Closed	PUBSAF 411 Medical Only	11/20/2014 03/18/2015 0.00	Medical	119.12	491.16	0.00	491.16	0.00
				TD	0.00	0.00	0.00	0.00	0.00
				PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	10.25	36.08	0.00	36.08	0.00
				Total	129.37	527.24	0.00	527.24	0.00
Grand Total: 18				Medical	1,552.81	89,732.90	0.00	89,732.90	0.00
				TD	0.00	66,841.79	0.00	66,841.79	0.00
				PD	0.00	21,186.29	0.00	21,186.29	0.00
				Rehab	0.00	420.00	0.00	420.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	148.09	3,404.18	0.00	3,404.18	0.00
				Grand Total:	1,700.90	181,585.16	0.00	181,585.16	0.00



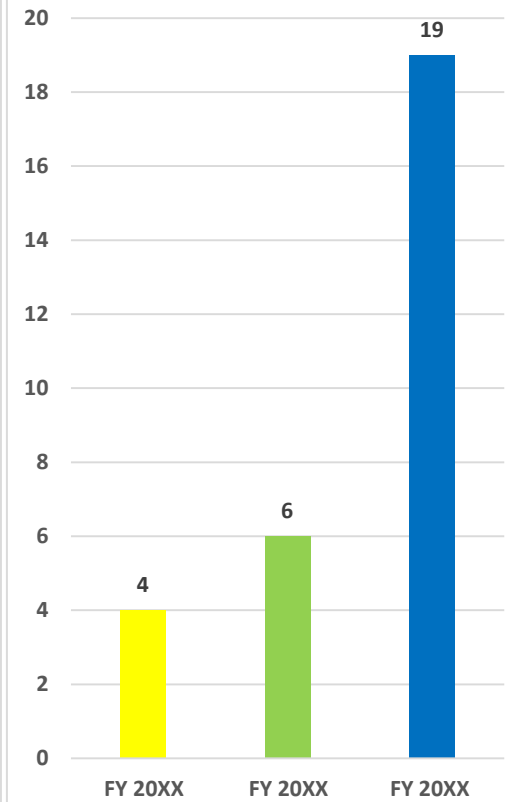
Measures the total number of claims that are closed in a month period. Ideally, we want to close more claims than are opened in a month. Closing the claims is an important factor in mitigating the overall cost of claims. The higher the number, the better.

CLAIMS CLOSED BY MONTH DECEMBER 20XX

FY XX FY XX FY XX



Claims Closed YTD Comparison



Measures the total number of claims that are closed in a month period. Ideally, we want to close more claims than are opened in a month. Closing the claims is an important factor in mitigating the overall cost of claims. The higher the number the better.

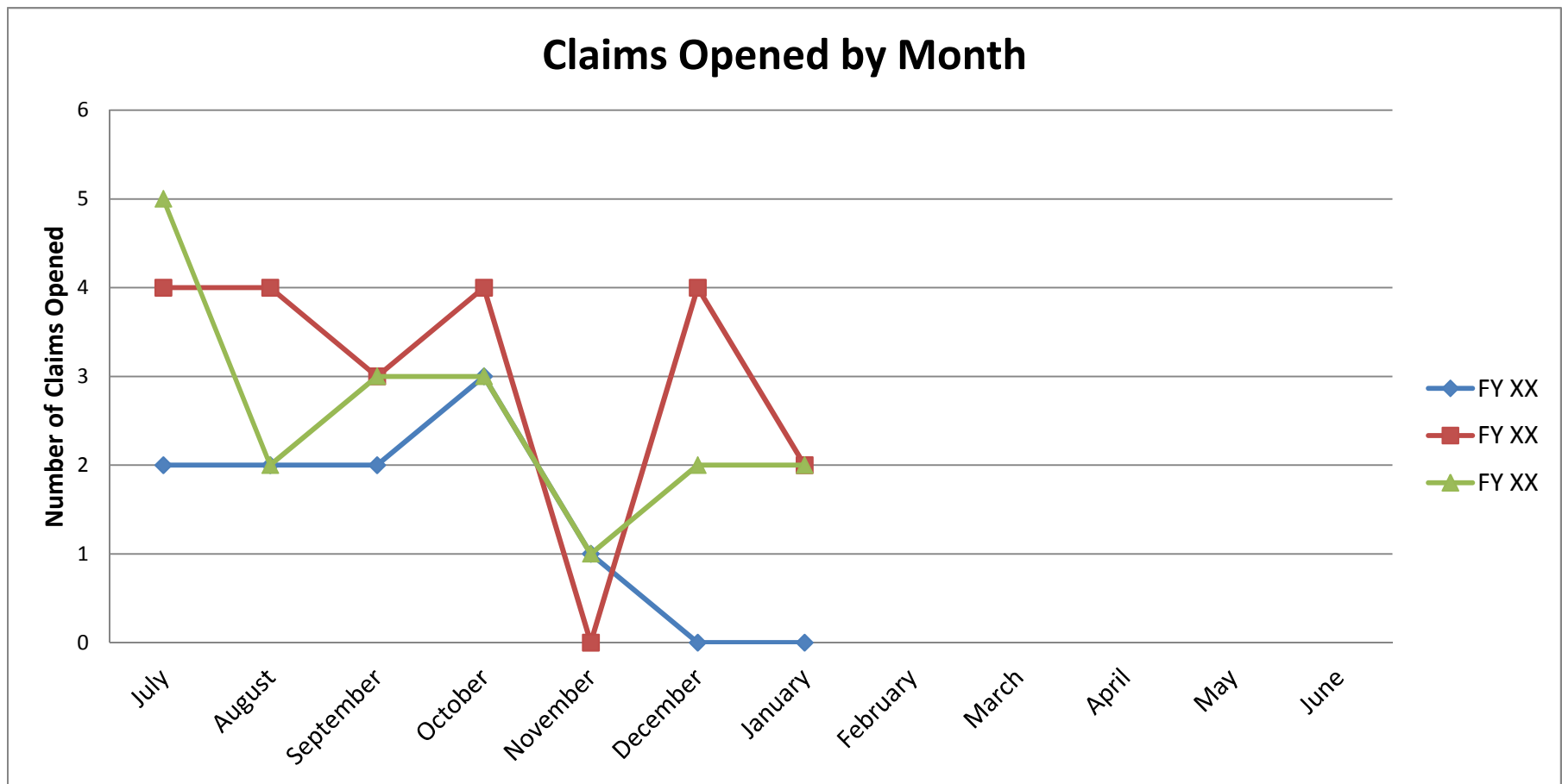
Workers' Compensation Claims Opened this Month

Employee's Name Cause of Injury Description of Injury	Case No. Status	Claim Type Department	Injury Date Days Lost		Paid this Period	Paid	Outstanding	Incurred	Recovery
Developed a hernia after his motorcycle struck a curb and Left Abdominal hernia	15-122031 Open	Indemnity PUBSAF 471	03/12/2015 0.00	Medical	0.00	0.00	10,000.00	10,000.00	0.00
				TD	0.00	0.00	11,006.40	11,006.40	0.00
				PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	0.00	1,150.00	1,150.00	0.00
				Total	0.00	0.00	22,156.40	22,156.40	0.00
While struggling with a combative mental health Left shoulder strain	15-122032 Open	Medical Only PUBSAF 411	03/19/2015 0.00	Medical	0.00	0.00	2,100.00	2,100.00	0.00
				TD	0.00	0.00	0.00	0.00	0.00
				PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	0.00	190.00	190.00	0.00
				Total	0.00	0.00	2,290.00	2,290.00	0.00
Sustained injury to his right wrist while digging post holes Right wrist sprain	15-122008 Open	Medical Only PUBWRK 551	03/20/2015 0.00	Medical	0.00	0.00	2,500.00	2,500.00	0.00
				TD	0.00	0.00	0.00	0.00	0.00
				PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	0.00	225.00	225.00	0.00
				Total	0.00	0.00	2,725.00	2,725.00	0.00
Exposure to sun during the course of work caused her to Left ear skin cancer	15-121893 Open	Indemnity PUBSAF 411	03/09/2015 0.00	Medical	0.00	0.00	10,000.00	10,000.00	0.00
				TD	0.00	0.00	9,500.00	9,500.00	0.00
				PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	0.00	1,350.00	1,350.00	0.00
				Total	0.00	0.00	20,850.00	20,850.00	0.00
EE was reaching for keys when his left thumb hit a Left Thumb Puncture Wound	15-121829 Closed	Medical Only PUBSAF 411	02/15/2015 0.00	Medical	83.26	83.26	0.00	83.26	0.00
				TD	0.00	0.00	0.00	0.00	0.00
				PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	11.94	11.94	0.00	11.94	0.00
				Total	95.20	95.20	0.00	95.20	0.00

Workers' Compensation Claims Opened this Month

Employee's Name Cause of Injury Description of Injury	Case No. Status	Claim Type Department	Injury Date Days Lost		Paid this Period	Paid	Outstanding	Incurred	Recovery
While cleaning the range area / walking in the parking lot on a Left eye irritation	15-121948 Open	Medical Only PUBSAF 411	03/12/2015 0.00	Medical	0.00	0.00	950.00	950.00	0.00
				TD	0.00	0.00	0.00	0.00	0.00
				PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	0.00	86.00	86.00	0.00
				Total	0.00	0.00	1,036.00	1,036.00	0.00
EE injured her left knee while walking and then colliding with Left knee contusion	15-121993 Open	Indemnity PUBSAF 423	12/12/2014 0.00	Medical	0.00	0.00	1,500.00	1,500.00	0.00
				TD	0.00	0.00	0.00	0.00	0.00
				PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	0.00	235.00	235.00	0.00
				Total	0.00	0.00	1,735.00	1,735.00	0.00
Grand Total: 7				Medical	83.26	83.26	27,050.00	27,133.26	0.00
				TD	0.00	0.00	20,506.40	20,506.40	0.00
				PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	11.94	11.94	3,236.00	3,247.94	0.00
				Grand Total:	95.20	95.20	50,792.40	50,887.60	0.00

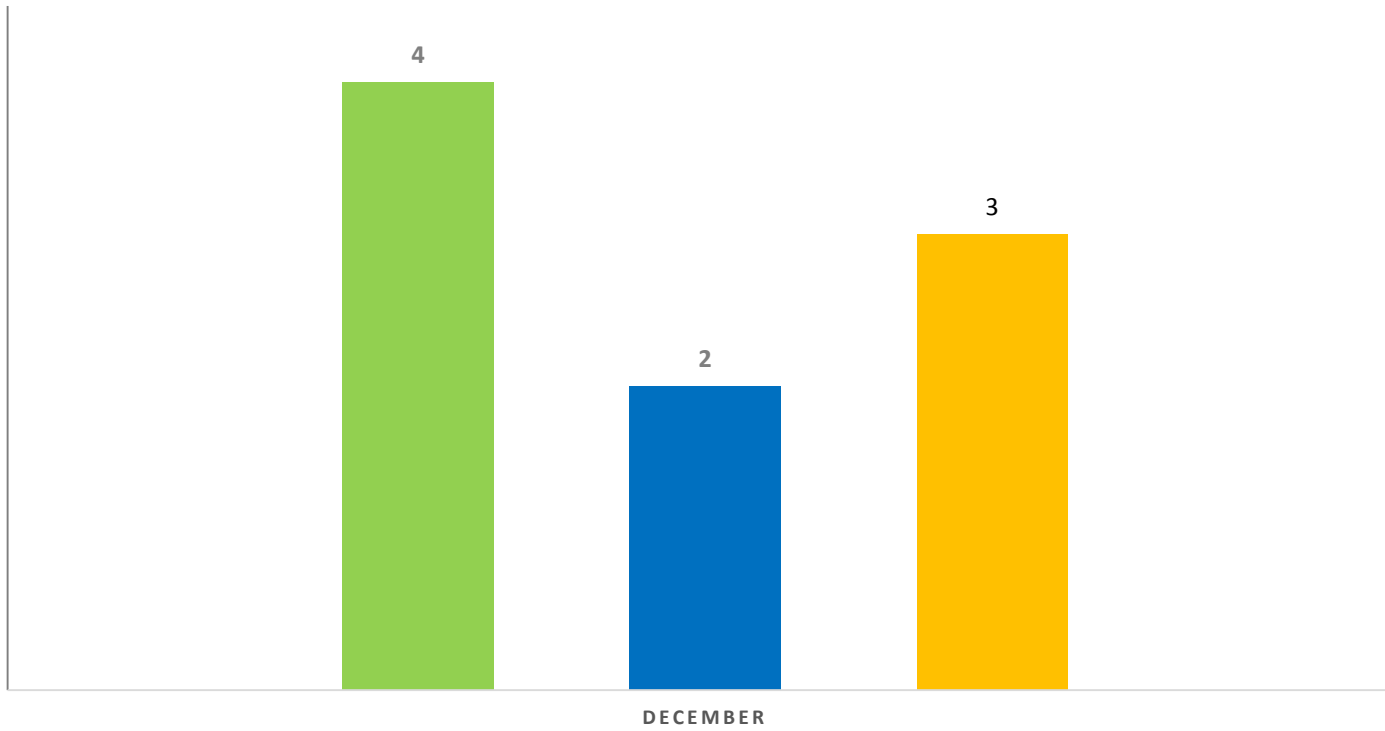
Claims Opened by Month



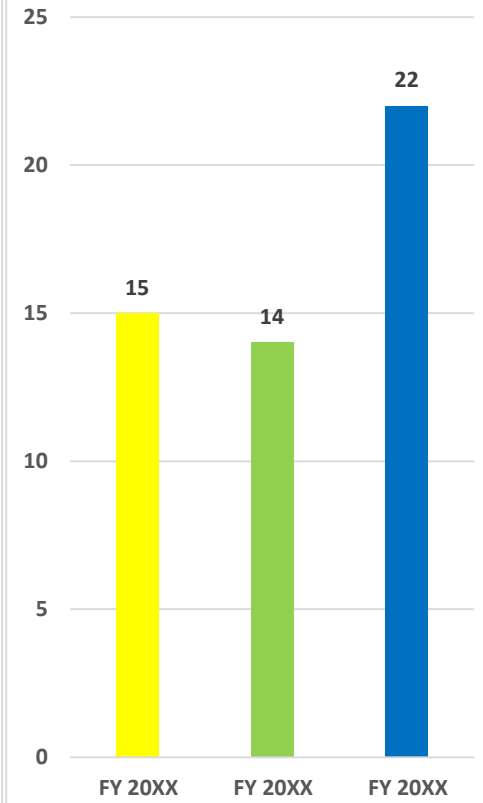
Measures the total number of new claims filed in a month. This number includes claims that have been or may be denied. This number may reflect unsafe work practices or morale problems. Typically the cost associated with these claims become most prevalent two years later. The lower the number the better.

CLAIMS OPENED BY MONTH DECEMBER 20XX

■ FY XX ■ FY XX ■ FY XX



Claims Opened YTD Comparison



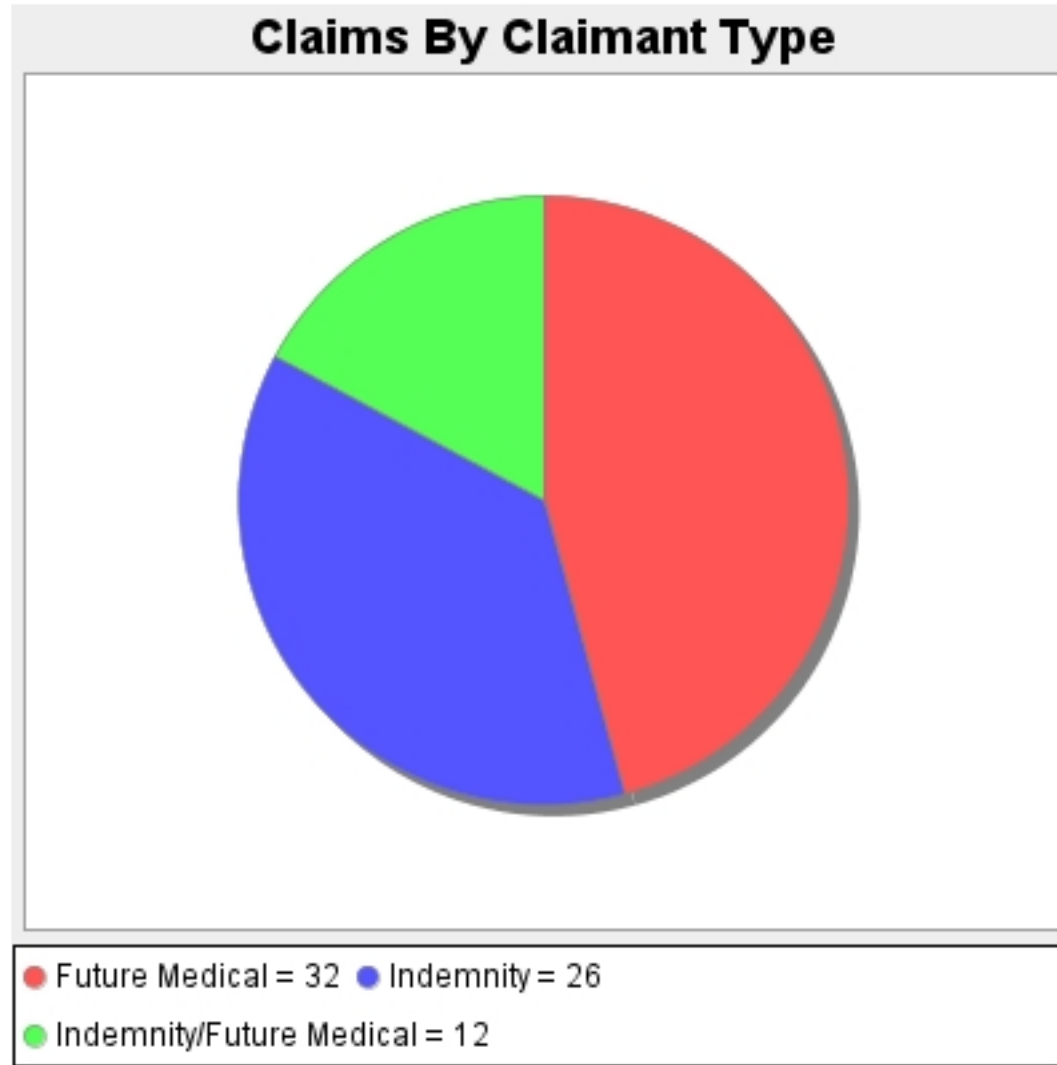
Measures the total number of new claims filed in a month. This number includes claims that have been or may be denied. This number may reflect unsafe work practices or morale problems. Typically the cost associated with these claims become most prevalent two years later. The lower the number the better.

Claim Lag Time

Claim Number	Claimant	Incident Date	Insured Reported	Days between Incident/Reported	Adjusting Loc. Received	Days between Reported/Received	Days between Incident/Received
15-121829		02/15/2015	02/20/2015	5	03/03/2015	11	16
15-121893		03/09/2015	03/09/2015	0	03/09/2015	0	0
15-121948		03/12/2015	03/12/2015	0	03/16/2015	4	4
15-121993		12/12/2014	03/19/2015	97	03/23/2015	4	101
15-122008		03/20/2015	03/20/2015	0	03/24/2015	4	4
15-122031		03/12/2015	03/27/2015	15	03/27/2015	0	15
15-122032		03/19/2015	03/26/2015	7	03/27/2015	1	8
Grand Total: 7			Median Lag Time:	5.00		4.00	8.00
			Average Lag Time:	17.71		3.43	21.14

Litigated Claims by Claimant Type

Claimant Type	Open Count	Closed Count	Frequency	%	Total Incurred	%	Average/Claim	%
Future Medical	32	0	32	46	5,585,257	34	174,539	74
Indemnity	26	0	26	37	5,117,056	31	196,810	83
Indemnity/Future Medical	12	0	12	17	5,883,500	35	490,292	207
Grand Total:			70		16,585,813		236,940	



Work Status

Claim Number	Claimant	Injury Date	Exam Date	Next Appointment Date	Work Status	Accepted		Work Status/Restrictions
						Delayed	Denied	
11-110678		03/12/2011	12/29/2014	03/22/2015	Temporary Total Disability	Y	N	TTD
						N	N	
14-119529		06/03/2014	01/27/2015	03/10/2015	Full Time / Modified Duty	N	N	No squatting/kneeling; No climbing ladders greater than 6 feet
						N	N	
14-119538		03/31/2014	01/19/2015	03/12/2015	Part Time / Modified Duty	N	N	continue working 4 hours per day
						N	N	
14-120344		08/07/2014	03/03/2015	03/31/2015	Full Time / Modified Duty	Y	N	40 hours per week; limited pushing, pulling reaching and overhead use
						N	N	
14-120784		10/15/2014	02/13/2015	03/09/2015	Full Time / Modified Duty	N	N	No heavy lifting greater than 25 lbs.; No repetitive lifting greater than 15 lbs.
						N	N	
14-120940		10/30/2014	01/22/2015	03/19/2015	Full Time / Modified Duty	N	N	No repetitive reaching, pushing, and pulling. Restricted to desk-type work and/or detective-type work; she should not be out in the field interacting with suspects where she may have to do takedowns, etc.
						N	N	
14-121112		11/30/2014	01/05/2015	03/04/2015	Full Time / Modified Duty	Y	N	NO FORCEFUL OR REP PUSH/PULLING WITH RIGHT HAND; NO LIFTING/PULLING/PUSHING OVER 10 LBS
						N	N	
15-121893		03/09/2015	03/10/2015	03/23/2015	Full Time / Modified Duty	N	N	
						N	N	
15-121993		12/12/2014	02/27/2015	03/27/2015	Full Time / Modified Duty	N	Y	Limited kneeling
						Y	N	
15-122008		03/20/2015	03/20/2015	03/27/2015	Part Time / Modified Duty	Y	N	Must use splint or brace, no use of right hand.
						N	N	

Grand Total: 11

Claims Settled Last Month

Claimant	Claim Number	Injury - Date	Claim Type	Litigated	Examiner	Settle - Date	Settlement Type	Settlement Amount
	12-113827	06/28/2012	Future Medical	N	RBARRILE	03/06/2015	Stipulated Award	0.00

Workers' Compensation Claims Summary by Year

For Month Ending

Policy Period by Date of Injury	Open	Total Claims	Days Lost	Paid This Period	Incurred This Period	Paid	Outstanding	Incurred	Recovery	Net Incurred
1965-1966	0	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1975-1976	0	1	0.00	0.00	0.00	2,090.75	0.00	2,090.75	0.00	2,090.75
1976-1977	0	1	0.00	0.00	0.00	14,876.35	0.00	14,876.35	0.00	14,876.35
1977-1978	0	4	0.00	0.00	0.00	38,799.00	0.00	38,799.00	0.00	38,799.00
1978-1979	0	11	0.00	0.00	0.00	76,978.34	0.00	76,978.34	0.00	76,978.34
1979-1980	0	71	0.00	0.00	0.00	49,930.23	0.00	49,930.23	0.00	49,930.23
1980-1981	0	83	0.00	0.00	0.00	59,062.56	0.00	59,062.56	0.00	59,062.56
1981-1982	0	86	0.00	0.00	0.00	267,454.57	0.00	267,454.57	129,444.76	138,009.81
1982-1983	0	85	0.00	0.00	0.00	470,412.11	0.00	470,412.11	54,895.72	415,516.39
1983-1984	1	76	0.00	0.00	0.00	407,527.67	24,733.32	432,260.99	0.00	432,260.99
1984-1985	0	81	0.00	0.00	0.00	85,430.78	0.00	85,430.78	0.00	85,430.78
1985-1986	0	99	0.00	0.00	0.00	316,736.66	0.00	316,736.66	0.00	316,736.66
1986-1987	0	117	0.00	0.00	0.00	479,259.74	0.00	479,259.74	0.00	479,259.74
1987-1988	0	90	0.00	0.00	0.00	274,088.14	0.00	274,088.14	0.00	274,088.14
1988-1989	0	135	0.00	0.00	0.00	394,446.77	0.00	394,446.77	0.00	394,446.77
1989-1990	1	115	0.00	102.01	0.00	698,313.80	103,577.75	801,891.55	210.00	801,681.55
1990-1991	2	120	0.00	0.00	0.00	1,298,327.03	123,252.72	1,421,579.75	0.00	1,421,579.75
1991-1992	1	108	0.00	230.82	0.00	740,442.90	12,122.18	752,565.08	0.00	752,565.08
1992-1993	2	159	0.00	378.54	0.00	1,010,352.31	98,804.44	1,109,156.75	0.00	1,109,156.75
1993-1994	1	141	0.00	0.00	0.00	1,082,444.32	91,424.43	1,173,868.75	37,132.79	1,136,735.96
1994-1995	3	124	0.00	2,074.48	0.00	1,073,590.83	170,078.06	1,243,668.89	97,654.52	1,146,014.37
1995-1996	3	105	1498.00	2,462.06	-205,093.45	1,846,429.19	182,414.93	2,028,844.12	170,769.13	1,858,074.99
1996-1997	0	118	0.00	0.00	0.00	582,548.68	0.00	582,548.68	14,370.10	568,178.58
1997-1998	4	112	0.00	18.00	0.00	1,053,564.84	289,142.08	1,342,706.92	3,000.00	1,339,706.92

Workers' Compensation Claims Summary by Year

For Month Ending

Policy Period by Date of Injury	Open	Total Claims	Days Lost	Paid This Period	Incurred This Period	Paid	Outstanding	Incurred	Recovery	Net Incurred
1998-1999	2	123	0.00	0.00	0.00	1,182,484.06	72,249.67	1,254,733.73	16,500.00	1,238,233.73
1999-2000	3	106	0.00	0.00	0.00	1,943,619.07	75,846.55	2,019,465.62	84,632.72	1,934,832.90
2000-2001	8	110	419.00	2,216.45	0.00	2,540,887.38	821,560.28	3,362,447.66	195,693.10	3,166,754.56
2001-2002	9	121	10.00	1,930.14	5,767.87	2,270,590.18	666,566.48	2,937,156.66	15,000.00	2,922,156.66
2002-2003	9	117	2882.00	848.01	0.00	1,537,003.04	557,801.03	2,094,804.07	23,643.00	2,071,161.07
2003-2004	5	132	412.00	3,975.29	750.00	1,323,512.19	244,294.66	1,567,806.85	18,146.75	1,549,660.10
2004-2005	7	128	620.00	4,039.84	-64,959.29	2,602,584.01	1,254,260.33	3,856,844.34	584,164.00	3,272,680.34
2005-2006	11	130	1093.00	3,015.26	0.00	1,902,690.49	641,943.25	2,544,633.74	39,545.22	2,505,088.52
2006-2007	8	121	2009.00	1,210.54	-7,410.08	1,260,739.15	238,993.83	1,499,732.98	6,716.04	1,493,016.94
2007-2008	5	118	1867.00	34.25	-100.00	877,640.41	143,009.65	1,020,650.06	1,194.34	1,019,455.72
2008-2009	10	135	4125.00	5,519.15	-18,387.14	2,390,267.05	1,188,804.22	3,579,071.27	187,328.09	3,391,743.18
2009-2010	14	108	2558.00	5,320.26	0.00	1,505,808.30	789,623.48	2,295,431.78	1,844.10	2,293,587.68
2010/2011	17	113	3190.00	17,747.45	-49,323.61	1,446,772.17	573,167.48	2,019,939.65	50,717.86	1,969,221.79
2011/2012	22	115	1866.00	23,030.56	6,000.13	1,249,010.86	1,019,303.82	2,268,314.68	1,858.23	2,266,456.45
2012/2013	26	111	2455.00	13,295.06	5,174.53	1,030,373.67	1,043,377.25	2,073,750.92	2,190.65	2,071,560.27
2013/2014	35	142	2153.00	37,601.33	15,198.37	987,335.96	860,877.02	1,848,212.98	0.00	1,848,212.98
2014/2015	35	80	248.00	49,237.36	252,096.70	158,420.27	496,390.80	654,811.07	0.00	654,811.07
Grand Total:	244	4053		174,286.86	-60,285.97	38,532,845.83	11,783,619.71	50,316,465.54	1,736,651.12	48,579,814.42

Workers' Compensation Claims Transaction Report

For Month Ending

Number	Date	Amount	Payee	From	Thru	Claimant	Code	Claim Number
Payment Transaction Desc: Chiropractic Treatment								
74840	03/04/2015	165.66	Ideal Chiropractic	01/29/2015	02/12/2015		PUBSAF	03IRV00765
74814	03/04/2015	330.08	Higuera, Ron J. D.C., M.S.	01/28/2015	02/06/2015		PUBSAF	11-112189
74866	03/11/2015	172.30	Higuera, Ron J. D.C., M.S.	02/11/2015	02/11/2015		PUBSAF	11-112189
75020	03/18/2015	150.80	Higuera, Ron J. D.C., M.S.	02/18/2015	02/20/2015		PUBSAF	11-112189
75073	03/25/2015	138.63	Higuera, Ron J. D.C., M.S.	02/20/2015	02/25/2015		PUBSAF	11-112189
Payment	5	957.47						
Payment Transaction Desc: Court Reporter Expense								
75132	03/25/2015	508.90	Peranich Reporting	11/21/2014	11/21/2014		COMSRV	01IRV00531
75130	03/25/2015	958.75	BARRETT REPORTING INC	02/13/2015	02/13/2015		PUBSAF	04IRV00895
Payment	2	1,467.65						
Payment Transaction Desc: Medical Appliance								
74815	03/04/2015	168.00	Team Makena, LLC	01/09/2015	01/09/2015		PUBSAF	13-117025
74978	03/18/2015	83.95	Recovery Medical Services, LLC	02/20/2015	02/20/2015		PUBSAF	14-117491
75086	03/25/2015	131.16	Team Makena, LLC	02/23/2015	02/23/2015		PUBWRK	14-119045
75084	03/25/2015	145.86	South Coast Medical	02/27/2015	02/27/2015		COMSRV	9303140150
75087	03/25/2015	150.00	A+ Medical Supplies	02/23/2015	02/23/2015		PUBSAF	14-117468
75062	03/25/2015	400.00	Advanced Hearing Services	03/10/2015	03/10/2015		PUBSAF	9603140097
Payment	6	1,078.97						
Payment Transaction Desc: Medical Case Management								
74852	03/04/2015	1,881.00	Comp Nurse Solutions	01/12/2015	02/20/2015		PUBSAF	14-119538
75047	03/18/2015	671.00	CNS LLC	02/07/2015	03/04/2015		PUBWRK	13-116144
75138	03/25/2015	836.00	CNS LLC	01/10/2015	03/13/2015		PUBWRK	14-119045
Payment	3	3,388.00						

Workers' Compensation Claims Transaction Report

For Month Ending

Number	Date	Amount	Payee	From	Thru	Claimant	Code	Claim Number
75121	03/25/2015	104.21	Prosport Physical Therapy RSM	02/27/2015	02/27/2015		PUBSAF	2009105542
75114	03/25/2015	107.25	The Kinetic Chain Physical Therapy	02/24/2015	02/24/2015		PUBSAF	14-120344
75112	03/25/2015	184.20	Gateway Rehab and Wellness	02/25/2015	02/27/2015		PUBSAF	14-120865
75113	03/25/2015	219.27	The Kinetic Chain Physical Therapy	02/26/2015	03/03/2015		PUBSAF	14-120344
75115	03/25/2015	303.68	Gateway Rehab and Wellness	02/13/2015	02/19/2015		PUBSAF	14-120865
75116	03/25/2015	624.83	ACIC Physical Therapy	01/07/2015	01/29/2015		PUBSAF	14-117491
75068	03/25/2015	104.21	Prosport Physical Therapy RSM	02/20/2015	02/20/2015		PUBSAF	14-120940
75069	03/25/2015	104.21	Prosport Physical Therapy RSM	02/18/2015	02/18/2015		PUBSAF	14-120940
75070	03/25/2015	104.21	Prosport Physical Therapy RSM	02/11/2015	02/11/2015		PUBSAF	14-120940
75071	03/25/2015	104.21	Prosport Physical Therapy RSM	02/26/2015	02/26/2015		PUBSAF	14-121237
75072	03/25/2015	105.69	Fairbanks Power Physical Therapy	02/23/2015	02/23/2015		PUBSAF	8403140001
75067	03/25/2015	110.29	California Rehabilitation & Sports	03/02/2015	03/02/2015		COMDEV	15-121330
75083	03/25/2015	242.68	MSC Group, Inc	01/05/2015	01/05/2015		PUBSAF	2009105542
Payment	60	8,219.82						
Grand Total:	257	68,369.03						

Client Name
Bank Name

Bank Statement Balance:	\$180,273.84
Less: Outstanding Checks:	(\$21,373.82)
Reconciled Bank Balance:	\$158,900.02
Less: Bank Adjustments & Errors	\$0.00
Adjusted Checkbook Balance:	\$158,900.02
Difference	\$0.00
Bank Adjustment & Error Detail:	\$0.00
Minimum Trust Amount:	\$0.00
Reconciled Bank Balance:	\$0.00
Funding Amount Needed:	\$0.00
Prior Month Funds Request Balance:	\$0.00
Disbursements Made This Period:	\$0.00
Less: Voids	\$0.00
Less: Interest Paid	\$0.00
Less: Credits Received This Period:	\$0.00
Funding Amount Due:	\$0.00

CHECK RECONCILIATION REPORT

Check Date	Check Number	Payee	Check Amount	Cleared Amount	Outstanding Check Amount
12/19/14	19497	Hooman Rastegar, M.D.	\$146.91	\$0.00	\$146.91
01/05/15	19585	Peranich Reporting	\$620.50	\$0.00	\$620.50
02/10/15	19807	MedReview Inc.	\$41.02	\$41.02	\$0.00
02/11/15	19813	MedReview Inc.	\$1,020.16	\$1,020.16	\$0.00
02/11/15	19814	MedReview Inc.	\$146.34	\$146.34	\$0.00
02/12/15	19826	MedReview Inc.	\$187.25	\$187.25	\$0.00
02/12/15	19827	MedReview Inc.	\$60.00	\$60.00	\$0.00
02/12/15	19828	MedReview Inc.	\$1,466.65	\$1,466.65	\$0.00
02/13/15	19838	Apex Healthcare Medical Center, Inc.	\$219.59	\$219.59	\$0.00
02/13/15	19840	MedReview Inc.	\$1,231.34	\$1,231.34	\$0.00
02/13/15	19841	MedReview Inc.	\$69.06	\$69.06	\$0.00
02/13/15	19845	New Age Translations, Inc.	\$177.00	\$177.00	\$0.00
02/17/15	19851	MedReview Inc.	\$88.09	\$88.09	\$0.00
02/18/15	19869	Apex Healthcare Medical Center, Inc.	\$162.44	\$162.44	\$0.00
02/18/15	19870	Apex Healthcare Medical Center, Inc.	\$211.05	\$211.05	\$0.00
02/18/15	19871	Apex Healthcare Medical Center, Inc.	\$116.49	\$116.49	\$0.00
02/18/15	19875	B. Richard Burke DPM *	\$141.91	\$141.91	\$0.00
02/18/15	19877	MedReview Inc.	\$2,745.34	\$2,745.34	\$0.00
02/18/15	19878	MedReview Inc.	\$29.59	\$29.59	\$0.00
02/19/15	19885	Foundation Medical Group, Inc	\$130.19	\$130.19	\$0.00
02/19/15	19886	Alliance Urgent Care	\$72.24	\$72.24	\$0.00
02/19/15	19896	MedReview Inc.	\$215.85	\$215.85	\$0.00
02/19/15	19897	MedReview Inc.	\$110.81	\$110.81	\$0.00
02/19/15	19898	MedReview Inc.	\$11.30	\$11.30	\$0.00
02/20/15	19901	University Spine and Orthopedics	\$178.66	\$178.66	\$0.00
02/20/15	19903	San Bernardino Medical Orthopedic Group	\$235.22	\$235.22	\$0.00
02/20/15	19904	MedReview Inc.	\$636.44	\$636.44	\$0.00
02/23/15	19907	San Bernardino Medical Orthopedic Group	\$211.42	\$211.42	\$0.00
02/23/15	19908	SOUTH COAST DME	\$182.51	\$182.51	\$0.00
02/23/15	19909	Mh Express Pharmacy	\$119.34	\$119.34	\$0.00
02/23/15	19911	MedReview Inc.	\$288.62	\$288.62	\$0.00
02/23/15	19913	ISYS	\$384.00	\$384.00	\$0.00
02/24/15	19914	EA Integrated Health Services	\$96.90	\$96.90	\$0.00
02/24/15	19915	San Bernardino Medical Orthopedic Group	\$11.91	\$11.91	\$0.00
02/24/15	19916	MedReview Inc.	\$9.69	\$9.69	\$0.00
02/25/15	19917	John G. Ellis, M.D. Inc.	\$162.44	\$162.44	\$0.00

CHECK RECONCILIATION REPORT

Check Date	Check Number	Payee	Check Amount	Cleared Amount	Outstanding Check Amount
03/26/15	20169	Walgreens	\$16.57	\$0.00	\$16.57
03/26/15	20170	University Spine and Orthopedics	\$546.88	\$546.88	\$0.00
03/26/15	20171	Physical Medicine Institute	\$2,250.00	\$0.00	\$2,250.00
03/26/15	20172	Walgreens	\$13.63	\$0.00	\$13.63
03/26/15	20173	MedReview Inc.	\$1,031.55	\$0.00	\$1,031.55
03/26/15	20174	MedReview Inc.	\$86.47	\$0.00	\$86.47
03/27/15	20177	Arrowhead Evaluation Services, Inc.	\$5,000.00	\$0.00	\$5,000.00
03/27/15	20178	CompToday	\$9.14	\$0.00	\$9.14
03/27/15	20179	CompToday	\$8.74	\$0.00	\$8.74
03/27/15	20180	CompToday	\$28.38	\$0.00	\$28.38
03/27/15	20181	Healthpointe Med Grp dba SCOSMC	\$15.21	\$0.00	\$15.21
03/27/15	20182	Southern Calif Permanente Med Grp**	\$144.94	\$0.00	\$144.94
03/27/15	20183	CA Emerg Phys Med Grp	\$202.50	\$0.00	\$202.50
03/27/15	20184	Align Networks, Inc.	\$129.41	\$0.00	\$129.41
03/27/15	20185	Align Networks, Inc.	\$76.30	\$0.00	\$76.30
03/27/15	20186	Align Networks, Inc.	\$674.20	\$0.00	\$674.20
03/27/15	20187	Fairbanks Power Physical Therapy	\$112.11	\$0.00	\$112.11
03/27/15	20188	Fairbanks Power Physical Therapy	\$112.11	\$0.00	\$112.11
03/27/15	20189	Align Networks, Inc.	\$56.41	\$0.00	\$56.41
03/27/15	20190	Align Networks, Inc.	\$399.25	\$0.00	\$399.25
03/27/15	20191	Southland Spine & Rehab Med Ctr	\$39.18	\$0.00	\$39.18
03/27/15	20192	Fairbanks Power Physical Therapy	\$296.67	\$0.00	\$296.67
03/27/15	20193	Align Networks, Inc.	\$98.02	\$0.00	\$98.02
03/27/15	20194	MedReview Inc.	\$755.88	\$0.00	\$755.88
03/27/15	20195	MedReview Inc.	\$2,408.26	\$0.00	\$2,408.26
03/30/15	20196	CompToday	\$19.70	\$0.00	\$19.70
03/30/15	20197	MedReview Inc.	\$129.48	\$0.00	\$129.48
03/31/15	20199	Economy Transport LLC	\$648.00	\$0.00	\$648.00
03/31/15	20200	KAISER FOUNDATION HOSPITAL	\$487.53	\$0.00	\$487.53
03/31/15	20201	Southland Spine & Rehab Med Ctr	\$152.13	\$0.00	\$152.13
03/31/15	20202	Healthpointe Med Grp dba SCOSMC	\$1,898.43	\$0.00	\$1,898.43
03/31/15	20203	MedReview Inc.	\$329.34	\$0.00	\$329.34
03/31/15	20204	MedReview Inc.	\$998.44	\$0.00	\$998.44
GRAND TOTALS:			\$127,757.43	\$87,875.21	\$39,882.22

OSHA's Form 300

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name _____
 City _____ State _____

Identify the person		Describe the case				Classify the case				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
(A) Case no.	(B) Employee's name	(C) Job title <i>(e.g. Welder)</i>	(D) Date of injury or onset of illness	(E) Where the event occurred <i>(e.g. Loading dock north end)</i>	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill <i>(e.g. Second degree burns on right forearm from acetylene torch)</i>	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Away from work (K)	On job transfer or restriction (L)	(M) See The Legend Below					
						Death (G)	Days away from work (H)	Job Transfer or restriction (I)	Other recordable cases (J)			(1)	(2)	(3)	(4)	(5)	(6)
XXXXX	XXXXX	Police Department	03/12/2015	Other/unknown	Hernia Abdomen/Groin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0.00 days	0.00 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
XXXXX	XXXXX	Police Department	03/19/2015	Other/unknown	Strain Shoulder(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0.00 days	0.00 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
XXXXX	XXXXX	Public Works	03/20/2015	Other/unknown	Sprain Wrist	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0.00 days	11.00 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
XXXXX	XXXXX	Police Department	03/09/2015	Other/unknown	Cancer Facial Soft Tissue	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0.00 days	13.00 days	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
XXXXX	XXXXX	Police Department	02/15/2015	Other/unknown	Puncture Thumb	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0.00 days	0.00 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
XXXXX	XXXXX	Police Department	03/12/2015	FBI Range	Foreign Body Eye(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0.00 days	0.00 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
XXXXX	XXXXX	Police Department	12/12/2014	Office	Contusion Knee	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0.00 days	28.00 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grand Total						0	0	3	4	0.00	52.00	6	1	0	0	0	0
						(1)	(2)	(3)	(4)	(5)	(6)	(1)	(2)	(3)	(4)	(5)	(6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Legend: 1- injury 2- Skin disorder 3- Respiratory condition 4- Poisoning 5- Hearing loss 6- All other illness

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1094.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	3	4
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0.00	52.00
(K)	(L)

Injury and Illness Types

Total number of ... (M)			
(1) Injuries	6	(4) Poisonings	0
(2) Skin disorders	1	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name _____

Street _____

City _____ State CA ZIP _____

Industry description (e.g., *Manufacture of motor truck trailers*) _____

Standard Industrial Classification (SIC), if known (e.g., 3715)
9229SC _ _ _

OR _____

North American Industrial Classification (NAICS), if known (e.g., 336212)
 _ _ _ _ _

Employment information (if you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees _____

Total hours worked by all employees last year _____

Sign here

Knowingly falsifying this document may result in a fine.

 Company executive Title
 () - / /
 Phone Date

OSHA's Form 301

Injury and Illnesses Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by _____

Title _____

Phone (____) _____ Date ____/____/____

Information about the employee

- 1) Full name XXXXXX
- 2) Street XXXXXX
- City XXXXXX State CA ZIP 92860
- 3) Date of birth 06/21/1960
- 4) Date hired 02/22/1996
- 5) Male
 Female

Information about the physician or other health care professional

- 6) Name of Physicians or other health care professional _____
Sand Canyon Urgent Care
- 7) If treatment was given away from the worksite, where was it given?
- Facility _____
- Street _____
- City _____ State _____ ZIP _____

8) Was employee treated in an emergency room?

- Yes
 No

9) Was employee hospitalized overnight as an in-patient?

- Yes
 No

Information about the case

- 10) Case number from the Log XXXXXX (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness 02/15/2015
- 12) Time employee began work 6:00 AM
- 13) Time of event 6:00 PM check if time cannot be determined

14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. *Examples:* "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."
Reaching for keys when thumb hit wooden storage box.

15) **What happened?** Tell us how the injury occurred. *Examples:* "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."
EE was reaching for keys when his left thumb hit a wooden storage box located in his patrol car and he received puncture wound from a splinter

16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or "score." *Examples:* "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
Left Thumb Puncture Wound

17) **What object or substance directly harmed the employee?** *Examples:* "concrete floor"; "chlorine"; "radial arm saw." *If this question does not apply to the incident, leave it blank.*
N/A

18) **If the employee died, when did death occur?** Date of death _____

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 301

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U.S. Department of Labor
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According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by _____

Title _____

Phone (____) _____ Date ____/____/____

Information about the employee

- 1) Full name XXXXXX
- 2) Street XXXXXX
- City XXXXXX State CA ZIP 92705
- 3) Date of birth 04/27/1979
- 4) Date hired 12/27/1999
- 5) Male
 Female

Information about the physician or other health care professional

- 6) Name of Physicians or other health care professional _____
Sand Canyon Urgent Care
- 7) If treatment was given away from the worksite, where was it given?
- Facility _____
- Street _____
- City _____ State _____ ZIP _____

8) Was employee treated in an emergency room?

- Yes
 No

9) Was employee hospitalized overnight as an in-patient?

- Yes
 No

Information about the case

- 10) Case number from the Log XXXXXX (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness 03/19/2015
- 12) Time employee began work 6:00 AM
- 13) Time of event 1:13 PM check if time cannot be determined

14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. *Examples:* "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."
Struggling with combative mental health patient

15) **What happened?** Tell us how the injury occurred. *Examples:* "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."
While struggling with a combative mental health patient, he injured his left shoulder

16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or "score." *Examples:* "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
Left shoulder strain

17) **What object or substance directly harmed the employee?** *Examples:* "concrete floor"; "chlorine"; "radial arm saw." *If this question does not apply to the incident, leave it blank.*
N/A

18) **If the employee died, when did death occur?** Date of death _____

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

**WORKERS' COMPENSATION CLAIMS
CLIENT COMPARISON REPORT AS
OF**

Client	# of Employees	Total Paid This Quarter	Outstanding Reserves	Outstanding Reserves Per Total # of Employees	Total Incurred in Q1 2015 Total Pd Q1 + Outstanding	#of Open Claims	# of Open Litigated Claims
Client X	2,986	\$920,366.80	\$10,026,752.09	\$3,357.92	\$10,947,118.89	191	59
Client Y	4,623	\$988,715.96	\$13,758,746.45	\$2,976.15	\$14,747,462.41	231	80
AVERAGES	3,805	\$954,541.38	\$11,892,749.27	\$3,167.04	\$12,847,290.65	211	70

**WORKERS' COMPENSATION CLAIMS
FREQUENCY & SEVERITY BY NATURE OF INJURY
TOP TEN LISTED BY FREQUENCY**

as of

Client X

Nature of Injury	# of Claims	Total Incurred	Average Per Claim
Strain	88	\$9,244,148.00	\$114,620.00
Miscellaneous	24	\$731,037.00	\$30,460.00
Sprain	20	\$2,079,150.00	\$103,957.00
All Other Cumulative Trauma	13	\$1,464,653.00	\$112,666.00
Contusion	12	\$3,023,302.00	\$251,942.00
Fracture	8	\$531,734.00	\$66,467.00
Multi Physical Injuries	6	\$481,307.00	\$80,218.00
Mental Stress	6	\$123,189.00	\$20,531.00
All Other Specific Injury	4	\$62,769.00	\$15,692.00
Puncture	2	\$200,934.00	\$100,467.00
TOTAL	183	\$17,942,223.00	\$897,020.00

Client Y

Nature of Injury	# of Claims	Total Incurred	Average Per Claim
Strain	94	\$14,197,761.00	\$151,040.00
Miscellaneous	36	\$1,902,197.00	\$52,839.00
All Other Cumulative Trauma	25	\$4,789,022.00	\$191,561.00
Sprain	20	\$1,504,961.00	\$75,248.00
Contusion	19	\$2,104,025.00	\$110,738.00
Carpal Tunnel Syndrome	10	\$571,972.00	\$57,197.00
Fracture	7	\$597,706.00	\$85,387.00
Multi Physical/Mental injuries	5	\$470,084.00	\$94,017.00
Mental Stress	4	\$1,171,495.00	\$292,874.00
Contagious Disease	3	\$264,424.00	\$88,141.00
TOTAL	223	\$27,573,647.00	\$1,199,042.00

CLAIMS HANDLING ANALYSIS

# OF CLAIMS REPORTED PER YEAR						
	2010	2011	2012	2013	2014	2015
Future Medical	13	15	13	9	1	0
Indemnity	49	59	45	60	65	9
Medical Only	70	66	60	60	60	15
TOTAL	132	140	118	129	126	24

# OF LITIGATED CLAIMS						
	2010	2011	2012	2013	2014	2015
TOTAL	2	20	8	18	7	0

DAYS FROM EMPLOYEE'S INJURY TO DATE EMPLOYER NOTIFIED						
	2010	2011	2012	2013	2014	2015
Average Lag Time	9.38	94.23	18.77	23.39	58.61	12.17

DAYS FROM EMPLOYERS DATE OF KNOWLEDGE TO DATE REPORTED TO TPA						
	2010	2011	2012	2013	2014	2015
Average Lag Time	6.75	58.82	15.98	8.14	11.18	9.67

AVERAGE DAYS OPEN PER CLAM						
	2010	2011	2012	2013	2014	2015
Future Medical	1279	1203	967	614	434	37
Indemnity	432	460	481	338	205	39
Medical Only	78	97	54	71	78	38
Litigated	1663	1012	1064	619	351	0

AVERAGE # OF DAYS LOST PER CLAM						
	2010	2011	2012	2013	2014	2015
Future Medical	99	274	65	15	0	0
Indemnity	67	49	74	55	33	9
Medical Only	0	0	0	0	0	0
Litigated	122	299	304	136	43	0

CLAIM RATIOS

RATIO OF MEDICAL ONLY CLAIMS TO INDEMNITY CLAIMS											
	2010	2011	%	2012	%	2013	%	2014	%	2015	%
Medical Only	70	66	-6%	60	-9%	60	0%	60	0%	15	-75%
Indemnity	49	59	20%	45	-24%	60	33%	65	8%	9	-86%
TOTAL	119	125		105		120		125		24	

RATIO OF LITIGATED TO NON-LITIGATED CLAIMS											
	2010	2011	%	2012	%	2013	%	2014	%	2015	%
Litigated	2	20	900%	8	-60%	18	125%	7	-61%	0	-100%
Non-Litigated	130	120	-8%	110	-8%	111	1%	119	7%	24	-80%
TOTAL	132	140		118		129		126		24	

RATIO OF FUTURE MEDICAL TO NON-FUTURE MEDICAL CLAIMS											
	2010	2011	%	2012	%	2013	%	2014	%	2015	%
Future Medical	13	15	15%	13	-13%	9	-31%	1	-89%	0	-100%
Non-Future Medical	119	125	5%	105	-16%	120	14%	125	4%	24	-81%
TOTAL	132	140		118		129		126		24	

RATIO OF OPEN TO CLOSED CLAIMS											
	2010	2011	%	2012	%	2013	%	2014	%	2015	%
OPEN	7	13	86%	27	108%	30	11%	39	30%	18	-54%
CLOSED	125	127	2%	91	-28%	99	9%	87	-12%	6	-93%
TOTAL	132	140		118		129		126		24	

**CLIENT X
AVERAGE CLAIM COSTS**

AVERAGE COST PER CLAIM PER YEAR - MEDICAL ONLY											
	2010	2011	%	2012	%	2013	%	2014	%	2015	%
Medical	\$820.75	\$834.81	2%	\$662.51	-21%	\$924.85	40%	\$1,154.63	25%	\$1,266.40	10%
Temporary Disability	\$0.00	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$17.15	0%
Permanent Disability	\$0.00	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$23.00	0%	\$0.00	0%
Voc Rehab	\$0.00	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
Other Indem	\$0.00	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
Legal	\$0.00	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
Other	\$10.39	\$23.01	0%	\$2.43	0%	\$48.84	1910%	\$317.21	0%	\$134.58	-58%
TOTAL	\$831.14	\$857.82	3%	\$664.94	-22%	\$973.69	46%	\$1,494.84	54%	\$1,418.13	-5%

AVERAGE COST PER CLAIM PER YEAR - INDEMNITY											
	2010	2011	%	2012	%	2013	%	2014	%	2015	%
Medical	\$6,030.82	\$14,747.98	145%	\$24,543.37	66%	\$17,994.69	-27%	\$13,153.71	-27%	\$4,988.17	-62%
Temporary Disability	\$3,668.03	\$4,638.96	26%	\$6,747.29	45%	\$8,063.74	20%	\$4,622.25	-43%	\$1,187.92	-74%
Permanent Disability	\$2,450.32	\$2,932.67	20%	\$4,926.23	68%	\$5,437.97	10%	\$2,272.97	-58%	\$0.00	-100%
Voc Rehab	\$275.76	\$376.84	37%	\$761.14	102%	\$532.08	-30%	\$223.08	-58%	\$0.00	-100%
Other Indem	\$372.41	\$561.43	51%	\$265.00	-53%	\$1,014.48	283%	\$384.82	-62%	\$0.00	-100%
Legal	\$608.21	\$2,569.56	322%	\$2,378.80	-7%	\$3,271.26	38%	\$1,380.52	-58%	\$0.00	-100%
Other	\$1,473.05	\$2,344.97	59%	\$3,314.84	41%	\$4,270.26	29%	\$2,747.17	-36%	\$900.85	-67%
TOTAL	\$14,878.60	\$28,172.41	89%	\$42,936.67	52%	\$40,584.48	-5%	\$24,784.52	-39%	\$7,076.94	-71%

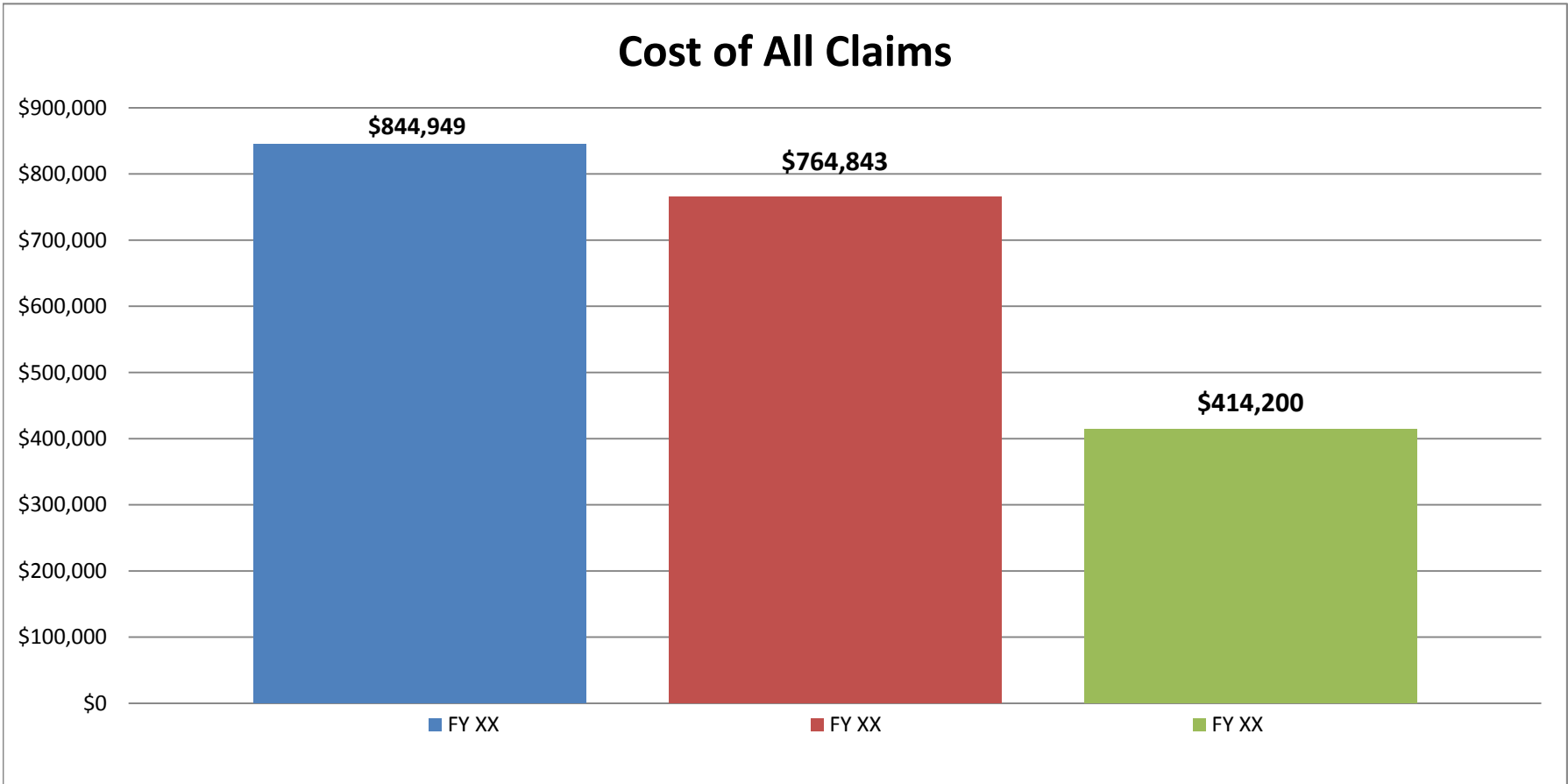
AVERAGE COST PER CLAIM PER YEAR - FUTURE MEDICAL											
	2010	2011	%	2012	%	2013	%	2014	%	2015	%
Medical	\$31,927.33	\$20,616.91	-35%	\$29,596.32	44%	\$21,682.14	-27%	\$18,000.00	-17%	\$0.00	0%
Temporary Disability	\$10,049.74	\$3,707.97	-63%	\$6,302.72	70%	\$1,091.19	-83%	\$0.00	-100%	\$0.00	0%
Permanent Disability	\$10,934.61	\$6,480.68	-41%	\$5,824.81	-10%	\$542.35	-91%	\$0.00	-100%	\$0.00	0%
Voc Rehab	\$810.35	\$0.00	-100%	\$1,017.63	-5%	\$0.00	0%	\$0.00	0%	\$0.00	0%
Other Indem	\$514.27	\$975.30	90%	\$964.14	-1%	\$0.00	0%	\$0.00	0%	\$0.00	0%
Legal	\$1,884.64	\$3,922.62	108%	\$2,562.18	-35%	\$0.00	0%	\$0.00	0%	\$0.00	0%
Other	\$4,113.53	\$4,077.15	-1%	\$4,552.03	12%	\$2,719.67	-40%	\$3,600.00	32%	\$0.00	0%
TOTAL	\$60,234.47	\$39,780.63	-34%	\$50,819.83	28%	\$26,035.35	-49%	\$21,600.00	-17%	\$0.00	-100%

AVERAGE CLAIM COSTS

AVERAGE COST PER CLAIM PER YEAR - LITIGATED											
	2010	2011	%	2012	%	2013	%	2014	%	2015	%
Medical	\$50,634.41	\$42,421.63	-16%	\$101,044.34	138%	\$39,654.15	-61%	\$25,818.39	-35%	\$0.00	-100%
Temporary Disability	\$12,725.85	\$10,973.56	-14%	\$28,670.94	161%	\$20,160.95	-30%	\$7,953.51	-61%	\$0.00	-100%
Permanent Disability	\$11,962.68	\$11,558.06	-3%	\$23,627.14	104%	\$15,303.58	-35%	\$10,416.74	-32%	\$0.00	-100%
Voc Rehab	\$2,279.05	\$1,105.63	-51%	\$5,828.87	427%	\$1,713.85	-71%	\$1,714.29	0%	\$0.00	-100%
Other Indem	\$3,157.66	\$2,332.68	-26%	\$2,567.22	10%	\$3,338.43	30%	\$1,744.57	-48%	\$0.00	-100%
Legal	\$14,750.14	\$9,402.56	-36%	\$14,620.26	55%	\$10,618.56	-27%	\$9,247.69	-13%	\$0.00	-100%
Other	\$12,074.76	\$6,794.71	-44%	\$12,836.64	89%	\$10,919.29	-15%	\$8,583.62	-21%	\$0.00	-100%
TOTAL	\$107,584.55	\$84,588.83	-21%	\$189,195.41	124%	\$101,708.81	-46%	\$65,478.81	-36%	\$0.00	-100%

AVERAGE COST PER CLAIM PER YEAR - CLOSED											
	2010	2011	%	2012	%	2013	%	2014	%	2015	%
Medical	\$2,272.59	\$2,100.43	-8%	\$1,130.23	-46%	\$1,740.15	54%	\$872.71	-50%	\$548.25	-37%
Temporary Disability	\$1,428.07	\$567.07	-60%	\$336.43	-41%	\$743.19	121%	\$487.90	-34%	\$4.91	-99%
Permanent Disability	\$728.58	\$341.90	-53%	\$130.17	-62%	\$62.72	-52%	\$205.71	228%	\$0.00	-100%
Voc Rehab	\$50.09	\$0.95	0%	\$0.00	-100%	\$10.87	#DIV/0!	\$0.00	0%	\$0.00	0%
Other Indem	\$92.50	\$53.92	-42%	\$0.00	-100%	\$27.39	#DIV/0!	\$34.48	0%	\$0.00	0%
Legal	\$170.42	\$493.32	189%	\$99.82	-80%	\$151.48	52%	\$94.13	0%	\$0.00	0%
Other	\$397.99	\$377.22	-5%	\$177.06	-53%	\$411.23	132%	\$400.00	-3%	\$116.70	-71%
TOTAL	\$5,140.24	\$3,934.81	-23%	\$1,873.71	-52%	\$3,147.03	68%	\$2,094.93	-33%	\$669.86	-68%

Cost of All Claims

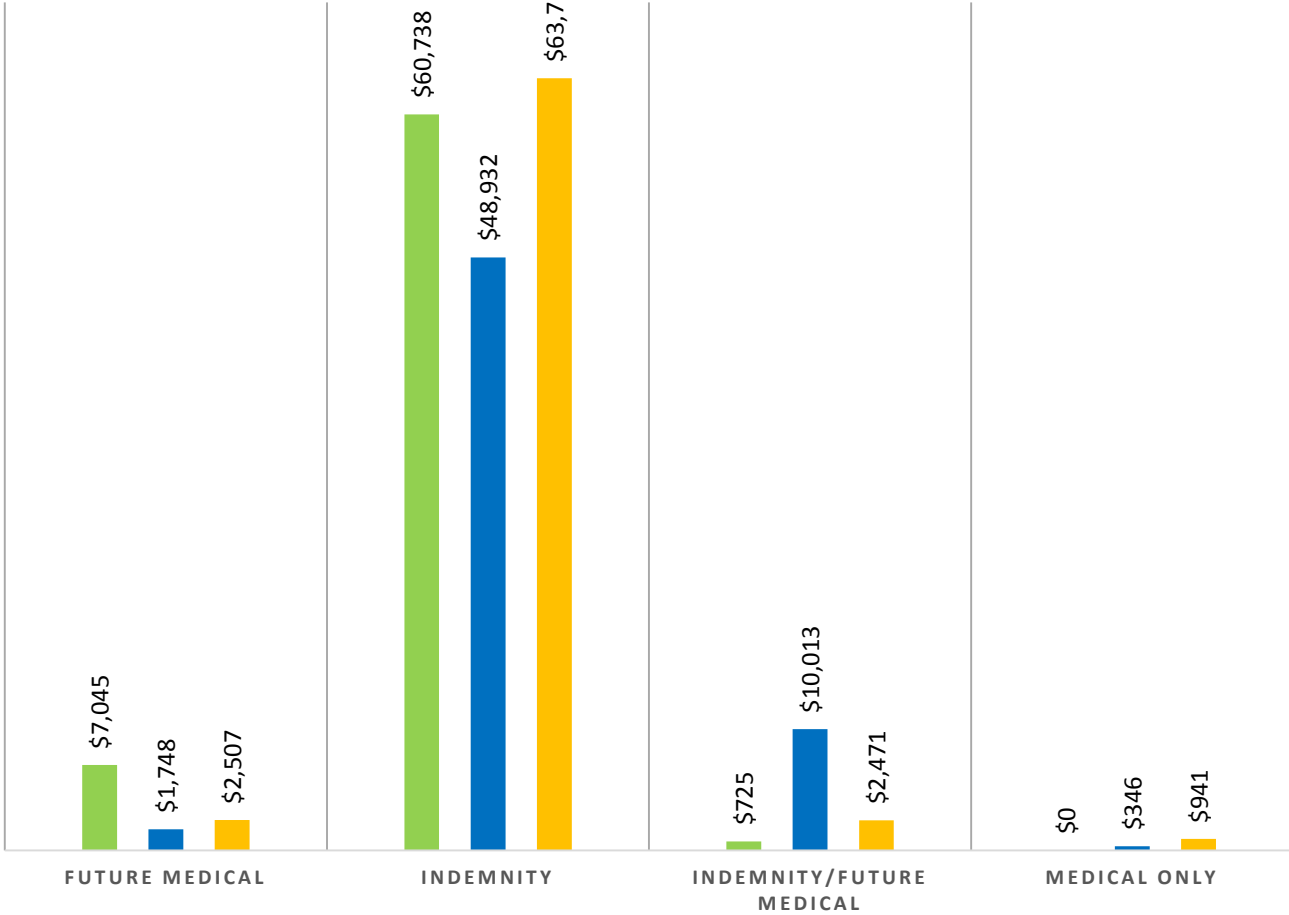


Measures the total liability of claims. This number indicates how well Client is at controlling costs through reduced claims, return to work, and claim closure. This number will directly correlate to increases in annual deposits that must be paid. The lower the number the better.

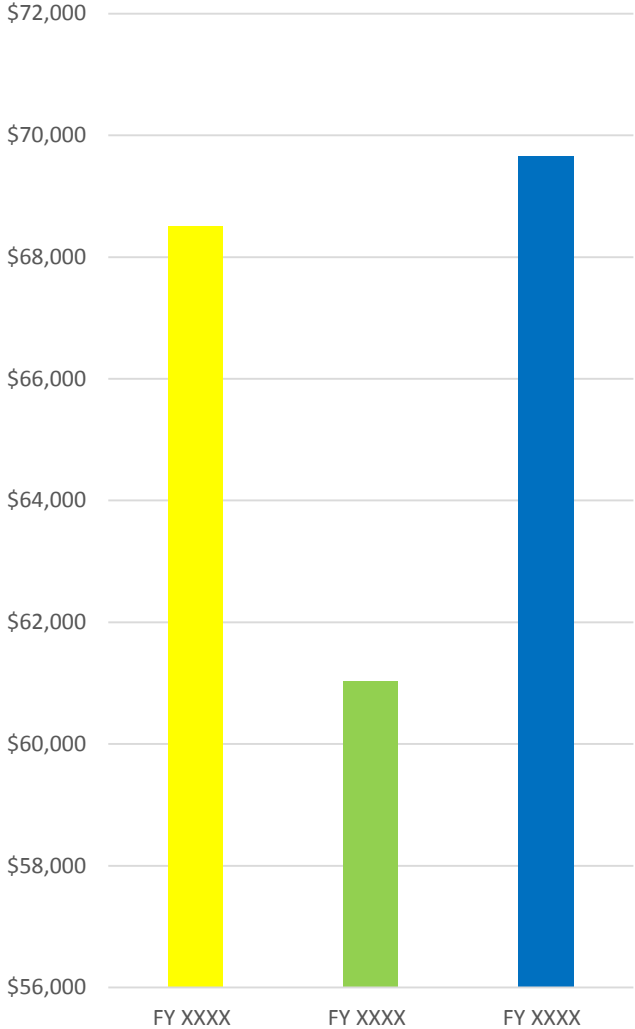
COST OF ALL CLAIMS

DECEMBER 20XX

FY XXXX FY XXXX FY XXXX



YTD Comparison





1470 South Valley Vista Drive, Suite 230
Diamond Bar, California 91765

Telephone (909) 861-0816
Fax (909) 860-3995

BATCH PAY SAMPLE CHECK

Employer Client Name
Check Number 81468
Check Date 04/09/20XX

Payee Name MedReview Inc.
Payee Address Post Office Box 5108
Diamond Bar CA 91765

Claimant Name	Incident Date	Claim Number	From	Through	Description	Document #	Amount
XXXXX	03/25/2015	15-122054	03/25/2015	03/25/2015	Medical Review	413197P	3.90
XXXXX	03/25/2015	15-122054	03/25/2015	03/25/2015	Medical Review	413197O	21.67
XXXXX	12/05/2014	14-121177	03/16/2015	03/16/2015	Medical Review	413198F	4.33
XXXXX	12/05/2014	14-121177	03/16/2015	03/16/2015	Medical Review	413198P	0.95
XXXXX	12/05/2014	14-121177	03/16/2015	03/16/2015	Medical Review	413198O	6.50

Number of Claims: 2

Check Total: 5 37.35

CLIENT NAME

Workers' Compensation

Administered by AdminSure (909) 861-0816

BANK OF AMERICA

222 North Catalina Avenue
Redondo Beach, CA 90277

DATE

16-66
1220

CHECK NUMBER **81468**

AMOUNT

*****37.35

PAY Thirty Seven Dollars And 35/100

TO THE ORDER OF MedReview Inc.
Post Office Box 5108
Diamond Bar, CA 91765

THIS CHECK EXPIRES AND IS VOID
90 DAYS FROM CHECK DATE

Workers' Compensation Claims Check Register

For Month Ending XXXXXX

Number	Date	Amount	Payee	Description	Claimant	Code	Claim Number
81468	04/09/2015	0.95	MedReview Inc.	Medical Review Services	XXXXX	L0054	XXXXX
81468	04/09/2015	3.90	MedReview Inc.	Medical Review Services	XXXXX	L0060	XXXXX
81468	04/09/2015	4.33	MedReview Inc.	Medical Review Services	XXXXX	L0054	XXXXX
81468	04/09/2015	6.50	MedReview Inc.	Medical Review Services	XXXXX	L0054	XXXXX
81468	04/09/2015	21.67	MedReview Inc.	Medical Review Services	XXXXX	L0060	XXXXX
Grand Total:	5		37.35				

Test Savings and Fee Summary

From 07/01/2022 thru 07/31/2022

Client: Total:Total

Metric	Amount	Percentage
Bill Count	1,073	
Work Units	0	
Additional Charge	\$0.00	
Total Charges	\$1,967,720.48	
Dup Red	\$487,414.40	
BR Reg Red	\$1,068,235.51	
PPO Red	\$26,635.81	
OSR Red	\$275.35	
All Other Red	\$296.92	
Total Red	\$1,582,857.99	80.44%
Red Less Dups	\$1,095,443.59	74.00%
OCR Fee	\$502.20	
eBill Fee	\$141.60	
BR Fee	\$9,279.00	
IPFS Fee	\$0.00	
UR Advisor Fee	\$0.00	
Nurse Fee	\$0.00	
Neg Fee	\$0.00	
AP Fee	\$0.00	
PPO Fee	\$4,610.75	
OSR Fee	\$49.56	
SR Fee	\$0.00	
All Other Fee	\$0.00	
Total Fee	\$14,583.11	
Net Savings	\$1,080,860.48	73.02%
ROI	109:1	

Savings by Service Class

From 07/01/2022 Thru 07/31/2022

Client: Total:Total

Service Class	Bill Count	Total Charges	Additional Charge	Dup Red	BR Reg Red	PPO Red	OSR Red	All Other Red	Total Red	Total Red %	Total Allowance
ANESTHESIOLOGY	4	\$12,912.00	\$0.00	\$0.00	\$10,751.28	\$314.14	\$0.00	\$0.00	\$11,065.42	85.70%	\$1,846.58
DRUGS	196	\$107,274.56	\$0.00	\$10,786.91	\$46,654.57	\$463.15	\$163.74	\$8.98	\$58,077.35	54.14%	\$49,197.21
DURABLE MEDICAL EQUIPMENT	17	\$13,085.72	\$0.00	\$1,082.92	\$3,630.41	\$607.80	\$0.00	\$117.41	\$5,438.54	41.56%	\$7,647.18
EVALUATION AND MANAGEMENT	380	\$145,977.91	\$0.00	\$13,988.33	\$61,942.08	\$8,057.66	\$0.00	\$0.00	\$83,988.07	57.53%	\$61,989.84
FACILITY-ASC	12	\$115,315.92	\$0.00	\$0.00	\$100,233.47	\$705.45	\$0.00	\$0.00	\$100,938.92	87.53%	\$14,377.00
FACILITY-INPATIENT HOSPITAL	5	\$1,114,694.73	\$0.00	\$429,717.45	\$599,103.32	\$1,375.34	\$0.00	\$0.00	\$1,030,196.11	92.42%	\$84,498.62
FACILITY-OUTPATIENT HOSPITAL	11	\$106,550.34	\$0.00	\$1,538.34	\$80,311.86	\$42.31	\$0.00	\$0.00	\$81,892.51	76.86%	\$24,657.83
HEARING SERVICES	1	\$6,175.00	\$0.00	\$0.00	\$6,175.00	\$0.00	\$0.00	\$0.00	\$6,175.00	100.00%	\$0.00
HOME HEALTH	18	\$19,967.64	\$0.00	\$0.00	\$1,027.80	\$0.00	\$0.00	\$0.00	\$1,027.80	5.15%	\$18,939.84
MEDICAL AND SURGICAL SUPPLIES	11	\$5,397.40	\$0.00	\$84.92	\$3,162.52	\$249.65	\$0.00	\$4.97	\$3,502.06	64.88%	\$1,895.34
MEDICAL-LEGAL	18	\$37,318.86	\$0.00	\$9,444.93	(\$251.62)	\$0.00	\$0.00	\$0.00	\$9,193.31	24.63%	\$28,125.55
MEDICINE	24	\$19,032.99	\$0.00	\$0.00	\$11,878.52	\$531.65	\$0.00	\$0.00	\$12,410.17	65.20%	\$6,622.82
NON MEDICAL	9	\$1,548.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,548.85
ORTHODIC PROCEDURES AND DEVICES	6	\$9,541.27	\$0.00	\$0.00	\$2,169.92	\$1,012.74	\$0.00	\$165.56	\$3,348.22	35.09%	\$6,193.05
PATHOLOGY	24	\$64,007.92	\$0.00	\$1,087.44	\$58,162.20	\$371.60	\$42.81	\$0.00	\$59,664.05	93.21%	\$4,343.87
PHYSICAL MEDICINE AND REHAB	259	\$85,310.17	\$0.00	\$4,161.78	\$31,932.24	\$4,731.49	\$0.00	\$0.00	\$40,825.51	47.86%	\$44,484.66
RADIOLOGY	35	\$25,400.24	\$0.00	\$1,554.00	\$18,083.28	\$777.45	\$68.80	\$0.00	\$20,483.53	80.64%	\$4,916.71
SURGERY	26	\$48,838.32	\$0.00	\$2,591.13	\$29,382.15	\$1,990.00	\$0.00	\$0.00	\$33,963.28	69.54%	\$14,875.04
TRANSPORTATION	5	\$5,657.26	\$0.00	\$3,876.25	\$640.28	\$0.00	\$0.00	\$0.00	\$4,516.53	79.84%	\$1,140.73
Unknown	12	\$23,713.38	\$0.00	\$7,500.00	\$3,246.23	\$5,405.38	\$0.00	\$0.00	\$16,151.61	68.11%	\$7,561.77
Total	1,073	\$1,967,720.48	\$0.00	\$487,414.40	\$1,068,235.51	\$26,635.81	\$275.35	\$296.92	\$1,582,857.99	80.44%	\$384,862.49

PPO/OSR Penetration

From 07/01/2022 thru 07/31/2022

Bill.Jurisdiction State	PPO/OSR	Bill Count	Total Charges	BR Allowance*	Billed To PPO/OSR	PPO/OSR Red	PPO/OSR Fee	PPO/OSR Savings	PPO/OSR Penetration	PPO/OSR Efficiency
AZ	PrimeHealth Pend And Transmit	1	\$60.75	\$46.90	\$46.90	\$9.38	\$1.69	20.00%	100.00%	200.00
	Total	1	\$60.75	\$46.90	\$46.90	\$9.38	\$1.69	20.00%	100.00%	200.00
CA	Anthem Blue Cross Pend and Transmit	236	\$4,574,189.43	\$1,334,886.56	\$1,334,886.56	\$353,573.92	\$84,628.67	26.49%	24.50%	64.90
	Coventry Pend And Transmit	8	\$766,650.02	\$114,752.08	\$114,752.08	\$406.09	\$101.54	0.35%	2.11%	0.07
	HealthSmart Pend And Transmit	471	\$697,440.32	\$497,226.39	\$497,226.39	\$4,755.56	\$1,283.46	0.96%	9.13%	0.88
	IQ Analysis FS	253	\$659,480.04	\$221,512.40	\$221,512.40	\$6,862.63	\$1,503.66	3.10%	4.07%	1.26
	No PPO	2,661	\$2,844,808.26	\$1,061,182.86	\$0.00	\$0.00	\$0.00			
	PrimeHealth Pend And Transmit	7,130	\$4,740,985.70	\$2,218,774.65	\$2,218,774.65	\$193,643.08	\$44,438.25	8.73%	40.72%	35.55
	Total	10,759	\$14,283,553.77	\$5,448,334.94	\$4,387,152.08	\$559,241.28	\$131,955.58	12.75%	80.52%	102.67
ID	Coventry Pend And Transmit	1	\$2,162.00	\$825.13	\$825.13	\$8.25	\$2.06	1.00%	100.00%	10.00
	Total	1	\$2,162.00	\$825.13	\$825.13	\$8.25	\$2.06	1.00%	100.00%	10.00
MS	No PPO	1	\$3,748.00	\$1,629.11	\$0.00	\$0.00	\$0.00			
	Total	1	\$3,748.00	\$1,629.11	\$0.00	\$0.00	\$0.00			
TX	PrimeHealth Pend And Transmit	1	\$1,798.00	\$1,427.12	\$1,427.12	\$168.52	\$30.33	11.81%	100.00%	118.10
	Total	1	\$1,798.00	\$1,427.12	\$1,427.12	\$168.52	\$30.33	11.81%	100.00%	118.10
Total		10,763	\$14,291,322.52	\$5,452,263.20	\$4,389,451.23	\$559,427.43	\$131,989.66	12.74%	80.51%	102.57

DASHBOARD SAMPLE 1 of 2

AdminSure

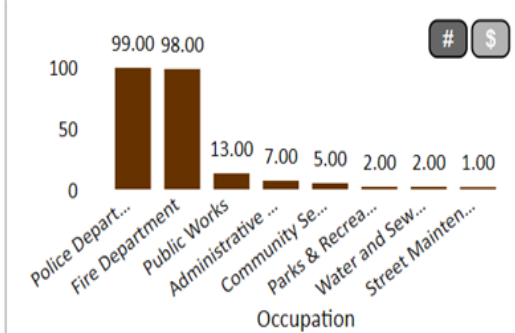
- Risk Management
- RM Dashboard
- Loss Stratification
- My Report
- Claim Management
- Claim Search

Applied Filters: Calendar Year: All, Fiscal Year - Quarter: All, Claim Status: Multiple selections, Claim Type: All, Organization: All, Location: All

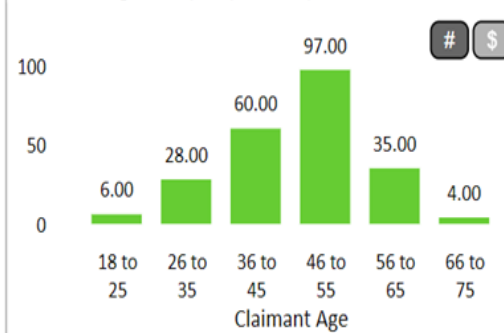
Claim Count # 230	Total Incurred (\$) \$54.83M	Total Paid (\$) \$23.22M	Outstanding Reserve (\$) \$31.61M
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Demographic Analysis

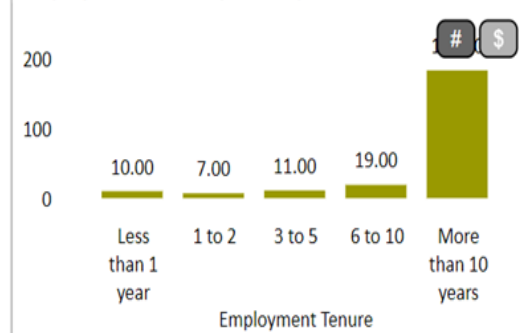
Occupation Analysis



Claimant Age Analysis (In Years)

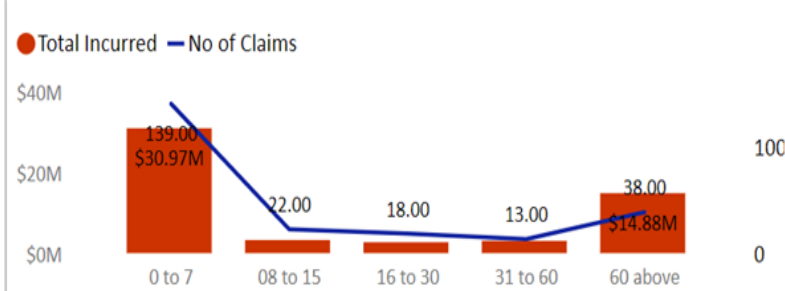


Employment Tenure (In Years)

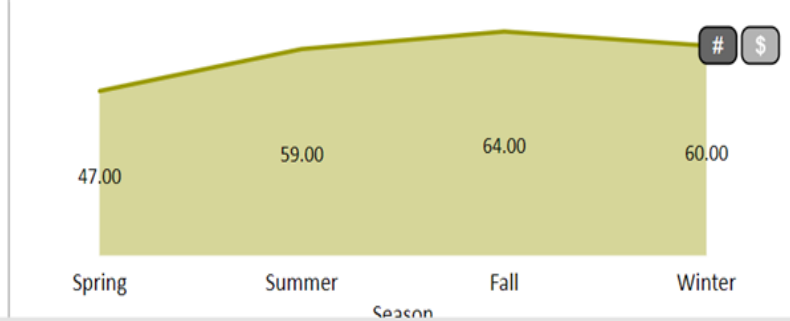


Reporting Statistics

Report Lag Analysis (In Days)



Seasonality Trend



DASHBOARD SAMPLE 2 of 2

AdminSure

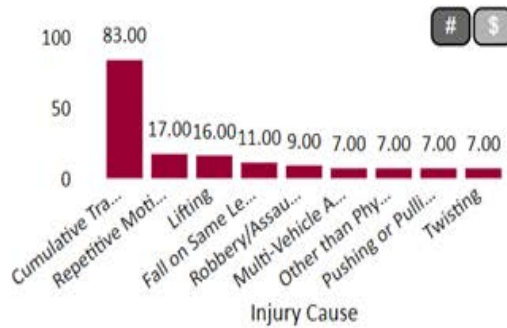
- Risk Management
- RM Dashboard
- Loss Stratification
- My Report
- Claim Management
- Claim Search

Applied Filters: Calendar Year: All, Fiscal Year - Quarter: All, Claim Status: Multiple selections, Claim Type: All, Organization: All, Location: All

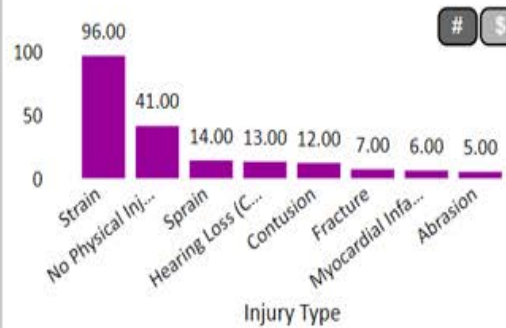
Claim Count # 230	Total Incurred (\$) \$54.83M	Total Paid (\$) \$23.22M	Outstanding Reserve (\$) \$31.61M
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Injury Analysis

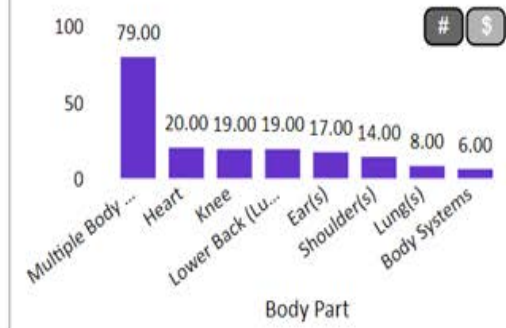
Injury Causes



Injury Types



Body Parts

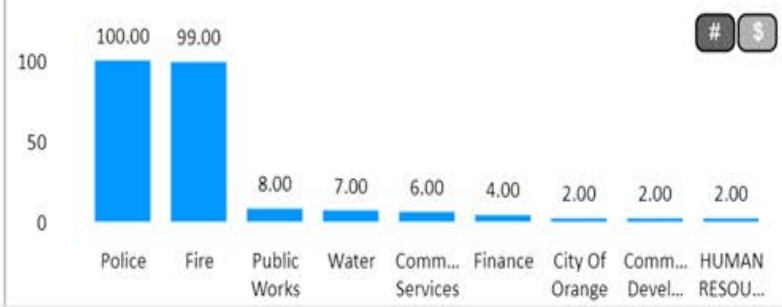


Geographic Analysis and Organization Analysis

Geographic Analysis



Organization Analysis



Kalioppe Layton, SIA, WCCP, WCCA

Senior Workers' Compensation Claims Supervisor/Manager

Professional Experience

2016–Present AdminSure Inc.

Senior Workers' Compensation Claims Supervisor/Manager

- Performs an extensive range of claims services which includes supervising accounts and claims staff ; communication with employers, injured workers, medical providers (medical management and return-to-work program management), and attorneys (litigation and subrogation management); coordinates accurate and timely delivery of monetary (i.e. Ed Code, LC4850 benefits, CalPERS, SJDB/vocational rehabilitation, and settlements) and medical benefits (benefit administration as well as excess reporting; utilization review and bill review management); investigates questionable claims, and when required, attends various depositions, WCAB conferences, trials, et cetera.
- Assists with conducting claims reviews, training sessions, and educational seminars; and coordinates various outside expert service providers reference ADA accommodation meetings, MSA reviews, ergonomic assessments, et cetera.

2003–2015 Various TPAs

Senior Workers' Compensation Claims Adjuster

- Performed an extensive range of claims services including communication with employers, injured workers, medical providers, and attorneys; coordinated accurate and timely delivery of benefits; investigated questionable claims, and when required, attended various WCAB conferences.

Education

- State Certified Self-Insurance Workers' Compensation Administrator.
- Workers' Compensation Claims Professional Designation (WCCP).
- Workers' Compensation Claims Administration Certification (WCCA).

References

Please refer to our Client List.

Denise Perez, SIA, WCCA

Senior Workers' Compensation Claims Adjuster

Professional Experience

2022–Present AdminSure Inc.
Senior Workers' Compensation Claims Adjuster

- Performs an extensive range of claims services which includes communication with employers, injured workers, medical providers (medical management and return-to-work program management), and attorneys (litigation and subrogation management); coordinates accurate and timely delivery of monetary (i.e. Ed Code, LC4850 benefits, CalPERS, SJDB/vocational rehabilitation, and settlements) and medical benefits (benefit administration as well as excess reporting; utilization review and bill review management); investigates questionable claims, and when required, attends various depositions, WCAB conferences, trials, et cetera.
- Assists with conducting claims reviews, training sessions, and educational seminars; and coordinates various outside expert service providers reference ADA accommodation meetings, MSA reviews, ergonomic assessments, et cetera.

1996–2021 Various TPAs
Senior Workers' Compensation Claims Adjuster

- Performed an extensive range of claims services including communication with employers, injured workers, medical providers, and attorneys; coordinated accurate and timely delivery of benefits; investigated questionable claims, and when required, attended various WCAB conferences.

Education

- State Certified Self-Insurance Workers' Compensation Administrator.
- Workers' Compensation Claims Administration Certification (WCCA).

References

Please refer to our Client List.



**VENDOR APPLICATION FORM
FOR
RFP No. 23-10 for Third Party Compensation Claims Administration**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: AdminSure Inc.

Contact Person for Agreement: Alithia Vargas-Flores

Title: President E-Mail Address: avargas-flores@adminsire.com

Business Telephone: 909.396.5814 Business Fax: 909.978.1131

Corporate Mailing Address: 3380 Shelby Street

City, State and Zip Code: Ontario, CA 91764

Contact Person for Proposals: Alithia Vargas-Flores

Title: President E-Mail Address: avargas-flores@adminsire.com

Business Telephone: 909.396.5814 Business Fax: 909.978.1131

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
<u>Alithia Vargas-Flores</u>	<u>President</u>	<u>909.396.5814</u>
<u>Ashley Sells</u>	<u>Corporate Secretary</u>	<u>909.718.1200</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Federal Tax Identification Number: 95-3773318

City of Costa Mesa Business License Number:
0000021568

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

City of Costa Mesa Business License Expiration Date: 2023

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer’s representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-10 for Third Party Compensation Claims Administration** at any time after **February 16, 2023**.

Alithia Vargas-Flores
Signature

Date: March 1, 2023

Alithia Vargas-Flores
Print

OR

I certify that Proposer or Proposer’s representatives have communicated after **February 16, 2023** with a City Councilmember concerning informal **RFP No. 23-10 for Third Party Compensation Claims Administration**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X_____

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

None.

COMPANY PROFILE & REFERENCES

Company Legal Name: AdminSure Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 3380 Shelby Street, Ontario, CA 91764

Website Address: www.adminsure.com

Telephone Number: 909.396.5814

Facsimile Number: 909.978.1131

Email Address: avargas-flores@adminsure.com

Length of time the firm has been in business: Over 40 Years; Since 1982

Length of time at current location: Over 5 Years; Since 2017

Is your firm a sole proprietorship doing business under a different name: ___ Yes
X No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 95-3773318

Regular Business Hours: 7:30 a.m. - 4:30 p.m.

Regular holidays and hours when business is closed: Only State and/or Federal Holidays

Contact person in reference to this solicitation: Alithia Vargas-Flores

Telephone Number: 909.396.5814

Facsimile Number: 909.978.1131

Email Address: avargas-flores@adminsure.com

Contact person for accounts payable: Ashley Sells

Telephone Number: 909.718.1200

Facsimile Number: 909.978.1131

Email Address: asells@adminsire.com

Name of Project Manager: Kaliope Layton

Telephone Number: 909.861.9571

Facsimile Number: 909.860.3995

Email Address: klayton@adminsire.com

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least **three clients**, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Newport Beach, Client Since 1/1/15

Contact Name: Barbara Salvini, Human Resources Director, 949.644.3259

Contract Amount: \$360k

Email: BSalvini@newportbeachca.gov

Address: 100 Civic Center Drive, Newport Beach, CA 92658

Brief Contract Description: Third Party Workers' Compensation Claims Administration, and Utilization Review Services, and Partial Bill Review Services.

Company Name: City of Irvine, Client Since 10/1/08

Telephone Number: 949.724.6079

Contact Name: Lori Thompson, Human Resources Manager

Contract Amount: \$336k

Email: lthompson@cityofirvine.org

Address: 1 Civic Center Plaza, Irvine, CA 92606

Brief Contract Description: Third Party Workers' Compensation Claims Administration, and Utilization Review Services, and Full Bill Review Services.

Company Name: City of Santa Ana, Client Since 10/1/18

Telephone Number: 714.647.5472

Contact Name: Debbie Scott-Leistra, Risk Manager

Contract Amount: \$600k

Email: DScott-Leistra@santa-ana.org

Address: 20 Civic Center Plaza, Santa Ana, CA 92701

Brief Contract Description: Third Party Workers' Compensation Claims Administration, and Utilization Review Services, and Full Bill Review Services.



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
None.				

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Alithia Vargas-Flores

Bidder/Applicant/Proposer - AdminSure Inc. - Alithia Vargas-Flores

3/1/23

Date

EXHIBIT C
FEE SCHEDULE

<u>COST PROPOSAL</u>	
Third Party Workers' Compensation Claims Administration	
<u>Claims Administration</u>	<ul style="list-style-type: none"> ▪ Year one: \$16,640 per month ▪ All future years: 3% increase each year
<u>Bill Review</u>	<ul style="list-style-type: none"> ▪ \$6.50 per bill for full services, at-cost PPOs, negotiation services, reports, and transmitting medical billing information on behalf of the City to the Workers' Compensation Information System (WCIS) as required by State Law, i.e. Medical Bill Review EDI (Electronic Data Interchange); or \$5.85 per bill for partial services
<u>Utilization Review</u>	<ul style="list-style-type: none"> ▪ Utilization Review – 5% of total charges capped at \$750 per bill ▪ Physician Review – \$200 per hour, billed in 10-minute increments ▪ It is important to note that neither AdminSure nor MedReview receive a share of the physicians' fees
<i>Electronic 5020 Process</i>	<ul style="list-style-type: none"> ▪ No Additional Fee
<i>City On-Line Access (All Data)</i>	<ul style="list-style-type: none"> ▪ No Additional Fee – Unlimited Number of City Read-Only Users
<i>All Reports & Custom/Ad Hoc Reports</i>	<ul style="list-style-type: none"> ▪ No Additional Fee When Data is Already Captured; At-Cost When Data is Not Captured
<i>MMSEA, WCIS, ISO & 1099s</i>	<ul style="list-style-type: none"> ▪ No Additional Fee
<i>Training & Development of Special Account Instructions/Procedures, Internal MPN/PBN/Banking Management</i>	<ul style="list-style-type: none"> ▪ No Additional Fee. Please note that any MPN, PBN, or banking fees charged by the City's choice of MPN, PBN, or bank, if any, shall be at-cost as we will not add on any fee for our internal assistance/services
<i>All Meetings, Claim Reviews, Forms, Correspondence, Pamphlets, Checks, and Storage of Claims</i>	<ul style="list-style-type: none"> ▪ No Additional Fee

EXHIBIT E

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa’s commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor’s and/or sub-grantee’s workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1136

Meeting Date: 4/4/2023

TITLE:

THE COSTA MESA LOCAL HAZARD MITIGATION PLAN

**DEPARTMENT(S): CITY MANAGER'S OFFICE, POLICE DEPARTMENT AND FIRE & RESCUE
DEPARTMENT - OFFICE OF EMERGENCY MANAGEMENT**

PRESENTED BY: BRENDA EMRICK, ACTING EMERGENCY SERVICES MANAGER

**CONTACT INFORMATION: BRENDA EMRICK, ACTING EMERGENCY SERVICES MANAGER,
(714) 327-7406**

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2023-XX to approve the City of Costa Mesa's Local Hazard Mitigation Plan.

BACKGROUND:

In June 2019, the City received a grant from CalOES to develop a Local Hazard Mitigation Plan (LHMP). The contract was awarded to Atlas Planning Solutions to work with the City to complete the LHMP. A planning team of city staff, residents, businesses, and special districts met to discuss, develop, and review the LHMP. The LHMP was delayed due to unforeseen circumstances, pandemic priorities, and staff changes.

In November 2022, CalOES received the LHMP and requested minor changes after reviewing the documents. After the changes were completed, the LHMP was resubmitted to CalOES, and it was approved on January 9, 2023. The LHMP was then forwarded to Federal Emergency Management Agency (FEMA) for their review. FEMA gave the City preliminary notice of approval on March 1, 2023. The adoption of the resolution by City Council is required by FEMA prior to the City receiving final certification.

ANALYSIS:

Hazard mitigation is work done to minimize the impact of natural hazards before they occur in an effort to reduce losses from future disasters. The 2023 LHMP includes a detailed analysis of the City's historical, physical, social, and economic characteristics. It is a tool that will assist the City in reducing human and economic losses caused by natural hazard events. The 2023 LHMP complies with federal regulations that require local governments to develop and submit hazard mitigation plans. This is a requirement that makes the City eligible to receive Hazard Mitigation Grant Program and other mitigation grant funding from the federal government before natural hazards occur.

The 2023 LHMP represents the City’s commitment to creating a safer and more resilient community. Creating the LHMP reduces risk and commits resources to lessen the impact of hazards on people and property of the City. The 2023 LHMP is the City’s first LHMP and addresses the natural hazards as required by federal law. The LHMP is a living document that will be reviewed and updated periodically to meet the community’s needs. FEMA requires that LHMPs are updated and submitted for review every five years. The City's five-year period will begin upon receipt of FEMA's final certification.

A summary of the 2023 LHMP is provided in the table below:

2023 LHMP Section Descriptions

Section 1: Plan Introduction, Purpose, and Authority	Section 1 includes an introduction to hazard mitigation planning, lists the LHMP planning requirement, and describes the plan, the planning committee, public engagement, revision, and plan resources.
Section 2: Community Profile	Section 2 includes a community profile with demographic, economic, and development trends, identifies major community elements, and infrastructure assessment.
Section 3: Hazard Assessment	Section 3 includes a description of the natural and built states of the city, including hazard identification, prioritization, and twelve identified hazards.
Section 4: Threat and Vulnerability	Section 4 describes the threat assessment process, critical facilities, and vulnerable populations.
Section 5: Hazard Mitigation Strategy	Section 5 identifies and evaluates the current, ongoing, and completed mitigation projects and programs in Costa Mesa and lists mitigation strategies for reducing potential losses.
Section 6: Plan Maintenance	Section 6 describes procedures for updating the LHMP to keep it current and provide for continued public engagement in the planning process.

Upon approval of Resolution No. 23-XX, the 2023 LHMP will become effective and FEMA will certify the document upon receipt of the executed resolution.

ALTERNATIVES:

The City of Costa Mesa's LHMP is a required document that supports the City's Emergency Operations Plan and the safety elements of the General Plan. Without an approved LHMP, the City would not be eligible to receive Hazard Mitigation Grant Program and other mitigation grant funding from the federal government.

FISCAL REVIEW:

There is no direct fiscal impact associated with the adoption of the 2023 LHMP.

LEGAL REVIEW:

The City Attorney has reviewed this report and has approved it 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 adopt Resolution No. 2023-XX to approve the City of Costa Mesa's Local Hazard Mitigation Plan.

ATTACHMENT 1

RESOLUTION NO. 2023-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA ADOPTING THE 2023 LOCAL HAZARD MITIGATION PLAN.

THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY FINDS AND DECLARES AS FOLLOWS:

WHEREAS, the City has prepared a 2023 Local Hazard Mitigation Plan to identify the risks to lives and property created by natural and artificial hazards to the City, and to formulate a set of goals, objectives and actions to mitigate risks created by these hazards; and

WHEREAS, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, the City participated in the FEMA-prescribed mitigation planning process to prepare a Local Hazard Mitigation Plan; and

WHEREAS, the California Office of Emergency Services and FEMA officials have reviewed the Local Hazard Mitigation Plan and approved it contingent upon this official adoption of the participating governing bodies.

NOW, THEREFORE, TE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council adopts the City of Costa Mesa’s 2023 Local Hazard Mitigation Plan as outlined in Exhibit A; and

Section 2. The City of Costa Mesa will submit this adoption resolution to the California Office of Emergency Services and FEMA officials to enable the plan’s final approval in accordance with requirements of the Disaster Mitigation Act of 2000.

PASSED AND ADOPTED this ___ day of ____, 2023.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

ATTACHMENT 1

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 is the original of Resolution No. 2023-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the ___ day of ___, 2023, 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 ___ day of ___, 2023.

BRENDA GREEN, CITY CLERK

ATTACHMENT - 2

U.S. Department of Homeland Security
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607-4052



FEMA

March 1, 2023

Brenda Emrick
Acting Emergency Services Manager
Costa Mesa Fire Department
77 Fair Drive
Costa Mesa, CA 92626

Dear Brenda Emrick:

The Federal Emergency Management Agency (FEMA) has completed its review of the *City of Costa Mesa Local Hazard Mitigation Plan 2023* and has determined that this plan is eligible for final approval pending its adoption by the City of Costa Mesa.

FEMA recently updated the [Local Mitigation Planning Policy Guide](#) which will take effect on April 19, 2023. **In order for your plan to be approved under the 2011 [Local Mitigation Plan Review Guide](#) in which it was reviewed with, formal adoption documentation must be submitted to FEMA Region 9 prior to April 19, 2023.** If formal adoption documentation is received between April 19, 2023, and March 1, 2024, the plan must be re-reviewed for adherence to the new 2023 policy guidance and sections of the plan may need to be revised.

If you have any questions regarding the planning or review processes, please contact the FEMA Region 9 Hazard Mitigation Planning Team at fema-r9-mitigation-planning@fema.dhs.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Alison Kearns".

Digitally signed by
ALISON KEARNS
Date: 2023.03.01
14:48:13 -08'00'

Alison Kearns
Planning and Implementation Branch Chief
Mitigation Division
FEMA Region 9

Enclosure (1)

City of Costa Mesa Plan Review Tool, dated March 1, 2023

cc: Ron Miller, Mitigation Quality Assurance Division Chief, California Governor's Office of Emergency Services
Blythe Denton, Hazard Mitigation Grants Division Chief, California Governor's Office of Emergency Services
Victoria LaMar-Haas, Hazard Mitigation Planning Chief, California Governor's Office of Emergency Services



Local Hazard Mitigation Plan



Atlas Planning Solutions

11/4/2022

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Chapter 1 – Introduction

Plan Purpose and Authority

Hazard events can lead to injuries or death, affect the overall health and safety of a community, damage or destroy public and private property, harm ecosystems, and disrupt key services. Although the hazard event itself often gets the most attention, it is only one part of a larger emergency management cycle.

Emergency planners and first responders can take steps during the response, recovery, mitigation, and preparedness phases of the cycle to minimize the harm caused by a disaster. This Local Hazard Mitigation Plan (LHMP) focuses on optimizing the mitigation phase of the cycle. Mitigation involves making a community more resilient to disasters so that when hazard events do ultimately occur, the community suffers less damage and can recover more effectively. It differs from preparedness, which involves advanced planning for how best to respond when a disaster occurs or is imminent. For example, a policy to make homes structurally stronger so they suffer less damage during an earthquake is a mitigation action, while fully equipping shelters to accommodate people who lose their homes in an earthquake is a preparedness action. Some activities may qualify as both.

The City of Costa Mesa (City), like other communities, could potentially suffer severe harm from hazard events, and although large disasters may cause widespread devastation, even smaller disasters can have substantial effects. The City cannot make itself completely immune to hazard events, but this LHMP can help make the community a safer place to live, work, and visit. This LHMP provides a comprehensive assessment of the threats that the City faces from natural and human-caused hazard events and a coordinated strategy to reduce these threats. It identifies resources and information to help community members, City staff, and local officials understand local threats and make informed decisions. The LHMP can also support increased coordination and collaboration between the City, other public agencies, local employers, service providers, community members, and other key stakeholders.

Federal Authority

The City is not required to prepare an LHMP, but state and federal regulations encourage it. The federal Robert T. Stafford Disaster Relief and Emergency Act, amended by the Disaster



KEY TERMS

HAZARD EVENT: AN EMERGENCY DUE TO A NATURAL OR HUMAN-CAUSED EVENT THAT HAS THE POTENTIAL TO CAUSE HARM.

Management Act of 2000, creates a federal framework for local hazard mitigation planning. Compliance with the act by developing an LHMP grants eligibility for federal hazard mitigation grant funding upon plan approval by the Federal Emergency Management Agency (FEMA). Guidelines for LHMP development are outlined in the Code of Federal Regulations, Title 44, Part 201, and discussed in greater detail in FEMA's Local Mitigation Plan Review Tool.

State Authority

CALIFORNIA GOVERNMENT CODE SECTIONS 8685.9 AND 65302.6

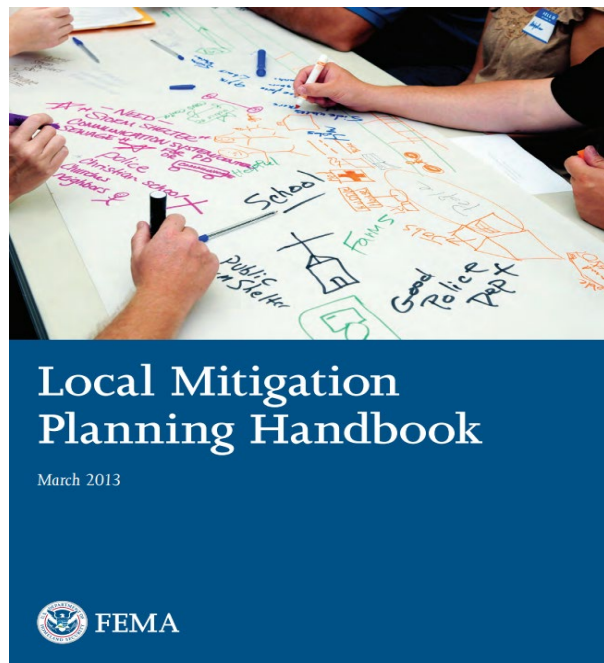
California Government Code Section 8685.9 (also known as Assembly Bill 2140) limits the State of California's share of disaster relief funds paid out to local governments to 75 percent of the funds not paid for by federal disaster relief efforts unless the jurisdiction has adopted a valid hazard mitigation plan consistent with the Disaster Management Act of 2000 and has incorporated the hazard mitigation plan into the jurisdiction's general plan. In these cases, the State may cover more than 75 percent of the remaining disaster relief costs.

All cities and counties in California must prepare a general plan, which must include a safety element that addresses various hazard conditions and other public safety issues. The safety element may be a stand-alone chapter or incorporated into another section/element, as the community wishes. California Government Code Section 65302.6 specifies that a community may adopt an LHMP into its safety element if the LHMP meets applicable state requirements. This allows communities to use the LHMP to satisfy state requirements for safety elements. As the General Plan is an overarching long-term plan for community growth and development, incorporating the LHMP creates a stronger mechanism for implementing the LHMP.

CALIFORNIA GOVERNMENT CODE SECTION 65302 (G)(4)

California Government Code Section 65302 (g)(4), also known as Senate Bill (SB) 379, requires that the safety element of a community's general plan address the hazards created or exacerbated by climate change. The safety element must identify how climate change is expected to affect hazard conditions in the community and include measures to adapt and increase resilience to these anticipated changes.

Because the LHMP can be incorporated into the safety element, including these items in the LHMP can satisfy this state requirement. SB 379 requires that climate change be addressed in the safety element when the LHMP is updated after January 1, 2017, for communities that already have an LHMP, or



Local Mitigation Planning Handbook

March 2013



FEMA's Local Mitigation Planning Handbook, last updated in 2013, is one of the key guidance documents for local communities in preparing hazard mitigation plans.

by January 1, 2022, for communities without an LHMP.

This LHMP is consistent with current standards and regulations, as outlined by the California Office of Emergency Services (Cal OES) and FEMA. It uses the best available science, and its mitigation actions/strategies reflect best practices and community values. It meets the current state and federal guidelines/requirements and makes the City eligible for all appropriate benefits under state and federal law and practices. Note that while FEMA is responsible for reviewing and certifying this LHMP, and Cal OES is responsible for conducting a preliminary review, it does not grant FEMA or Cal OES any increased role in the governance of the City or authorize either agency to take any specific action in the community.

Plan Organization and Use

The Costa Mesa LHMP is both a reference document and an action plan. It has information and resources to educate readers and decision-makers about hazard events and related issues and a comprehensive strategy that the City and community members can follow to improve resilience in the City. It is divided into the following chapters:

- *Chapter 1: Introduction.* This chapter describes the Plan's background, its goals and objectives, and the process used in its development.
- *Chapter 2: Community Profile.* This chapter discusses Costa Mesa's history, physical setting and land uses, demographics, and other important community characteristics.
- *Chapter 3: Hazard Assessment.* This chapter identifies and describes the hazards that pose a threat to Costa Mesa and discusses past and future events and the effects of climate change.
- *Chapter 4: Vulnerability Assessment.* This chapter describes the threat of each hazard on Costa Mesa's key facilities and community members, including socially vulnerable individuals.
- *Chapter 5: Mitigation Strategy.* This chapter lists the mitigation actions to reduce Costa Mesa's vulnerability to hazard events and provides an overview of the community's existing capabilities to improve hazard resilience.
- *Chapter 6: Plan Maintenance.* This chapter summarizes the process for implementing, monitoring, and updating the LHMP and opportunities for continued public involvement.

Plan Goals

This Plan was developed to broadly increase resilience in Costa Mesa. The following key goals were developed for the City's LHMP:

- Protect against threats from natural hazards to life, injury, and property damage for Costa Mesa residents and visitors.
- Increase public awareness of potential hazard events.
- Preserve critical services and functions by protecting key facilities and infrastructure.
- Protect natural systems from current and future hazard conditions.

- Coordinate mitigation activities among City departments, neighboring jurisdictions, and with federal agencies.
- Prepare for long-term variations in hazard conditions resulting from climate change.

These goals identify the community’s hazard mitigation priorities, which guide future investments undertaken by the City or private development in areas anticipated to grow and change in the coming years.

Planning Process

State and federal guidance for LHMPs do not require that jurisdictions follow a standardized planning process. FEMA encourages communities to create their own planning process that reflects local values, goals, and characteristics. However, FEMA does suggest the planning process illustrated in **Figure 1-1**. For the City of Costa Mesa, the planning process used to create this plan is described below.

Figure 1-1 - Typical Planning Process



Hazard Mitigation Planning Committee

The City established a Hazard Mitigation Planning Committee (hereafter referred to as the Committee). The Committee is made up of representatives from key City departments and stakeholder members that include representatives from local and regional agencies and companies that are key to hazard mitigation activities. **Table 1-1** identifies the members that were invited and/or attended Committee meetings. Key stakeholders invited to participate in the process included Mesa Water District, Newport-Mesa Unified School District, emergency managers from surrounding jurisdictions (Newport Beach, Irvine, Santa Ana, Huntington Beach, and Fountain Valley), and Orange County Fire Authority.

Table 1-1: Costa Mesa Hazard Mitigation Planning Committee

Name	Title	Department
Brenda Emrick	Acting Emergency Services Manager	Police/Fire
Alma Reyes	Assistant to the City Manager	CMO
Stacy Bennett	Deputy City Clerk	City Clerk, CMO
Tony Dodero	Public Information Officer	City Manager, Communications
Jennifer Le	Development Services Director	Development Services
Dan Inloes	Economic Development Administrator	Development Services
Carol Molina	Finance Director	Finance
Jon Neal	Fire Marshal	Fire
Captain Joe Noceti	Public Information Officer	Fire
Kasama Lee	Human Resources Manager	Human Resources
Steve Ely	IT Director	Information Technology
Roxi Fyad	Public Affairs Manager	Police
Jason Minter	PCS Director	Parks and Community Services
Captain Joyce LaPointe	Police Captain	Police
Jennifer Rosales	Transportation Services Manager	Public Services
Bart Mejia (recently retired)	Interim City Engineer	Public Services
Seung Yang	City Engineer	Public Services
Daniel Jojola	Maintenance Supervisor	Public Services

The Committee held three meetings throughout the plan development process to lay out the methods and approach for the Plan, draft, and review content, make revisions, and engage members of the public.

Committee Meeting #1 (October 7, 2020): The Committee members confirmed the project goals and the responsibilities of the Committee. They revised the community engagement and outreach strategy, confirmed, and prioritized the hazards to be included in the Plan, and identified critical facilities for the threat assessment.

Committee Meeting #2 (February 3, 2021): Members held a detailed discussion about the results of the hazards assessment and mapping that showed the areas facing an elevated risk. The Committee also reviewed the hazard prioritization and vulnerability assessment results.

Committee Meeting #3 (March 3, 2021): The Committee reviewed the draft mitigation actions and strategies to address vulnerabilities shared in Meeting #2. As part of this

meeting, the Committee provided feedback and revisions to the proposed actions and prioritized these actions.

The invitation to Committee meetings, as well as meeting agendas/materials, were provided via email. Appendix A contains copies of invitations, meeting agendas, sign-in sheets, and other relevant materials distributed for these meetings.

Public Engagement

Under FEMA guidelines, local hazard mitigation planning processes should create opportunities for members of the public to be involved in plan development—at a minimum, during the initial drafting stage and plan approval. To accomplish this, the City developed a webpage (Figure 1-2) dedicated to the LHMP that included information regarding the process, identified the hazards of concern, and provided links to the online survey (Figure 1-3) developed as part of the City’s Community Engagement Strategy. The City developed a



Figure 1-2 - Costa Mesa LHMP (<https://bit.ly/3uqgl36>)

community engagement and outreach strategy to guide all public engagement activities, which was implemented by the City’s Public Information Officers and staff who conduct outreach and engagement activities regularly. Outreach opportunities were shared with the public through Facebook posts, the City of Costa Mesa City Hall Snapshot, which is regularly used to update the community on initiatives and

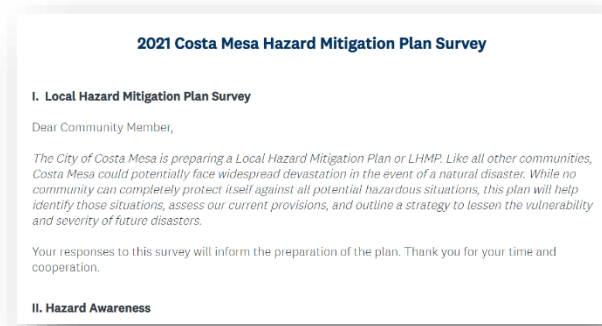


Figure 1-3 - Costa Mesa LHMP Online Survey

projects. **Appendix B** contains a copy of these outreach materials and information.

PUBLIC MEETINGS

In-person public meetings were not a possibility due to Covid-19. However, because public outreach and involvement are a central component to the City’s mitigation plan creation process, they were held virtually to ensure public opinion. These meetings provided an opportunity for members of the public to learn about multiple hazards and the LHMP update. These meetings were in coordination with the Costa Mesa Fire Department and the Costa Mesa Police Department. At these meetings, members of the public could speak directly to City staff and other stakeholders and provide detailed feedback. The City held two public meetings, and notices of each meeting were widely distributed in advance in accordance with City notification requirements, the engagement strategy, legal requirements, and best practices.

Public Engagement Opportunity #1 (February 16, 2021) The City provided an overview of the Local Hazard Mitigation Plan process to City Council, providing opportunities for feedback and comments from council members and the public. No comments were received during this engagement opportunity. A follow-up item on March 2 occurred at the Costa Mesa City Council meeting to provide additional information and opportunities for input from the community.

Appendix B includes a copy of the notices used to promote these meetings.

ONLINE ENGAGEMENT

The City recognized that not all community members are able to attend public meetings and conducted public engagement through social media and online platforms. To assist with engagement, the City set up a project website [Local Hazard Mitigation Plan Project Site](#)¹ as a simple, one-stop location for community members to learn about the LHMP. The website included information about what an LHMP is and why the City prepared one. It had links to materials, a public survey about past experiences with natural hazards, links to both FEMA and Cal OES informational websites, information on how to get involved in the LHMP development process, useful tips and recommendations on emergency preparedness, and Plan documents as they became available and allowed members of the public to receive notifications about upcoming events. As part of this engagement, members of the public had opportunities to indicate their interest in receiving future updates by providing their contact information within the online survey questionnaire.

The City also promoted the planning process through the following online methods:

- City Website
- Social Media (Facebook and Instagram)
- City Hall Snapshot

Based on analytics tracked by the City, the City Hall Snapshot, Instagram, and Facebook posts reached an average of 11,800 accounts and received 221 impressions, respectively.

A central part of the engagement strategy was an online survey. This survey asked community members about their experience and familiarity with emergency conditions, their level of preparedness for future emergencies, and preferred actions for the City to take to increase resiliency. The survey received 32 completed responses. Key information from these responses is summarized below:

- 61% of the respondents live in Costa Mesa, 23% of respondents both live and work in Costa Mesa, roughly 10% of respondents work in Costa Mesa, and 6% are individuals solely interested in the resiliency of the City.
- Approximately 60% of respondents indicated that they have been impacted by hazard events in their current residence, with Energy/Power Shortage, Drought, and Flooding being the top three hazard events experienced.

¹ Full website address: (<https://www.costamesaca.gov/city-hall/city-departments/police/department-divisions/administration/the-office-of-emergency-management-oem/local-hazard-mitigation-plan>)

- When addressing Climate Change in the City, 53% of respondents are very concerned, roughly 31 % are somewhat concerned, while the remaining 16% are somewhat unconcerned or not at all concerned about the possible effects of Climate Change in Costa Mesa.
- 60% of respondents have completed some form of improvement to their homes to make them less vulnerable to hazards (such as earthquakes, floods, and fires), while 28% have NOT completed any improvements, with the remaining 12% indicating that they rent their residence and are therefore not applicable.

Appendix B contains copies of all materials used for public outreach, including the full results of the community survey.

Public Review Draft

On September 19, 2022, the City released a draft copy of the LHMP for public review and comment. The document was posted electronically on the City’s website. The City also distributed notifications about the public review draft through the interest list developed during the planning process, social media posts, and other online sources frequently used. The public review period was conducted from September 19, 2022, to October 20, 2022, during which time no comments were received.

Plan Revision and Adoption

On November 11, 2022 the plan was transmitted to Cal OES initiating the formal LHMP review process.

Plan Resources

The City used several different plans, studies, technical reports, datasets, and other resources to prepare the Plan's hazard assessment, mapping, threat assessment, and other components. **Table 1-2** provides some of the primary resources the Committee used to prepare this Plan.

Table 1-2: Key Resources for Plan Development

Section	Key Resources Reviewed	Data Incorporated from Resource
Multiple	<ul style="list-style-type: none"> • Cal-Adapt • California Department of Conservation • California Geological Survey • California Office of Emergency Services • California State Hazard Mitigation Plan • City of Costa Mesa General Plan • FEMA Local Hazard Mitigation Plan Guidance 	<ul style="list-style-type: none"> • Science and background information on different hazard conditions • Records of past disaster events in and around Costa Mesa • Current and anticipated climate conditions in and around Costa Mesa • Projections of future seismic conditions and events

	<ul style="list-style-type: none"> • National Oceanic and Atmospheric Administration • National Weather Service • US Geological Survey • US Census Bureau 2013-2017 American Community Survey 	
Community Profile	<ul style="list-style-type: none"> • US Census Bureau 2013-2017 American Community Survey • City of Costa Mesa General Plan Background Reports • California Energy Commission 	<ul style="list-style-type: none"> • Demographic information for Costa Mesa and Orange County • History of the region • Economic trends in Costa Mesa • Commute patterns in Costa Mesa • Local land-use patterns • Background information on utilities serving Costa Mesa
Hazard Assessment (Aircraft Incidents)	<ul style="list-style-type: none"> • Federal Aviation Administration 	<ul style="list-style-type: none"> • Data on aircraft incidents in and around Costa Mesa
Hazard Assessment (Dam Failure)	<ul style="list-style-type: none"> • Mesa Water District • Orange County Water District • US Army Corps of Engineers 	<ul style="list-style-type: none"> • Mapping of dam failure inundation areas • Profiles and conditions of dams in and around Costa Mesa
Hazard Assessment (Disease and Pest Hazards)	<ul style="list-style-type: none"> • California Department of Public Health • Centers for Disease Control • World Health Organization 	<ul style="list-style-type: none"> • Science and historical records of disease outbreaks
Hazard Assessment (Drought)	<ul style="list-style-type: none"> • Cal Adapt • US Drought Monitor 	<ul style="list-style-type: none"> • Historic drought information • Current drought conditions
Hazard Assessment (Energy/Power Shortage)	<ul style="list-style-type: none"> • Southern California Edison (SCE) • California Public Utilities Commission (CPUC) 	<ul style="list-style-type: none"> • Public Safety Power Shutoff maps and background information

Hazard Assessment (Flood Hazards)	<ul style="list-style-type: none"> • FEMA Map Service Center • Orange County Flood Control District 	<ul style="list-style-type: none"> • Records of past flood events in and around Costa Mesa • Locations of flood-prone areas in Costa Mesa
Hazard Assessment (Geologic Hazards)	<ul style="list-style-type: none"> • U.S. Geological Survey • U.S. Department of Agriculture 	<ul style="list-style-type: none"> • Geologic mapping • Soil Surveys
Hazard Assessment (Hazardous Materials Release)	<ul style="list-style-type: none"> • Agency for Toxic Substances and Disease Registry 	<ul style="list-style-type: none"> • Location and dates of past hazardous materials release • Effects of hazardous materials release
Hazard Assessment (Human-Caused Hazards)	<ul style="list-style-type: none"> • Global Terrorism Database 	<ul style="list-style-type: none"> • Historical records of terrorism
Hazard Assessment (Seismic Hazards)	<ul style="list-style-type: none"> • Southern California Earthquake Data Center • The Third California Earthquake Rupture Forecast (UCERF3) 	<ul style="list-style-type: none"> • Locations of fault zones • Records of past earthquakes
Hazard Assessment (Severe Weather Hazards)	<ul style="list-style-type: none"> • California Department of Water Resources • US Drought Monitor • Western Regional Climate Center • Cal Adapt 	<ul style="list-style-type: none"> • Records of past severe weather events • Location of severe weather zones in and around Costa Mesa
Hazard Assessment (Urban Fire Hazards)	<ul style="list-style-type: none"> • California Department of Forestry and Fire Prevention • Fire and Resource Assessment Program 	<ul style="list-style-type: none"> • Records of past fire events • Location of fire hazard zones in and around Costa Mesa

Note: Sections that are not individually called out in this table relied primarily on sources identified in multiple sections.

Chapter 2 – Community Profile

The Community Profile section of the LHMP summarizes the community’s physical setting, history, economy and demographics, current and future land uses, and key infrastructure. The Community Profile helps to establish the baseline conditions in Costa Mesa, which inform the development of the hazard mitigation actions in Chapter 5.

Setting and Location

The City of Costa Mesa is in southern Orange County, California, adjacent to the cities of Newport Beach, Irvine, Huntington Beach, Fountain Valley, and Santa Ana. The city itself lies on a coastal tableland (plateau) overlooking the Pacific Ocean, at the mouth of the Santa Ana River, 37 miles southeast of Los Angeles. Along with the neighboring city of Newport Beach, Costa Mesa forms Orange County’s “Harbor Area.”²

History³

The city that we know today as Costa Mesa was originally settled by Native American Indians on the mesa near the banks of the Santa Ana River. Artifacts found in the area indicate that the site was a part of a Native American village called Lukup.

With the arrival of the Spanish and subsequent expeditions up the coast led by Gaspar de Portola in 1769, California began to be explored and opened up to missionaries. A further expedition led by Father Junipero Serra, a Franciscan friar and missionary, named the area Vallejo de Santa Ana (Valley of Saint Anne). In November of 1776, he established the Mission San Juan Capistrano, the first permanent European settlement in Alta California, New Spain. The padres would occasionally visit Lukup, spreading the word of their faith and doing missionary work for the Catholic Church. Capistrano’s cattle began to graze in the Costa Mesa area in the early 1800s. Because of this, provisions to create shelter and housing for the herdsman had to be made. Possibly as early as 1817, but most likely in between 1820 and 1823, a small adobe structure was constructed to house the foreman and his men. The structure still stands today and has been restored as a museum in Estancia Park.

In 1810, this land was part of the Spanish land grant of Santiago Del Santa Ana, which was presented to Jose Antonio Yorba. This grant included 62,500 acres which he named Rancho San Antonio. This vast area of land encompasses the present-day communities of Costa Mesa, Olive, Orange, Villa Park, Santa Ana, Tustin, and Newport Beach. After the Mexican American War (1846-1848), California was officially part of the United States. By 1880, American settlers began to buy up swathes of land from Yorba’s heirs and established the town of Fairview. This was a flourishing, tourist-driven railroad town located near some hot-springs, boasting a 25 room hotel. In 1889, disaster struck in the form of a flood, and the railroad connector to Fairview was damaged severely, and the town reverted to its farming and agricultural roots.

² Britannica, T. Editors of Encyclopedia. “Costa Mesa.” *Encyclopedia Britannica*, May 12, 2016.

<https://www.britannica.com/place/Costa-Mesa>.

³ City of Costa Mesa. “Chapter 11: Historical and Cultural Resources Element.”

By this time, the little town of Harper, named after a nearby rancher, had taken hold on a siding of the Santa Ana and Newport Railroad. The general store was the town's first business and became home to the City's first post office in 1909. On May 11, 1920, Harper officially changed its name to Costa Mesa and continued as an agricultural community whose primary crops were corn, strawberries, sweet potatoes, apples, and tomatoes.

New building and oil drilling were starting to flourish in the City and supplement the economy. The community flourished until the Great Depression, which forced businesses to close and industry to contract. In 1933, the Long Beach Earthquake struck, damaging businesses and the Main School. Repairs and reconstruction after this event rebuilt the school, which is still in use today for administrative and service purposes.

World War II brought about a massive influx of people who came to train at the Santa Ana Army Air Base (SAAAB), which at its peak had over 26,000 people stationed there. The former SAAAB, is now the home of the Orange County Fairgrounds, Orange Coast College, and the present site of the Civic Center. There were a number of other military installations located in close proximity to the City including, EL Toro Marine Corps Air Station (now the Great Park in Irvine), the Naval Weapons Station Seal Beach, and the Bolsa Chica Military Reservation (Huntington Beach). After the war, many of these men and women returned home to the states and were discharged or reassigned from SAAAB.⁴ Many of these service men and women started their families and contributed to the population increase that makes up the “Baby Boomer” generation, resulting in residential growth within Costa Mesa, and the rest of the United States.

The 1950s brought about the construction of expressways, which also stimulated residential growth, and the city began to prosper once again. June 29th, 1953, brought about the incorporation of Costa Mesa, which encompassed approximately 3.5 square miles and had a population of 16,840. By 1988, the City's population had grown to over 90,000 in an area of approximately 17 square miles.

Today, Costa Mesa is a major Orange County commercial and industrial center with a population of approximately 111,918. With an adopted slogan of “City of the Arts,” the City is home to the Pacific Symphony and the South Coast Repertory Theater, the 3,000-seat Segerstrom Center for the Arts (previously known as Orange County Performing Arts Center), 2,000-seat Renee and Henry Segerstrom Concert Hall, and 500-seat Samuelli Theater.

Since its incorporation, Costa Mesa has transformed from a quiet suburban community with its roots in agriculture to a world-class city boasting some of the best retail centers, restaurants, and cultural arts in the nation and holds the title of the “Capital of the Action Sports Industry.”

⁴ Brigundi, Phil, Orange County's World War II Military Bases, <https://www.ochistoryland.com/wwiibases>

Demographics

The data used in this section comes from the most comprehensive 2020 Decennial Census and 2020 American Community Survey (ACS), administered by the United States Census Bureau (US Census)If . Data from the 2020 Decennial Census is limited in detail and requires supplemental information from the 2020 ACS. As such, Table 2-2 within this chapter is the only table that relies on the 2020 Decennial Census data. Based on these datasets, Costa Mesa’s 2020 population was estimated to be 111,918, with a median age of 35, which is three years younger than the average median age in Orange County. Comparatively, the number of senior residents aged 65 and older is lower than the rest of Orange County, while Costa Mesa residents have a lower median household income than the County. In addition, a higher proportion of Costa Mesa residents rent compared to Orange County overall. **Table 2-1** shows the basic demographics for Costa Mesa and Orange County, according to the ACS.

Table 2-1: Basic Demographics, Costa Mesa and Orange County (2020)

Demographics	Costa Mesa	Orange County
Total Population	112,958	3,186,989
Percent of residents who are less than 10 years old (i.e., children)	11%	11.5%
Percent of residents who are senior citizens (65+)	12%	16%
Median age	35.6	38.3
Total households	40,660	1,040,001
Median household income	\$90,370	\$94,441
Percent of rental households	59.5%	42.8%

Source: U.S. Census Bureau, 2020 American Community Survey (ACS) – Costa Mesa and Orange County

In terms of its racial and ethnic composition, Costa Mesa is a white-majority city, with 54% of all Costa Mesa residents identifying as white. This population makeup is similar to greater Orange County. **Table 2-2** shows the racial and ethnic composition for all groups in Costa Mesa and Orange County according to the ACS.

Costa Mesa residents have attained similar higher education levels in comparison to Orange County. For example, a slightly higher percentage of the City’s population has attained a bachelor’s degree, while a slightly lower percentage of the city has attained graduate or professional degrees when compared to Orange County. Other categories are almost equal, such as percentage of people not having education past 9th grade and people not having graduated high school. **Table 2-3** shows all levels of educational attainment of residents 25 years of age or older in both Costa Mesa and Orange County, according to the Census.

Table 2-2: Racial and Ethnic Composition, Costa Mesa and Orange County

Race or Ethnicity	Costa Mesa		Orange County	
	POPULATION	PERCENTAGE	POPULATION	PERCENTAGE
White	60,574	54%	1,383,257	43%
Black	1,442	1.3%	53,842	1.7%
American Indian and Alaskan Native	1,455	1.3%	38,322	1.2%
Asian	9,707	8.7%	706,813	22%
Native Hawaiian and Other Pacific Islander	460	0.4%	9,035	0.3%
Some other race alone	21,391	19%	548,539	17%
Two or more races	16,889	15%	447,181	14%
Hispanic or Latino (of any race) *	40,795	36%	1,086,834	34.0%
Total	111,918	100%	3,186,989	100%

* The US Census Bureau does not currently count persons who identify as Hispanic or Latino as a separate racial or ethnic category. Persons who identify as Hispanic or Latino are already included in the other racial or ethnic categories.

Source: U.S. Census Bureau, 2020 Decennial Census – Costa Mesa and Orange County

Table 2-3: Educational Attainment of Residents 25+ Years of Age in Costa Mesa and Orange County (2020)

Educational Attainment	Costa Mesa		Orange County	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
Less than 9 th grade	6,273	7.8%	166,191	7.6%
9 th grade to 12 th grade (no diploma)	5,126	6.4%	138,501	6.3%
High school graduate or equivalent	13,711	17.0%	376,248	17.2%
Some college (no degree)	16,790	20.9%	430,405	19.7%
Associate degree	5,528	6.9%	171,104	7.8%
Bachelor's degree	23,178	28.8%	575,866	26.4%
Graduate or professional degree	9,875	12.3%	324,541	14.9%
Total	80,481	100%	2,182,856	100%

Source: U.S. Census Bureau, 2020 American Community Survey (ACS) – Costa Mesa and Orange County

Percentage values are rounded to the nearest tenth decimal.

Costa Mesa has a wide range of non-English languages spoken at home among its residents, with varying proficiency levels. Generally, Spanish is the second most spoken language in Costa Mesa. Asian and Pacific Islander languages are the third most-spoken languages in Costa Mesa. **Table 2-4** shows the most spoken languages and the levels of fluency among speakers aged five years and older in Costa Mesa and Orange County, according to the ACS.

Table 2-4: English Proficiency and Languages Spoken at Home Among Residents 5 Years or Older in Costa Mesa and Orange County (2020)

Languages	Costa Mesa		Orange County	
	NUMBER OF SPEAKERS	SPEAK ENGLISH LESS THAN “VERY WELL”	NUMBER OF SPEAKERS	SPEAK ENGLISH LESS THAN “VERY WELL”
English only	65,125	-	1,636,774	-
Spanish	30,807	12,175 (39.5%)	732,305	284,421 (38.8%)
Indo-European*	3,139	620 (19.8%)	129,010	32,957 (25.5%)
Asian and Pacific Islander*	6,669	2,300 (34.5%)	453,078	228,501 (50.4%)
All other languages	619	101 (16.3%)	33,390	10,292 (30.8%)
Total	106,359	15,196**	2,984,557	556,171**

*Census data does not break down the specific languages for languages spoken in these regions.
 **Due to these figures only being a percentage of the overall number of speakers, they will not add up to 100%.
 Source: U.S. Census Bureau, 2020 American Community Survey (ACS) – Costa Mesa and Orange County

Economy and Commute Patterns

Costa Mesa has a diverse economy of employers from various sectors, including restaurant services, information services, engineering services, automobile associations, financial services, retail services, communications and computers, and education. With a total employment base of 67,081 employees, the top employers in the City include El Pollo Loco, Experian Information Solutions, Inc., Newport Mesa Unified School District, Coast Community College District, Automobile Club of Southern California, Dynamic Cooking Systems, Filenet Corporation, and Vans. In total, these employers account for approximately 26% of the workforce within the city. In addition to these major employers, South Coast Plaza and its over 275 retailers and restaurants, employs thousands of people, and generates a significant amount of economic activity in the region. **Table 2-5** shows notable employers in Costa Mesa in 2022, according to the City’s 2022 Community Economic Profile.

As of 2018, over 52,000 Costa Mesa residents are employed, with approximately 7,524 (14.5%) working within the City. This local workforce accounts for 8.1% of the entire workforce, with

the remaining workforce coming from surrounding cities throughout the region. **Table 2-6** shows the top five cities that contribute to Costa Mesa’s workforce, accounting for approximately 30% of those employed within the city.

While the majority of Costa Mesa’s residents commute outside the city for work, most of those residents (56.9%) travel less than 10 miles to reach their place of employment. Approximately 9.5% of commuters traveled 50 miles or more, with most of those trips heading into the Los Angeles or San Diego areas. The city boasts convenient freeway, rail (Metrolink stations in nearby Irvine, Tustin, and Santa Ana), and air access (John Wayne Airport) to Los Angeles, San Diego, Riverside, and San Bernardino Counties. **Table 2-7** shows the outflow of workers from Costa Mesa to other worksites in the region.

Table 2-5: Notable Employers in Costa Mesa (2022)

Employer	Number of Employees	Percentage of Total Employment
EPL Intermediate, Inc. (El Pollo Loco)	3,998	6.23%
Experian Information Solutions, Inc.	3,700	5.76%
Newport Mesa Unified School District	3,000	4.68%
Coast Community College District	2,900	4.52%
Automobile Club of Southern California	1,200	1.87%
Dynamic Cooking Systems, Inc.	700	1.09%
Filenet Corporation	600	0.93%
Vans	520	0.81%

Note: CDR Progress Report

Table 2-6: Top Five Cities-of-Origin for Costa Mesa’s Workforce (2018)

Cities-of-Origin for Costa Mesa’s Workforce	Number of Employees	Percentage
Costa Mesa	7,524	8.1%
Santa Ana	6,966	7.5%
Huntington Beach	4,777	5.1%
Los Angeles	4,420	4.7%
Anaheim	4,280	4.6%
Total	27,967	30%

Note: <https://onthemap.ces.census.gov/>

Table 2-7: Work Commute Distances for Costa Mesa’s Residents (2018)

Work Destinations for Costa Mesa’s Residents	Number	Percentage
Less than 10 miles	29,690	56.9%
10 to 24 miles	10,223	19.6%
25 to 50 miles	7,272	13.9%
Greater than 50 miles	4,953	9.5%
Total	52,138	100%

Note: <https://onthemap.ces.census.gov/>

Development Trends

Costa Mesa is located within a dense part of southern Orange County that has experienced significant growth and development over the past 30 years. In the past 10 years, the population of the City has grown by approximately 5%. The 2015 Costa Mesa General Plan Land Use Element identifies approximately 87 acres of the 8,042 net acres in the City (about 1%) that are vacant or underutilized. Most of the underutilized properties include agricultural uses, which are considered temporary, as the lands are entitled for development by the North Costa Mesa Specific Plan⁵. The potential for infill development is focused on areas of vacant or underutilized properties or redevelopment in areas with existing development. Through the City’s existing planning processes, much of the new development/redevelopment will incorporate the latest code requirements and meet the most up-to-date standards to ensure higher levels of safety and resilience for residents and businesses. The challenge for existing developments within the City focuses on the best way to continue the operation of aging structures while ensuring improvement in the properties and structures that increase occupants' safety. The Development Services Department is currently overseeing two major developments undergoing construction, including a 393-unit apartment project on Anton Blvd and a 200-unit apartment project on Harbor Blvd. Other smaller projects are occurring throughout the City, with several focused along Newport Blvd., Bristol St., and Harbor Blvd., which are major economic corridors within the City. The growth of the cannabis industry will create further development opportunities for the city. **Figure 2-1** depicts the Costa mesa General Plan Land Use Map.

Major Community Elements

Residential Uses

With a population of approximately 113,000 residents, the City has a diverse residential base. The City has structures that date back to the 1800s, and over 4,000 properties were constructed before 1954. Homes in older neighborhoods may require retrofit improvements

⁵ Land Use Element, City of Costa Mesa General Plan
http://ftp.costamesaca.gov/costamesaca/generalplan2015-2035/adopted/02_FinalDraftLandUseElement_02-2016.pdf

to reduce risks from natural hazards and bring them into compliance with current building practices and requirements.

Institutional Uses (Schools and Universities)

Education is a major component of the City's identity. Vanguard University, Orange Coast College, and Coastline Community College are located within the City, which has a combined enrollment (in person and online) of 75,000 students. These institutions can greatly increase the City's daytime population, impacting roadways, infrastructure, and community services. Costa Mesa is also home to Newport Mesa School District, Orange County Department of Education, numerous private schools, and trade and vocational schools, which contribute to the educational footprint in the city whether it is through in person instruction or via an online platform.

South Coast Plaza

The largest shopping center on the West Coast of the United States, with sales of over \$1.5 billion annually, making it one of the highest-grossing retail centers in the United States. This center has nearly 2.8 million square feet of gross leasable areas that annually receive an estimated 24 million visitors. Located adjacent to Interstate 405 in an area called South Coast Metro, which includes portions of Costa Mesa and Santa Ana, South Coast Plaza is a major economic driver for the City.

OC Fair and Event Center

The OC Fair and Event Center is a 150-acre event venue within Costa Mesa that hosts over 150 events annually, attracting over 4.3 million visitors to the City. This site is home to the Orange County Fair (a 23-day event); Centennial Farm, an Equestrian Center; Costa Mesa Speedway; Pacific Amphitheater; and Heroes Hall, a museum commemorating the Santa Ana Army Air Base.

Segerstrom Center for the Arts

Formerly known as the Orange County Performing Arts Center, the Segerstrom Center for the Arts was renamed in 2011 to honor the Segerstrom family (owners of South Coast Plaza). This facility is one of the most nationally respected multi-disciplinary cultural institutions, home to multiple theaters and concert halls, including the 3,000 seat Segerstrom Hall and 2,000 seat Renee and Henry Segerstrom Concert Hall, home to the William J. Gillespie Concert Organ. The campus also includes various educational institutions dedicated to the arts, venues for learning and culture, and places for gathering. The Center is also the new site for the Orange County Museum of Art, further solidifying the City's goal of being a beacon for culture throughout southern California.

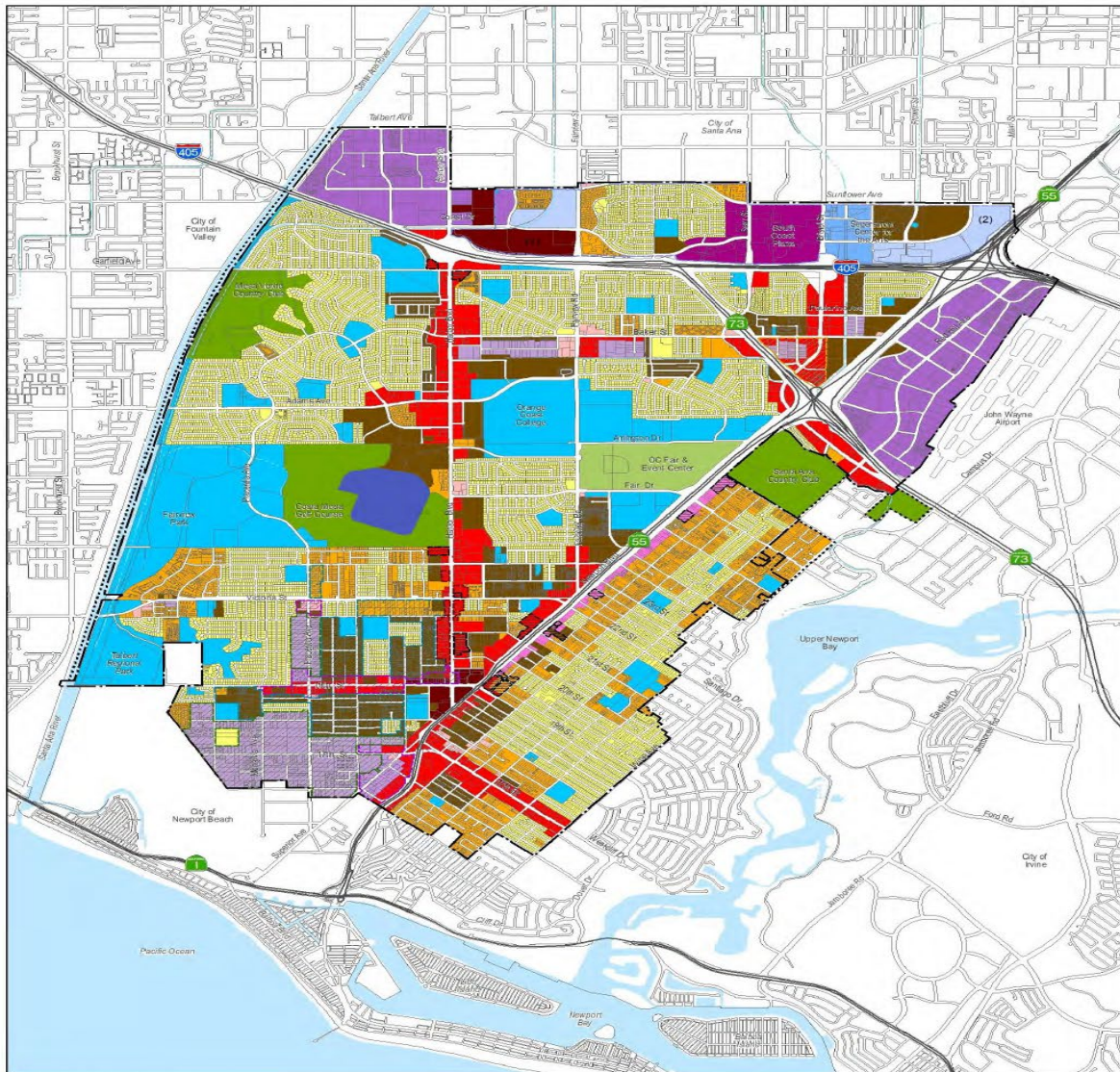
Open Space

In addition to the significant development within the City, Costa Mesa has taken great steps towards open space preservation and enhancement. The City has thirty parks and two community gardens. The City has actively worked to preserve and manage open space resources and understands the value of these assets within the community.

Fairview Developmental Center

Fairview Developmental Center (FDC), located on 114 acres of state-owned land in Costa Mesa, opened in 1959 and served people with developmental and intellectual disabilities. FDC was one of four State-operated facilities within the State of California’s Department of Developmental Services (DDS) and was a multi-disciplinary, service-oriented residential facility licensed by the California Department of Public Health. This facility is now closed and no longer supports these populations.

Figure 2-1: Costa Mesa General Plan Land Use Map



General Plan Land Uses <ul style="list-style-type: none"> Low Density Residential (8 du/ac) Medium Density Residential (12 du/ac) High Density Residential (20 du/ac) Commercial-Residential (17.4 du/ac) Neighborhood Commercial General Commercial Commercial Center Regional Commercial Multi-Use Center (6 to 40 du/ac) Urban Center Commercial Cultural Arts Center Light Industrial Industrial park Golf Course Fairgrounds Public/Institutional 		Land Use Overlays <ul style="list-style-type: none"> Residential Incentive Overlay (40 du/ac) Harbor Mixed-Use Overlay (20 du/ac; 1.25 FAR) SoBECA Mixed-Use Overlay (40 du/ac)* * Not to exceed 450 units 	Boundaries <ul style="list-style-type: none"> City Boundary Sphere of Influence
Urban Plans and Specific Plan <ul style="list-style-type: none"> 19 West Urban Plan Mesa West Bluffs Urban Plan Mesa West Residential North Costa Mesa Specific Plan 		<ul style="list-style-type: none"> (1) Segerstrom Home Ranch (2) Sakioka Site (Lot 2) 	

0 1,000 2,000 4,000 6,000 8,000 Feet
 Source: City of Costa Mesa, 2016.
 Date: June 2016

Infrastructure Assessment

Infrastructure plays a vital role in mitigating the effects of hazard events. When infrastructure fails, it can exacerbate the extent of certain hazards or create complications for first responders trying to reach victims. For example, fallen utility poles from strong wind events or earthquakes can obstruct roadways and prevent emergency vehicles from reaching affected areas. The following information identifies electrical, fossil fuel, hydrologic, and transportation infrastructure in Costa Mesa.

Electricity

Costa Mesa receives its electrical distribution from Southern California Edison (SCE). Three electrical substations are located within the City, and two additional substations are located in neighboring cities. These substations connect 33 kilovolt (kV) and 92kV powerlines that run east to west and north to south through the City. These powerlines bring electricity to Costa Mesa residents and businesses from power plants throughout the region. While these connections help Costa Mesa access electricity sources, a large regional failure of the power grid would likely disrupt businesses and residents within the City.

Public Safety Power Shutoff

The State's investor-owned utilities have general authority to shut off the electric power to protect public safety under California law. Utilities exercise this authority during severe wildfire threat conditions as a preventative measure of last resort through Public Safety Power Shutoffs (PSPS).

The City has begun preparation for PSPS events by understanding the potential circuits that could be impacted and the needs of special populations that may be affected by these events. These incidents typically occur during high fire threat conditions (i.e., dry conditions and strong winds) and may affect communities far away from any actively occurring fires. There are no identified SCE circuits within the City that could undergo PSPS de-energization; however, impacts in the future could affect residents and businesses depending on the location of future events and the populations that may be affected.

While the City does not anticipate being directly affected at this time, it is anticipated that City resources may be affected if surrounding communities experience PSPS events and relocate temporarily into the City until the event subsides. Based on these potential effects, the City recognizes the need to prioritize energy enhancements like backup power generation at City facilities to ensure residents, businesses, and visitors can be accommodated if needed.

Fossil Fuel

Petroleum-based infrastructure is prolific throughout southern California. The region's history of oil extraction has led to the development of large refineries and storage sites. The nearest refineries to Costa Mesa are located 21 miles away in the South Bay region of adjacent Los Angeles County. There are six large refineries, all located within 2.5 miles of each other, which include:

- Marathon Petroleum Corp., Carson Refinery
- Chevron U.S.A. Inc., El Segundo Refinery
- PBF Energy, Torrance Refinery
- Phillips 66, Wilmington Refinery
- Valero Energy, Wilmington Refinery
- Valero Wilmington Asphalt Refinery

These refineries have a capacity to process over 1 million barrels per day and are considered some of the most productive in California, having refined, by some estimates, nearly 1.2 trillion barrels of oil since production in the area began in 1932. ⁶ Kinder Morgan owns and manages a petroleum pipeline within the City that connects the greater LA Basin to the San Diego region.

Natural gas production also occurs in the Southern California region, with multiple transmission pipelines located in and around the City. The Southern California Gas Company (SoCalGas) provides natural gas to Costa Mesa and surrounding jurisdictions. One transmission line crosses the City from east to west, eventually splitting into two high-pressure distribution lines which deliver gas to large portions of the City. ⁷ If damage to these lines were to occur, interruption of gas deliveries could occur. Since natural gas ignites easily, if the damage involves the rupture of gas lines, properties in the vicinity of the leak could be damaged by either explosion or fire. The presence of this infrastructure creates unique challenges and concerns for emergency management personnel.

Water and Wastewater

Water in Costa Mesa is primarily provided by the Mesa Water District (Mesa), which services 110,000 residents in an 18-square mile service area, including most of the City of Costa Mesa, parts of Newport Beach, and John Wayne Airport. Small areas in the eastern portion of the City are served by Irvine Ranch Water District. The expansion of the Mesa Water Reliability Facility has allowed Mesa to provide one hundred percent of Costa Mesa's overall water supply from local groundwater supplies pumped from Orange County's groundwater basin.

Mesa is committed to the continued investment in and proactive maintenance of its infrastructure, which pumps, treats, and delivers over 5 billion gallons per year of quality drinking water to homes and businesses in its service area. Mesa owns and maintains 317 miles of pipeline, 5,139 mainline valves, 3,383 fire hydrants, two booster pump stations, seven wells, three reservoirs, and the Mesa Water Reliability Facility features nanofiltration technology for water treatment. ⁸

Wastewater in Costa Mesa travels through the Costa Mesa Sanitary District (CMSD) collection system to the Orange County Sanitation District Water Reclamation Plant, where it is treated through the reclamation process for use in landscaping and agricultural

⁶ United States Geological Survey. 2013. "Remaining Recoverable Petroleum in Ten Giant Oil Fields of the Los Angeles Basin, Southern California." <https://pubs.usgs.gov/fs/2012/3120/fs2012-3120.pdf>

⁷ [Gas Transmission Pipeline – SoCal Gas](#)

⁸ Orange County Water and Wastewater Multi-Jurisdictional Hazard Mitigation Plan. August 2019. https://www.mwdoc.com/wp-content/uploads/2019/08/J_MesaWaterDistrict_Annex.pdf

irrigation, and other non-potable water uses. The CMSD is a proud member of the Orange County Sanitation District.⁹

Transportation

Much of the transportation infrastructure in Costa Mesa consists of roadways for automobiles, but there are many modes of travel into and out of the City. For non-motorized travel, the City has an extensive network of pedestrian trails and bicycle paths.

One Interstate (I-405) and two State Routes (SR 55 and SR 73) connect Costa Mesa to the greater Southern California region. All interchanges from these facilities connect to major thoroughfares within the City. **Table 2-9** identifies the freeways that connect to the City of Costa Mesa and the City’s local transportation network.

Table 2-9: City of Costa Mesa Transportation Infrastructure

Freeways in Costa Mesa	Direction	Exits Serving the City of Costa Mesa
I-405	North South	Exit 11B, Harbor Boulevard; Exit 11A, Fairview Road; and Exit 10, California 73 (Corona del Mar Freeway) south to the San Joaquin Hills Transportation Corridor
SR-55	North-South	Exit 4, Fair Drive and Del Mar Avenue and Exit 3, 22nd Street and Victoria Street, Southbound California 55, reaches the southern end of the freeway in Costa Mesa. At the end of the freeway, California 55 meets a traffic signal at 19th Street. As California 55 plies through Costa Mesa, it will pass by a variety of traffic signals before entering the city of Newport Beach. Southbound California 55 shifts from the Costa Mesa Freeway onto Newport Boulevard.
SR-73	North-West/South-East	Exit 17B, Bear Street. The next exit is Exit 17A, California 55 south

The Orange County Transportation Authority (OCTA) provides public transportation within Costa Mesa, which provides several bus routes servicing local Costa Mesa neighborhoods and neighboring cities in Orange County.

Although John Wayne Airport is not located inside the City limits, it does border the City, tucked between SR 55, SR 73, and I-405, on the northeast edge of the City. Additionally, the John Wayne Administration Offices are located in Costa Mesa. John Wayne plays a unique and crucial transportation role in Orange County as the only airport that provides commercial passenger and air cargo service and is the primary provider of general aviation services and facilities in Orange County.

⁹ Costa Mesa Sanitary District. “Sewer Systems Facts and Statistics.” <https://www.cmsdca.gov/index.php/wastewater>

Chapter 3 – Hazard Assessment

This chapter discusses the types of hazards that might reasonably occur in Costa Mesa. It describes these hazards and how they are measured, where they may occur, a history of these hazards in and around the City, and the future risk they pose. The discussion of future risks includes changes to the frequency, intensity, and/or location of these hazards due to climate change. This chapter also discusses how the Hazard Mitigation Planning Committee (HMPC) selected and prioritized this Plan's hazards.

Hazard Identification

FEMA guidance identifies several hazards that communities should evaluate for inclusion in a hazard mitigation plan. Communities may also consider additional hazards for their plans. The HMPC reviewed an extensive list of hazards and excluded those that do not threaten Costa Mesa. **Table 3-1** lists the hazards considered and explains the reasoning for inclusion/exclusion. For context, this table also shows if a hazard is recommended for consideration by FEMA, if it is included in the 2018 California State Hazard Mitigation Plan (SHMP), and if it is included in the Orange County Hazard Mitigation Plan (OC HMP). This table does not include all potential impacts, the table is based upon FEMA and State guidance, and the impacts that are most probable to occur within Costa Mesa. As a result, some hazard like war or foreign invasion are better addressed at the Federal level.

Table 3-1: Hazard Evaluation for Costa Mesa LHMP

Hazard	Recommended for Consideration	Included in this LHMP?	Reason for Inclusion or Exclusion
Agricultural Pests	SHMP	No	Costa Mesa has minimal agricultural uses within the City that contribute to the economy. Approximately 30 acres of the City are used for agricultural purposes, however concerns regarding agricultural pests are not a significant concern citywide.
Air Pollution	SHMP	No	Air pollution is a state and regional issue that is addressed through plans and regulations administered by the South Coast Air Quality Management District and/or California Air Resources Board. Since the City has little control over regulating air quality, this hazard was not included.
Aircraft Incident	SHMP	Yes	The City is located adjacent to John Wayne Airport. Given this proximity and past incidents associated with aircraft, the HMPC determined that this hazard should be included in the plan.
Aquatic Invasive Species	SHMP	No	There are no major water bodies or riparian environments in Costa Mesa where invasive aquatic species could endanger the community.

Avalanche	FEMA guidance SHMP	No	Costa Mesa is located along the coastal plain of Orange County. There is no potential for avalanches to occur within the City.
Civil Disturbance or Riot	SHMP	Yes	The HMPC determined that civil disturbances of the degree that could endanger property or the life of residents or visitors could occur, especially in locations of the City where large populations visit/congregate (Orange County Fairgrounds, Segerstrom Center of the Arts, The Pacific Amphitheatre, South Coast Plaza, etc.).
Climate Change	SHMP OC HMP	Yes	Climate change is a concern identified by the HMPC and has been included within each hazard profile, where relevant.
Coastal Flooding and Storm	FEMA guidance SHMP	No	Costa Mesa is located within the coastal plain of Orange County; however, the City is several miles from the actual coastline. Based on this distance, coastal flooding and storms are not a concern for the City. The portions of the community closest to the coast are located along an elevated bluff that is not subject to coastal flooding.
Cyber Threats	SHMP	Yes	With the increase in cyber threats occurring throughout California and the nation, the HMPC considers them serious in nature, requiring evaluation.
Dam Failure	FEMA guidance SHMP OC HMP	Yes	Although there are no dams located within the City, the Santiago Creek Dam and Prado Dam are located upstream from the City and have the potential to inundate the City if failure were to occur. Due to this potential, the HMPC identified dam failure as a hazard of concern.
Drought	SHMP OC HMP	Yes	Droughts are a recurring and potentially severe hazard in Costa Mesa and can affect city water supplies. Given the prevalence of droughts within the western US, the HMPC identified drought as a hazard of concern to be addressed in this LHMP.
Energy Shortage	SHMP	Yes	Costa Mesa does not produce its own electricity and relies on Southern California Edison and So Cal Gas for electricity and natural gas, respectively. With the heightened concern over future PSPS events and the potential for electricity shortages during peak demand conditions, the HMPC identified energy shortage as a hazard of concern.
Epidemic, Pandemic, Vector-Borne Disease	SHMP	Yes	Costa Mesa is in Orange County, which has experienced several health-related incidents in the past. It is within proximity to a major airport, major attractions (i.e., Disneyland, etc.), and educational institutions, which have

			the potential to introduce new diseases to the region. The current COVID-19 global pandemic affecting the City has impacted staff and resources, which is why the HMPC identified this hazard for inclusion.
Erosion	FEMA guidance SHMP	Yes	The City has several locations where unstable bluffs have experienced erosion in the past. The presence of these conditions is the reason the HMPC identified the inclusion of this hazard of concern.
Expansive Soil	FEMA guidance	Yes	Soils that have expansion potential have been identified within the City and have been included for discussion within this LHMP.
Extreme Cold	FEMA guidance SHMP	No	Temperatures in Costa Mesa do not fall to a level that would be considered a danger to public safety.
Extreme Heat	FEMA guidance SHMP	Yes	Extreme heat conditions have occurred in the City and are expected to be a future recurring issue.
Fault Rupture	FEMA guidance SHMP OC HMP	Yes	There are no known Alquist-Priolo Special Study Zones located within the City; however, splays of the Newport Inglewood Fault are identified within the City. As a result, the HMPC identifies fault rupture as a potential hazard of concern.
Flooding	FEMA guidance SHMP	Yes	The City is located on the banks and levees of the Santa Ana River and is identified within FEMA flood hazard zones. While significant flooding events have not affected properties within the City, the presence of these flood zones indicates the potential for future hazards.
Fracking	SHMP	No	Fracking does not occur in Costa Mesa.
Hail	FEMA guidance	No	Hail that is severe enough to pose a threat to people and property is not a concern identified by the HMPC.
Hazardous Materials release	SHMP	Yes	Locations that store, manufacture, and dispose of hazardous materials within the City are a concern for the HMPC. In addition, several major transportation routes through the City are used to transport these materials, which could impact properties and people if a release into the environment were to occur.
Hurricane	FEMA guidance SHMP	No	Hurricanes do not occur in Costa Mesa.
Infrastructure Failure	SHMP	No	Infrastructure failure poses a threat to people and property in Costa Mesa. A discussion of infrastructure failure is discussed as a function of other hazards.
Landslide	FEMA guidance SHMP	Yes	Areas with erosion potential within the City may be prone to landslides. As a result, the

			HMPC identified this as a hazard of concern within the plan.
Levee Failure	SHMP	Yes	Levees protect portions of the City adjacent to the Santa Ana River. The HMPC identified flooding and dam failure as concerns, which include levee failure.
Lightning	FEMA guidance	No	Although lightning occasionally occurs in Costa Mesa, it does not pose a significant threat to people or property.
Liquefaction	FEMA guidance SHMP OC HMP	Yes	According to the California Geological Survey, portions of the City are located within liquefaction-prone areas. Based on this mapping, the HMPC identified liquefaction as a hazard of concern.
Methane-containing Soils	OC HMP	Yes	The City is underlain by soils containing peat and other organic compounds that produce methane, which can threaten the public health and safety of residents and businesses. The HMPC identified concerns regarding these soils for inclusion in the plan.
Natural Gas Pipeline Hazards	SHMP	Yes	Natural gas transmission pipelines are located within the City and could pose a danger to people and property if they breach and release their contents into the community. This hazard is discussed in the Hazardous Materials Release profile.
Oil Spills	SHMP	Yes	The City is located in an area of historic oil extraction, and several idle or abandoned oil wells are located throughout the community. Due to the history of oil extraction, the HMPC identified this as a hazard of concern.
Power Failure	SHMP	Yes	Given prior events that have occurred in the City and the threat of future events (especially PSPS events), the HMPC identified this as a hazard of concern. This, along with energy shortage, is discussed within the Human-Caused Hazards profile.
Radiological Accidents	SHMP	No	There are no known major radiation sources in Costa Mesa or the immediate surrounding area that could pose a serious threat to the community.
Sea-level Rise	FEMA guidance SHMP	No	While Costa Mesa is not considered a coastal community, the city's southern portion is located on bluffs less than a mile from the coast. The HMPC did not consider this a hazard of concern.
Seiche	FEMA guidance SHMP	No	There are no major bodies of water in Costa Mesa that could be subjected to seiche.
Seismic Shaking	FEMA guidance SHMP OC HMP	Yes	Costa Mesa is in a seismically active area where shaking can be severe enough to damage property or cause loss of life. For this

			reason, the HMPC determined it should be addressed in this plan.
Severe Wind	FEMA guidance	Yes	Severe Weather includes discussions regarding extreme heat, severe wind, and rain, which are weather-related hazards that are most common in Costa Mesa.
Severe Weather and Storms	FEMA guidance SHMP OC HMP	Yes	Severe Weather includes discussions regarding extreme heat, severe wind, and rain, which are weather-related hazards that are most common in Costa Mesa.
Space Weather		Yes	Space Weather hazards involve the interaction of solar winds with the Earth's atmosphere. These winds carry significant amounts of energy that can affect satellites and electrical infrastructure. This hazard is addressed in the Energy Shortage/Power Failure profile.
Storm Surge	FEMA guidance	No	The HMPC did not identify this as a hazard of concern since the City is located nearly one mile from the California coastline.
Subsidence	FEMA guidance	No	The HMPC did not identify subsidence as a hazard of concern for the City.
Mass-Casualty Incident (Terrorism)	SHMP	Yes	The HMPC identified mass-casualty incidents and terrorism as potential threats of concern. This hazard is addressed in the Human-Caused Hazards section.
Thunderstorm	SHMP	No	Thunderstorms that cause damage and endanger public safety are rare in the Southern California region.
Tornadoes	FEMA guidance SHMP	No	Tornadoes were not considered a hazard that could impact the City as was not included in this LHMP.
Transportation Accidents	SHMP	No	While numerous major transportation corridors are located in and around the City, the HMPC did not identify this hazard as a concern for this plan.
Tree Mortality	SHMP	Yes	The HMPC noted that the City's trees are a significant asset at risk. Tree Mortality is discussed within the Diseases and Pests hazard profile.
Tsunami	FEMA guidance SHMP	No	The HMPC did not identify tsunamis as a hazard of concern due to the lack of inundation zones within the City.
Urban Fire	SHMP OC HMP	Yes	The HMPC identified urban fires as a risk to property and life in Costa Mesa. A discussion of this topic is included in the urban fire hazard profile.
Volcano	SHMP	No	There are no volcanoes near Costa Mesa to reasonably pose a threat.
Wildfire	FEMA guidance SHMP	No	The HMPC did not identify wildfire as a major threat to the City and was not included in this plan.

After hazard evaluation and the organizational changes made by the Committee, this Plan discusses 11 broad hazard types with their respective sub-categories:

HAZARD TYPE	SUB-CATEGORIES
Aircraft Incident	
Diseases and Pests	Epidemic/Vector-Borne Disease Tree Mortality
Drought	
Energy/Power Shortage	Space Weather
Flooding	Flooding Dam/Levee Failure
Geological Hazards	Expansive Soil Erosion Landslide Methane-Containing Soils
Hazardous Materials	Hazardous Material Release Oil Spills Natural Gas Pipeline
Human-Caused Hazards	Terrorism/Mass Casualty Incident (MCI) Civil Disturbance/Riot Cyber Threats
Seismic Hazards	Fault Rupture Seismic Shaking Liquefaction
Severe Weather	Extreme Heat Severe Wind Rain
Urban Fire	

Hazard Scoring and Prioritization

The Committee followed FEMA guidance for hazard mitigation plans and prioritized each of the 11 hazards. In the initial step, it assigned a score of 1 to 4 for each of the hazards for the following criteria:

- Probability:** The likelihood that the hazard will occur in Costa Mesa in the future.
- Location:** The size of the area that the hazard would affect.
- Maximum probable extent:** The severity of the direct damage of the hazard to Costa Mesa.
- Secondary impacts:** The severity of indirect damage of the hazard to Costa Mesa.

The Committee assigned a weighting value to each criterion, giving a higher weight to the criteria deemed more important, and multiplied the score for each criterion by weighing the factor to determine the overall score for each criterion.

The weighting values were recommended by FEMA:

- Probability: 2.0
- Location: 0.8
- Maximum probable extent: 0.7
- Secondary impacts: 0.5

Table 3-2 shows the Criterion Scoring used to assign a score for each criterion.

Table 3-2: Criterion Scoring			
Probability		Maximum Probably Extent (Primary Impact)	
THE ESTIMATED LIKELIHOOD OF OCCURRENCE BASED ON HISTORICAL DATA.		THE ANTICIPATED DAMAGE TO A TYPICAL STRUCTURE IN THE COMMUNITY.	
Probability	Score	Impact	Score
Unlikely—less than a 1 percent chance each year.	1	Weak—little to no damage	1
Occasional—a 1 to 10 percent chance each year.	2	Moderate—some damage, loss of service for days	2
Likely—a 10 to 90 percent chance each year.	3	Severe—devastating damage, loss of service for months	3
Highly likely—more than a 90 percent chance each year.	4	Extreme—catastrophic damage, uninhabitable conditions	4
Location		Secondary Impact	
The projected area of the community affected by the hazard.		The estimated secondary impacts to the community at large.	
Affected Area	Score	Impact	Score
Negligible—affects less than 10 percent of the planning area.	1	Negligible—no loss of function, downtime, and/or evacuations	1
Limited—affects 10 to 25 percent of the planning area.	2	Limited—minimal loss of functions, downtime, and/or evacuations	2
Significant—affects 25 to 75 percent of the planning area.	3	Moderate—some loss of functions, downtime, and/or evacuations	3
Extensive—affects more than 75 percent of the planning area.	4	High—major loss of functions, downtime, and/or evacuations	4

After calculating the total impact score for each hazard (sum of the location, maximum probable extent, and the secondary impact). FEMA guidance recommends multiplying the total impact score by the overall probability to determine the final score for each hazard. A final score between 0 and 12 is considered a low-threat hazard, 12.1 to 42 is a medium-threat hazard, and a score above 42 is considered a high-threat hazard. This final score determines the prioritization of the hazards.



Earthquakes are high priority hazards because they are likely to happen, affect a wide area, and can be very damaging. Source Image: LA Times.

Table 3-3 shows each hazard's individual criterion scores, final score, and threat level based on the above prioritization process.

Table 3-3: Hazard Scores and Threat Level

Hazard Type*	Probability	Impact			Total Score	Hazard Planning Consideration
		LOCATION	PRIMARY IMPACT	SECONDARY IMPACTS		
Seismic Hazards ¹	4	4	4	4	64.00	High
Human-Caused Hazards ²	4	3	3	4	52.00	High
Energy/Power ³ Shortage	4	3	3	4	52.00	High
Severe Weather ⁴	4	3	3	3	48.00	High
Disease and Pests ⁵	3	3	3	3	36.00	Medium
Drought	3	3	2	3	31.80	Medium
Flooding ⁶	3	1	3	3	26.40	Medium
Geologic Hazards ⁷	2	2	3	3	20.80	Medium
Urban Fire	2	2	3	3	20.80	Medium
Aircraft Accident	2	2	3	2	18.80	Medium
Hazardous Materials ⁸	2	2	2	3	18.00	Medium

* Climate Change considerations discussed as appropriate within each hazard.

1 Seismic Hazards includes: Fault Rupture, Seismic Shaking, Liquefaction

2 Human-Caused Hazards includes: Mass-Casualty Incidents (Terrorism), Civil Disturbance/Riot, and Cyber Threats

3 Energy/Power Shortage incidents are considered independent events and not related to another hazard incident.

4 Severe Weather includes: Extreme Heat, Severe Wind, Rain

5 Diseases Pests includes: Epidemic/Vector-Borne Diseases and Tree Mortality

6 Flooding includes: Flooding and Dam/Levee Failure

7 Geologic Hazards includes: Expansive Soils, Landslides, Methane Containing Soils, and Subsidence

8 Hazardous Materials includes: Hazardous Materials Release, Oil Spills, and Natural Gas Pipelines

Hazard Profiles

Aircraft Hazards

DESCRIPTION

Aircraft hazards address both aircraft incidents and aircraft accidents. An aircraft incident/accident refers to when an airborne vehicle, such as an airplane, helicopter, or airship, experiences failure to the degree that people on the ground are endangered by the aircraft. This could be the result of human error, inclement weather, deferred maintenance, design flaw, equipment failure, or, in a worst-case scenario, a collision.

Location and Extent

Costa Mesa has no airports within its boundaries, but it is located adjacent to a major international airport serving southern California. In addition, numerous regional and international airports are located within 50 miles of the City. The presence of so many

airport facilities cause a high amount of traffic in the airways above the City. The following are airports near Costa Mesa that create air traffic (distances from the Civic Center):

- John Wayne Airport (SNA), 4 miles, located between the cities of Costa Mesa, Irvine, Santa Ana, and Newport Beach.
- Fullerton Municipal Airport (FMA), 20.1 miles
- Long Beach Municipal Airport (LGB), 20.8 miles
- Los Angeles International Airport (LAX), 39.9 miles
- Ontario International Airport (ONT), 45.8 miles

In addition to the public airports that operate in the region, Joint Forces Training Base Los Alamitos is also located within 20 miles of the City. This facility is actively used for military training purposes; however, the frequency of flights is anticipated to be less than the amount from airports like SNA.

To better understand the differences between an aircraft accident and aircraft incident, which is based on Title 49 of the Code of Federal Regulations Part 830, §830.2:

An **Accident** is an occurrence associated with the operation of an aircraft that:

- Occurs between when the first boarding person enters the aircraft – with the intention of flight –and the last person disembarks.
- Results in death or serious injury, or
- Causes substantial damage to the aircraft.

An **Incident** is an occurrence that does not trigger any of the criteria identified for an accident but affects or could affect the safety of operations.

PAST EVENTS

The City of Costa Mesa borders John Wayne Airport, which has suffered numerous accidents/incidents in the past. According to the National Transportation Safety Board (NTSB), John Wayne Airport experienced 62 accidents and six incidents over a 36-year period. **Table 3-4** provides an overview of the past events that have occurred with flights originating or landing at John Wayne Airport.

Table 3-4: John Wayne Airport Aircraft Accident Statistics (1982-2018)

Accident	62	91.2%
Incident	6	8.8%
Fatal Accidents	14	22.6%
Fatality Range	1 to 5	N/A
Aircraft Destroyed	13	N/A
Total Fatal Injuries	37	5.1%
Total Serious Injuries	7	1.0%
Total Minor Injuries	16	2.2%
Total Uninjured	666	91.7%

Source: https://www.nts.gov/_layouts/nts.aviation/index.aspx

Based on this data, less than 10% of individuals involved in an accident suffered an injury. Based on this dataset, an average of two aircraft accidents/ incidents per year have occurred from John Wayne Airport.

Notable historic aircraft accidents within Orange County include the following:

June 5, 1935: A Stinson SM-6000 Trimotor made an unscheduled landing at a residence on the northeast corner of West Bay Street and Harbor Boulevard. There were no serious injuries.

September 25, 1978: A Boeing 727 from LAX to Lindbergh Field (now San Diego International Airport) collided mid-air with a small, private plane during its final approach to the runway. The collision destroyed the small plane and disabled one of the 727's engines, causing it to veer off course and pitch downward, crashing into a residential area in San Diego's North Park neighborhood. 22 homes were destroyed, and 144 people were killed, which included 135 aircraft passengers and crew, two onboard the small plane, and seven people on the ground. It is considered the deadliest aviation incident in California history.¹⁰

August 31, 1986: A DC-9 jetliner collided with a smaller aircraft. Neither craft was destroyed in the air, but the operability of both aircraft was compromised, causing them to fall more than 6,000 feet from their flight paths, eventually crashing into a housing tract in Cerritos. Sixteen homes were destroyed, and 15 residents in the area of the impact were killed.¹¹

Notable recent aircraft accidents/incidents within Orange County include the following:

June 30, 2017: A small plane crashed on the 405 Freeway in Costa Mesa near John Wayne Airport shortly after takeoff. No injuries or deaths occurred on the ground, but the freeway was shut down for many hours.

August 5, 2018: A small plane seemingly exhausted its fuel reserves and crashed into a strip mall parking lot in Santa Ana, CA, near SNA. No injuries or deaths occurred on the ground, but four parked vehicles were destroyed.¹²



Investigators look over the remains of a Cessna, right, that crashed into a parked car, left, in the parking lot of a shopping center in Santa Ana. (Photo by Mindy Schauer, Orange County Register/SCNG)

¹⁰ Lusher, A. September 2018. "PSA Flight 182 crash: how a routine commuter flight turned into an apocalyptic disaster." Independent. <https://www.independent.co.uk/news/world/americas/psa-flight-182-crash-san-diego-california-40-years-144-dead-cockpit-recording-transcript-plane-air-a8556676.html>

¹¹ Harrison, S. August 2016. "'Sledgehammer from the sky': Cerritos air disaster's long shadow." The Los Angeles Times. <https://www.latimes.com/local/lanow/la-me-cerritos-crash-retrospective-20160831-snap-story.html>

¹² August 2018. "Five Dead in Orange Count Cessna 414 Plane Crash." Baum Hedlund Artistei Golman. <https://www.baumhedlundlaw.com/aviation-accident/oc-cessna-414-plane-crash/>

February 3, 2019: A pilot of a small plane lost control of the aircraft and crashed into a housing tract in Yorba Linda, CA, destroying two homes and killing four people on the ground.¹³

In addition to accidents/incidents associated with John Wayne Airport, **Table 3-5** identifies the aircraft accident and incident statistics for events that have occurred in the City.

Table 3-5 Costa Mesa Aircraft Accident Statistics (1962-2007)

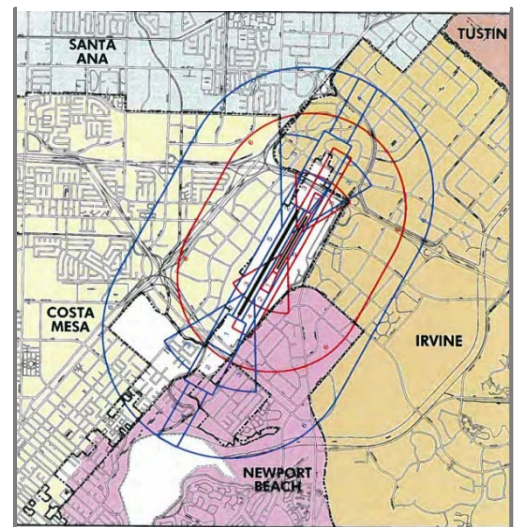
Fatal Accidents	6	67%
Non-Fatal Accidents	3	33%
Fatality Range	1 to 5	N/A
Aircraft Destroyed	3	67%
Total Fatal Injuries	15	N/A
Total Serious Injuries	N/A	N/A
Total Minor Injuries	N/A	N/A
Total Uninjured	N/A	N/A

Source: https://www.nts.gov/_layouts/ntsb.aviation/index.aspx

RISK OF FUTURE EVENTS

Given the high volume of air traffic in the area, the possibility of an aircraft incident occurring in Costa Mesa will continue to exist. Based on historical events, it is anticipated that future impacts will be similar in nature. A key component to aircraft incident safety is the administration of the Airport Environs Land Use Plan for John Wayne Airport (**Figure 3-1**). This plan identifies the height restrictions and safety zones that require land-use restrictions to minimize potential impacts. Future land-use decisions that adhere to these restrictions and plan accordingly will help reduce future impacts associated with aircraft incidents. While these efforts can assist in reducing impacts on the ground, there is little that can be done to reduce the impacts associated with aircrafts flying overhead under normal flight conditions. The risk associated with these types of hazards is like other parts of Orange County and southern California.

Figure 3-1: John Wayne Airport Safety Zones



CLIMATE CHANGE CONSIDERATIONS

There is no direct link between aircraft hazards and climate change; therefore, it is not anticipated that future impacts would be affected by changing climatic conditions.

¹³ Maxouris, C., Sterling, J., Hackney, D. and Vera, A. February 2019. “4 people killed when plane crashed into Yorba Linda home identified.” CNN. <https://www.cnn.com/2019/02/07/us/yorba-linda-victims-identified/index.html>

Disease and Pests

Disease and Pest hazards discussed in this hazard profile include Epidemic/Pandemic/Vector-Borne Disease and Tree Mortality.

DESCRIPTION

A disease is a serious type of illness that affects an organism (trees, the human body, etc.) to the degree that normal activities can become more hampered, difficult, or even impaired. In serious cases, diseases can result in significant damage or even death. For humans, some diseases only affect the infected person—in which case the disease would be considered non-contagious. For example, a person can be infected with Lyme Disease by interacting with an animal infected with ticks, but the infected person cannot then spread Lyme Disease to another person. Diseases that are spread from one person to the next are described as being contagious. While both non-contagious and contagious diseases can affect residents of the City, contagious diseases are particularly concerning since they can result in multiple cases of the same disease if proper precautions are not taken.

Pests are organisms whose presence is generally considered a nuisance due to the effects on public health and property damage they can cause. Examples of pests include mice, rats, mosquitoes, and invasive insects that cause damage to natural assets (trees). These organisms can be vectors, or transmitters, of disease which can spread between animals and humans. Occasionally, the disease may spread first to an intermediary, like a domesticated animal, where it may evolve into a form that can survive in humans. These kinds of vector-borne diseases are known as zoonoses. Apart from posing risks to public health, pests can also damage property, such as trees or other landscaped areas, either by directly consuming the plant material or spreading infectious diseases. In serious cases, pests can cause the death of the tree or plant specimen they are infesting.

EPIDEMIC/PANDEMIC/VECTOR-BORNE DISEASE

There are two general classifications to describe the geographic spread of disease. An epidemic is an infectious disease that spreads beyond a localized area, reaching people throughout a large region. A pandemic is an infectious disease that spreads around the world. When a disease is described as vector-borne, it refers to the medium of infection through a third-party organism (i.e., mosquito) known as a vector. Both epidemic and pandemic diseases can be described as vector-borne if the infection takes place through a vector. The two main factors that influence the spread of disease are the speed at which the pathogen is transmitted from person to person in addition to human behaviors, both individual and societal.

The following are some diseases and pests that could affect the population of Costa Mesa:

COVID – 19 is the common name used for the Novel Coronavirus Disease 2019, first identified in Wuhan, China, in December 2019. The particular coronavirus strain associated with COVID-19 is called SARS-CoV-2. Coronaviruses are a large family of viruses common in people and many different species of animals, including camels, cattle, cats, and bats. A wide range of COVID-19 symptoms have been reported – ranging from mild symptoms to severe illness that can appear 2-14 days after exposure to the virus. Symptoms reported include

coughing, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, and/or new loss of taste or smell.¹⁴

Influenza (the flu) is a virus that leads to illness in humans. Symptoms of the flu include fever, cough, headache, sore throat, muscle and joint pain, or runny nose. Given that the flu virus is constantly mutating, it is exceptionally difficult to create a vaccine that protects against all strains of the virus. These variations of the flu can occasionally give rise to particularly deadly strains, such as the H1N1 strain that emerged in 2009. Currently, the flu is one of the common diseases around the world, leading to as many as 650,000 deaths per year.¹⁵

West Nile Virus is a disease originally from Africa that was first reported in the U.S. in 1999. West Nile Virus is a vector-borne disease, with transmission occurring because of mosquito bites from the *aedes aegypti*. Most people who are infected do not display symptoms or feel sick. Those who display symptoms most often experience high fever, headache, neck stiffness, tiredness, or tremors. More severe symptoms include coma and paralysis. Vulnerable populations, primarily the elderly, may die as a result of their infections. There is currently no vaccine for the virus.¹⁶

Zika Virus is a disease originally from Uganda that began spreading globally in 2016. Zika is a vector-borne disease that is primarily transmitted from person to person via mosquito bites. Most infected people do not experience symptoms; when symptoms occur, they potentially include fever, headache, or muscle pain. Zika rarely results in death. Researchers have discovered that Zika virus infections in pregnant women can sometimes result in microcephaly, a condition where babies are born with small heads. Babies born with microcephaly may die as a result of their physical condition.¹⁷



An Asian Tiger Mosquito, which may attack during the day, bites its host. Image from San Diego County News Center.

Mosquitoes are parasitic insects that feed on the blood of mammals, including humans. They use a needle-like part of their mouth, called the proboscis, to breach the epidermis and reach the blood vessels beneath the skin. As mosquitoes withdraw the blood from their host, they can potentially transfer infectious diseases they are carrying to the host. Only certain diseases may be transmitted by mosquitoes. The Human Immunodeficiency Virus (HIV), for example, cannot be transferred from human to human since HIV cannot survive in mosquitoes. The

¹⁴ Coronavirus Disease 2019 (COVID-19)

<https://www.cdc.gov/nndss/conditions/coronavirus-disease-2019-covid-19/case-definition/2020/08/05/>

¹⁵ Hartl, G. December 2017. Up to 650,000 people die of respiratory diseases linked to seasonal flu each year. World Health Organization. <https://www.who.int/news-room/detail/14-12-2017-up-to-650-000-people-die-of-respiratory-diseases-linked-to-seasonal-flu-each-year>

¹⁶ Center for Disease Control and Prevention. December 2018. West Nile Virus: <https://www.cdc.gov/westnile/index.html>

¹⁷ Center for Disease Control and Prevention. March 2019. Zika Virus <https://www.cdc.gov/zika/about/overview.html>

Zika or West Nile viruses, on the other hand, are highly transmissible infections via mosquitoes, and this is the most common form of transmission.¹⁸

Mice and rats are small rodents that can transmit disease or be a vector for other disease-carrying organisms. The most well-known and historical example of this is the Bubonic Plague. In the 14th Century, mice and rats infested with fleas traveled to Europe from Asia. The fleas carried the Bubonic Plague in their bodies and transmitted the infection to human populations as the fleas left the rats and mice for new human hosts.¹⁹

TREE MORTALITY

The entirety of a city's trees is generally referred to as an urban forest. These trees may be publicly owned or maintained, such as trees in a public park or street median, or privately owned, such as the ornamental trees found in a property owner's landscaping. Urban forests represent important assets for a city as they provide shade, which helps keep the community cool. They also provide aesthetic beauty to a community and help humans feel calm and less stressed. Tree mortality refers to the death of numerous tree specimens in a forest, including urban forests. The death of a tree represents a significant loss since trees are expensive and require extensive time and care to be properly raised. Tree mortality may result from numerous causes, including but not limited to extreme heat, uprooting from severe weather, over-or under-irrigation, or chemical contamination. Like other living beings, trees are also subject to vector-borne diseases spread by pests. These diseases can cause the tree to produce misshapen fruit or discolored leaves. The disease can also kill the tree over an extended period. Pests that cause tree mortality are of concern since they may be difficult to detect and quarantine.

Xylella is a plant disease caused by a bacterium called *Xylella fastidiosa*. This disease affects several species of broadleaved trees such as grape, coffee, citrus, and olive trees. The host plant is affected when Xylella invades its water-conducting systems and eventually restricts or blocks water and nutrient movement through the plant. Severe Xylella infections can cause stunting and the eventual death of infected trees.²⁰

Pests that are currently afflicting trees in Orange County include the following:

Asian Citrus Psyllid (ACP): Carries a plant disease known as Huanglongbing, or citrus greening disease, which kills citrus trees. Costa Mesa is in the quarantine area for this pest.

¹⁸ Centers for Disease Control and Prevention. March 2016. NIOSH: West Nile Virus.

<https://www.cdc.gov/niosh/topics/outdoor/mosquito-borne/westnile.html>

¹⁹ Centers for Disease Control and Prevention. November 2018. History of Plague.

<https://www.cdc.gov/plague/history/index.html>

²⁰ Forest Research. 2021. <https://www.forestresearch.gov.uk/tools-and-resources/pest-and-disease-resources/xylella-xylella-fastidiosa/#:~:text=Xylella%20is%20a%20plant%20disease,and%20many%20herbaceous%20plant%20species>.

Gold Spotted Oak Borer (GSOB): Burrow into oak trees, killing the tree over time.

Invasive Shot Hole Borer (ISHB): Burrow into all kinds of native trees in all kinds of settings, including urban areas. These insects carry the *Fusarium Dieback* fungus, which kills the tree.²¹



Invasive Shot Hole Borer. Image courtesy of Arborjet.com

LOCATION AND EXTENT

EPIDEMIC/PANDEMIC/VECTOR-BORNE DISEASE

While any location in Costa Mesa is susceptible to experiencing the spread of disease, locations where many people gather are more likely to facilitate the spread of disease. These include large employment centers, educational institutions, medical facilities, and shopping centers. Costa Mesa has several smaller medical facilities (urgent care, family medicine, etc.) but is located within five miles of several large hospitals (Kaiser, Fountain Valley Regional, and Hoag), where high populations of individuals with infectious diseases could congregate. In addition, large commercial and employment areas like South Coast Plaza, the Orange County Fairgrounds, and various educational institutions are highly trafficked by many different people, which could increase the spread of disease.

Vector-borne diseases can only be spread where there is a link between the pest and the human population that could be infected. Areas where pests gather could pose a greater danger to humans who live nearby or visit regularly. Mosquitoes, for example, are known to congregate around pools of standing water as this is where they lay their eggs. Any pools or other bodies of standing water in Costa Mesa likely pose an increased risk to anyone who regularly spends time near these locations of being bitten by a mosquito and potentially being infected by a mosquito-borne disease.

Zoonoses can be spread in any location where there is regular contact between animals and humans. The most common places for zoonoses to develop are livestock farms or other similar agricultural facilities. While Costa Mesa has limited uses that include livestock, the annual Orange County Fair is an event that could increase the potential spread of diseases since so many visitors come to the City and a high density of livestock is located within the fairgrounds during this event.

Few diseases have a formal measuring scale to evaluate their severity or extent. Influenza, more commonly known as the flu, is measured by the Pandemic Influenza Phases scale established by the World Health Organization (WHO). **Table 3-6** describes the various phases of Influenza infection over time.

²¹OrangeCountyFireAuthority.2018.Ready,SetGo,Newsflash!

https://www.ocfa.org/Uploads/SafetyPrograms/OCFA%20Newsflash_Tree%20Pests_3-Page%20Version.pdf

Table 3-6: Pandemic Influenza Phases

Phase	Description
Phase 1	No animal influenza virus is known to have caused infection in people.
Phase 2	An animal influenza virus has caused infection in people. There is a potential pandemic threat.
Phase 3	An animal influenza virus has caused occasional infections or infections in small groups. There may be limited human-to-human transmission, but nothing large enough to sustain community-level outbreaks.
Phase 4	Human-to-human transmission can sustain community-level outbreaks. There is a significantly higher risk of a pandemic.
Phase 5	Human-to-human transmission in at least two countries in the same region. A pandemic is likely imminent.
Phase 6	Human-to-human transmission in at least two countries in the same region and in at least one other country outside of the region. A pandemic is underway.
Post-peak	Transmission levels are declining below peak levels, although second waves may occur, and transmission could return to previous levels or higher.
Post-pandemic	Transmission levels have returned to normal levels for seasonal influenza outbreaks.

Source: World Health Organization. 2019. WHO Pandemic Phase Descriptions and Main Actions by Phase.

https://www.who.int/influenza/resources/documents/pandemic_phase_descriptions_and_actions.pdf

TREE MORTALITY

Any tree has the potential to be infested by pests that could result in the tree's death. This means all areas of Costa Mesa that are landscaped with trees could experience tree mortality. These areas include parks, landscaped parkways, street medians, schools, and private homes or businesses. Trees could also die because of other hazards. For example, an exceptionally severe drought that dramatically reduces the amount of water available for landscaping in Costa Mesa could deprive trees of the irrigation they require for their survival. Non-native or non-drought adapted specimens would most likely be the first trees affected; however, native species could also be affected, depending on the severity of the conditions. Multiple hazards could also combine to cause tree mortality. For instance, a prolonged drought coupled with a significant windstorm could damage or destroy trees if their root systems could no longer withstand the windspeeds exerted.

There is no universally accepted scale for measuring tree mortality, but the U.S. Forest Service identifies a general model that compares the aggregate number of tree deaths in relation to the aggregate number of trees surviving over a specified period. Additionally, a meta-analysis of tree mortality studies reveals that most trees in urban forests have an average lifespan lasting between 19 to 28 years and that the mortality rate among these trees is 3.5 to 5.1 percent per year. If tree mortality rates occur at a higher rate than this or if newly planted specimens are dying before 19 years, it could indicate that the City's trees are afflicted by disease, pests, or other issues. For trees affected by shot hole borer pests, **Table 3-7** identifies the damage rating metrics used by the University of California Integrated Pest Management guidelines.

Table 3-7 UC Integrated Pest Management Guidelines for Shot Hole Boring Pests

Damage	Invasive Pest Quantity
Minor	Under 25 Hits
Moderate	Under 75 Hits
High	76+ Hits

PAST EVENTS

EPIDEMIC/PANDEMIC/VECTOR-BORNE DISEASE

While local information on diseases and pests for Costa Mesa is not available, Orange County has been impacted by localized disease outbreaks. The following are notable instances of diseases and pests that have occurred within Orange County:

H1N1 (Swine flu): The 2009 H1N1 pandemic spread around the world and caused deaths worldwide. Within the context of Orange County, there were 226 cases requiring intensive care and 57 cases where the infection resulted in the patient's death.²²

Measles: A 2015 localized outbreak of measles began at Disneyland in Anaheim. Patient zero was not discovered, but the most likely cause of the outbreak was a visit to the theme park by a person who was a carrier of measles. This likely leads to measles infections to other visitors who were not vaccinated against the measles virus, most of whom were minors. By the end of 2015, OCHCA reported 35 instances of measles infections within the County. By 2016, all cases had been successfully treated, and the outbreak was eradicated.^{23 24}

West Nile Virus: In 2014, all of California experienced a sudden outbreak of West Nile Virus infections, with most cases occurring within Orange County. By the end of the year, the California Department of Public Health reported more than 263 cases, though Orange County reports an even higher number of 280.^{24, 25} One middle-aged man and two seniors died as a result of being infected. The number of cases decreased dramatically in 2015 to 97 cases, though this was still high compared to the rest of the 2013-2017 period. In 2017, the number of cases had decreased further to 38, and by 2018, the number of cases continued to fall to 12, the lowest number of West Nile Virus infections since 2012.²⁶

Zika Virus: In 2016, there were 30 reported cases of Zika Virus infections and 12 cases in 2017, an infection rate of 0.9% and 0.4%, respectively.²⁷ All these cases resulted from residents traveling to foreign countries where the virus was active and then was diagnosed with the

²² Orange County Health Care Agency. 2009. "Summary Report of the Orange County Health Care Agency."

<http://www1.ochca.com/ochcahealthinfo.com/docs/public/h1n1/2009-H1N1-summary.pdf>

²³ Center for Disease Control and Prevention. February 2015. Measles Outbreak – California, December 2014–February 2015.

<https://www.cdc.gov/mmwr/preview/mmwrhtml/mm6406a5.htm>

²⁴ Orange County Health Care Agency. 2017. Reportable Diseases & Conditions by Year, 2013–2017.

<http://www.ochcahealthinfo.com/civicax/filebank/blobdload.aspx?BlobID=76272>

²⁵ Westnile.ca.gov. 2014. 2014 WNV by County. http://westnile.ca.gov/case_counts.php?year=2014&option=print

²⁶ Health Care Agency. 2018. Reportable Diseases & Conditions by Year, 2013–2017.

<http://www.ochcahealthinfo.com/civicax/filebank/blobdload.aspx?BlobID=76272>

²⁷ Health Care Agency. 2018. Reportable Diseases & Conditions by Year, 2013–2017.

<http://www.ochcahealthinfo.com/civicax/filebank/blobdload.aspx?BlobID=76272>

infection upon their return. There has never been any locally acquired Zika infection that occurred within California itself.²⁸

COVID-19: In December 2019, COVID -19 was identified in Wuhan, China. As of July, 2022, COVID-19 has spread throughout the globe, with over 574 million confirmed cases and approximately 6.4 million deaths worldwide. There are over 90 million confirmed cases within the United States and over 1 million deaths resulting from the virus.^{28, 29} For Orange County, over 688,000 confirmed cases and over 7,000 deaths have been attributed to this virus.³⁰

TREE MORTALITY

GSOB and ISHB were first reported active in Southern California in 2012 and quickly spread across several counties. The ISHB first emerged in coastal areas and then spread inland, with the first specimens at the University of California campus, Irvine, identified in 2015. By 2018, ISHB spread throughout all the County.



The ISHB leaves behind small tunnels bored through the trunk of the host tree. Image from Monica Dimson.

The ACP has also been an ongoing risk to citrus trees in Southern California, where more than 500 cases have been reported as of 2018. As of 2019, the California Department of Food and Agriculture maintains a quarantine zone throughout certain sections of Los Angeles and Orange counties for any citrus trees infected with Huanglongbing. The City falls within this quarantine zone.³¹ There have also been reports of infection in Santa Ana in private residence citrus trees.

Although advisories are in place, there are no recorded instances of Huanglongbing in Costa Mesa. The current hotspot for this disease is in Anaheim, and Garden Grove, with a combined 446 trees, confirmed positive for the disease.³²

RISK OF FUTURE EVENTS

EPIDEMIC/ PANDEMIC/ VECTOR-BORNE DISEASE

Costa Mesa is almost certain to continue experiencing influenza-type infections in the future. As this disease has no completely effective vaccine, it is impossible to eradicate the illness from recurring in the City. Other diseases, such as measles, can only be contained as far as the general population continues receiving inoculations against the disease. If residents, workers of, or visitors to Costa Mesa, were to stop receiving vaccinations against

²⁸ California Department of Public Health. 2019. *What Californians Need to Know: Don't Bring Zika Home*. <https://www.cdph.ca.gov/Programs/CID/DCDC/pages/zika.aspx>

²⁹ Johns Hopkins University & Medicine. 2020. "Coronavirus Resource Center". <https://coronavirus.jhu.edu/map.html>

³⁰ Orange County Health Care Agency. 2020. "COVID-19 Case Counts and Testing Figures". <https://occovid19.ochealthinfo.com/coronavirus-in-oc>

³¹ California Dept. of Food and Agriculture. 2021. 2021 Huanglongbing Quarantine Map Overview. <https://www.cdafa.ca.gov/plant/hlb/regulation.html>

³² FarmProgress. 2020. "Huanglongbing continues to spread across southern California". <https://www.farmprogress.com/crop-disease/huanglongbing-continues-spread-across-southern-california>

preventable diseases, it could cause a resurgence of such diseases within the City. Recent cultural trends in Southern California suggest that some members of the public are choosing not to vaccinate their children, which corroborates this scenario.³³ While it is impossible to predict whether this anti-vaccination trend will gain traction in Costa Mesa, there are no current indications that significant numbers of people living, working, or visiting the City are not taking the necessary precautions against the threat of preventable disease, including vaccinations.

Vector-borne diseases of concern, like the West Nile or Zika viruses, are not native to California and thus are not expected to gain significant traction in the future. As all cases of Zika Virus infection have occurred among those who have traveled to countries where the risk of infection is high, it can be expected that there will always be some degree of Zika Virus infection in Costa Mesa if its residents, workers, and visitors travel to these countries. West Nile Virus infection rates tend to remain low, but there are periods when infection rates suddenly rise, generally a result of larger mosquito populations. If mosquito control measures are in place and effectively enforced, the infection rates in Costa Mesa are expected to remain low. If large numbers of residents or businesses do not follow proper procedures, the number of West Nile Virus cases could likely rise.

TREE MORTALITY

Given that no known instances of Huanglongbing have been reported in Costa Mesa, it is unlikely that a large outbreak would occur in the City. Citrus trees do not make up a large portion of the City's tree inventory; therefore, any incidents would most likely occur on private property. In Southern California, all cases of the disease have affected only citrus trees on private residences, avoiding commercial groves. It is anticipated that this same pattern would occur in Costa Mesa, with citrus trees located on private residences being affected.

Regarding invasive pests, the City is more concerned about ISHB, GSOB, and Palm Weevil. While the likelihood of a large outbreak is small within the City, it is understood that the only effective mitigation is the removal of severely infected trees and managing and monitoring those that are still considered viable and managing the spread of the infestation.

CLIMATE CHANGE CONSIDERATIONS

EPIDEMIC/ PANDEMIC/ VECTOR-BORNE DISEASE

Climate change generally will lead to the overall warming of the Southern California climate, which may cause insects, pests, and other vectors that carry disease to remain active for an extended part of the year. This possibility increases the threat of exposure to any infectious diseases that these pests carry. Additionally, vectors currently not active in Costa Mesa and Southern California-at-large may migrate into the area due to warmer temperatures. Mosquitoes carrying West Nile Virus and Zika Virus would have an extended range.³⁴ For

³³ Karlamangla, S. July 2018. "Pushback against immunization laws leaves some California schools vulnerable to outbreaks." Los Angeles Times. <https://www.latimes.com/local/lanow/la-me-ln-sears-vaccines-fight-20180713-story.html>

³⁴ McKenna, M. April 2017. "Why the Menace of Mosquitoes Will Only Get Worse." The New York Times. <https://www.nytimes.com/2017/04/20/magazine/why-the-menace-of-mosquitoes-will-only-get-worse.html>

more resources and information on the impact of climate change on vector borne disease read: [Climate Effects on Health | CDC](#) .

TREE MORTALITY

Tree Mortality is expected to increase under climate change conditions. Climate change will increase the likelihood of more severe and frequent episodes of drought, which could reduce the amount of water used for irrigation for Costa Mesa’s urban forest. When trees are under-irrigated, they become weaker and more vulnerable to infestation by pests.

In this scenario, trees in Costa Mesa would be more susceptible to infestation by ISHB, increasing the overall mortality rate of trees in the City.³⁵

Drought

DESCRIPTION

A drought is a period in which water supplies become scarce. This can occur for various reasons; in California, droughts occur when precipitation is limited for an extended period. The majority of rain arrives in California via atmospheric rivers (channels of moist air located high in the atmosphere). When these atmospheric rivers bring less than usual moisture to California, it can reduce the overall amount of precipitation that falls on the state. Rain also comes to California because of the El Niño Southern Oscillation (ENSO) cycle, a regional meteorological phenomenon in the southern Pacific Ocean consisting of variations in ocean water and air temperature. These variations give rise to two distinct phases known as El Niño, the warm and wet phase, or La Niña, the dry and cold phase.³⁶ When the La Niña phase is active, it can cause California to receive lower than normal precipitation levels. Drought may also occur when infrastructure connecting communities to long-distance water sources begin to fail. This can occur due to deferred maintenance or may be the result of a natural disaster. For example, many Southern California cities would experience drought conditions should the water sources supplying the State Water Project or Colorado Aqueduct experience drought conditions even if the City is not.



Shasta Lake Reservoir seen during the 1976-1977 drought. Image from Steve Fontanini

LOCATION AND EXTENT

Costa Mesa’s location makes the City prone to drought conditions. While many droughts can reduce water supplies in southern California, impacts to the City are considered indirect. The City’s water supplies are provided by the Mesa Water District (Mesa). “The expansion of the Mesa Water Reliability Facility has allowed Mesa to provide one hundred percent of Costa Mesa’s overall water supply from local groundwater supplies, pumped from Orange

³⁵ Southern California Oak Woodland Habitats. 2017. Climate change vulnerability assessment for the Southern California ClimateAdaptationProject.

http://climate.calcommons.org/sites/default/files/EcoAdapt_SoCal%20VA%20Synthesis_Oak%20Woodlands_FINAL_10Mar2017.pdf

³⁶ “What is ENSO?” <https://www.climate.gov/enso>

County’s natural groundwater basin and from a deeper, amber-tinted aquifer located in the Mesa Water’s service area.”³⁷ Mesa has also instituted water conservation practices and rules for its 110,000+ customers in Costa Mesa (a list of these water conservation requirements can be found [HERE](#)).³⁸ Given the unique characteristics of Mesa and its plentiful groundwater supply, drought conservation requirements, and little if any reliance on outside water sources, Costa Mesa is proactive in its drought prevention/maintenance approach. However, given California’s history of drought, the threat of drought is an ever-present potential hazard for Costa Mesa.

The U.S. Drought Monitor Classification Scheme is a common scale used to measure the impact of droughts in different communities across the United States. **Table 3-8** describes the category, description, and possible impacts associated with a drought event.

Table 3-8: U.S. Drought Monitor Classification Scheme

Category	Description	Possible Impacts
D0 *	Abnormally dry	Slower growth of crops and pastures.
D1	Moderate drought	Some damage to crops and pastures. Water bodies and wells are low. Some water shortages may occur or may be imminent. Voluntary water use restrictions can be requested.
D2	Severe drought	Likely crop and pasture losses. Water shortages are common, and water restrictions can be imposed.
D3	Extreme drought	Major crop and pasture losses. Widespread water shortages and restrictions.
D4	Exceptional drought	Exceptional and widespread crop and pasture losses. Emergency water shortages develop.

* D0 areas are those under “drought watch” but not technically in a drought. They are potentially heading into drought conditions or recovering from drought but not yet back to normal.

Source: US Drought Monitor. 2019. *Drought Classification*.

<https://droughtmonitor.unl.edu/AboutUSDM/AbouttheData/DroughtClassification.aspx>

PAST EVENTS

Costa Mesa, like the rest of California, has experienced many drought events throughout its history. Each event has been different, varying in length, severity, and frequency. One of the earliest recorded major droughts in state history is known as the “Great Drought,” which occurred in 1863 and 1864. This drought killed 46 percent of the cattle in the state and ultimately led to the decline of cattle ranching in the state.³⁹ The “Dustbowl Droughts,” lasting from 1928 to 1935, caused great impacts on the state’s agriculture. The effects of this drought were so severe that it sparked the movement to create some of California’s modern water irrigation drought infrastructure, such as the California Aqueduct. Another drought occurred in 1976 and 1977, which led to agricultural losses estimated at nearly \$1 billion. This drought led to water-saving practices that are still in effect today across the state. Further

³⁷ “Welcome to Mesa Water District” <https://www.mesawater.org/>

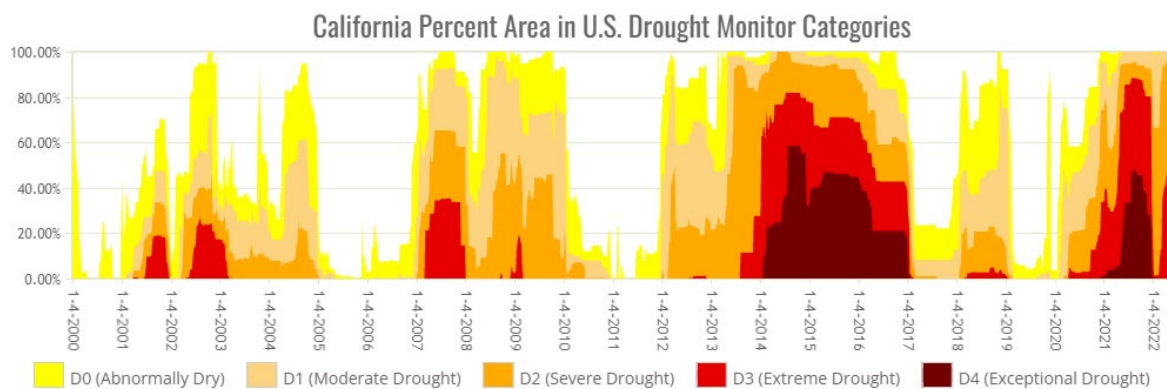
³⁸ “Water Conservation Ordinance and Watering Rules” <https://www.mesawater.org/save-water/conservation-requirements>

³⁹ Crawford, R. June 1991. “The Great Drought: Fickle Weather in 1860s Led to Breakdown of Cattle Industry.” *Los Angeles Times*. <https://www.latimes.com/archives/la-xpm-1991-06-13-nc-780-story.html>

water conservation practices were enacted during a drought lasting from 1987 to 1993, which caused agricultural damages at an estimated \$250 million each year.⁴⁰

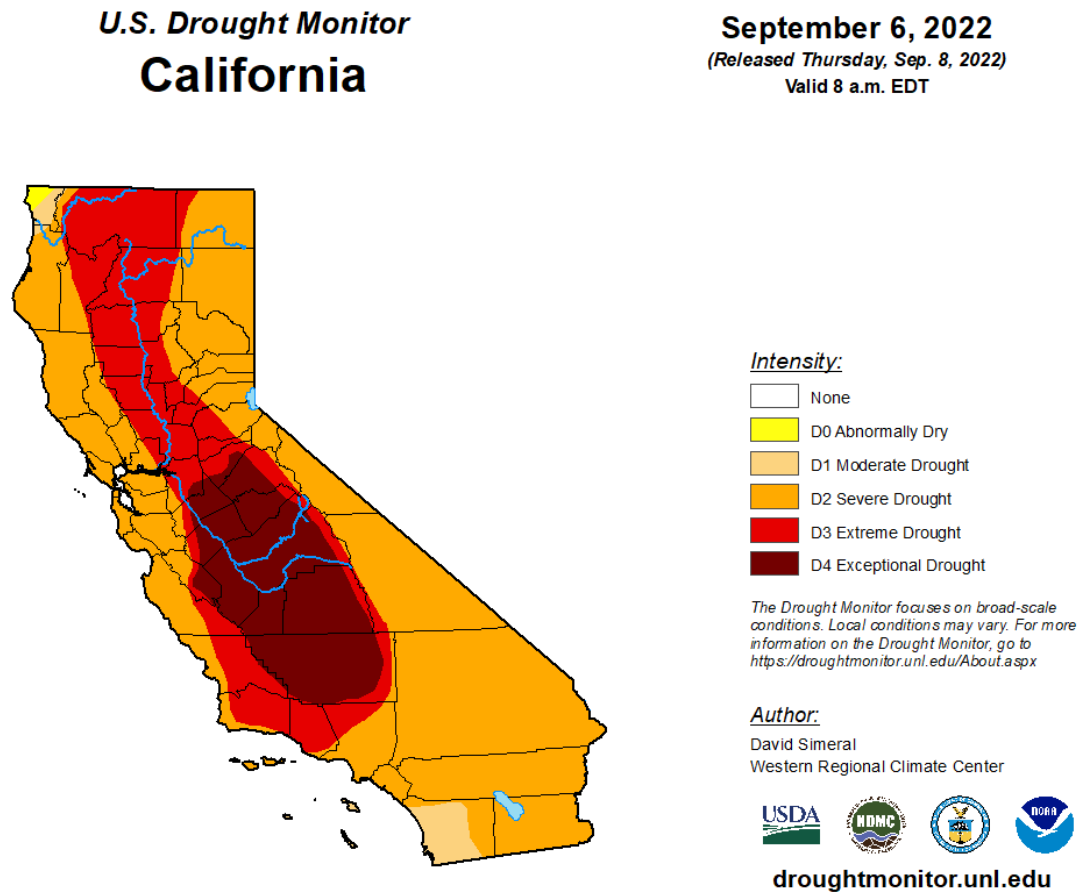
Until 2021, the most recent drought to hit California occurred in 2012 and lasted until 2017. All areas of the state were impacted, and by 2014 it was reported as the most severe drought in 1,200 years. **Figure 3-2** illustrates the severity of the drought conditions experienced over the past 20 years. By the summer of 2014, almost all of California was experiencing D2 (severe drought) conditions. Costa Mesa, all of Orange County, and more than 75 percent of California was reported as experiencing D4 (Exceptional Drought) conditions. By 2015, emergency water-saving mandates were enacted, requiring all jurisdictions to reduce water use by 25 percent. In late 2016 and early 2017, successive heavy rains helped end the drought conditions in the state. The following winter, in late 2017 and early 2018, rains did not return in the same quantity, and slight drought conditions returned across California. This moderate drought was again abated in the winter season of late 2018 and early 2019 when heavy rains ended any existing drought conditions. As of September 6 2022, the entire state is experiencing some form of drought, with approximately 40 percent of California experiencing D3 (Extreme Drought) and D4 (Exceptional Drought) conditions. Costa Mesa and all of Orange County are currently experiencing Severe Drought (D2) conditions, as depicted in **Figure 3-3**.

Figure 3-2: Drought History (2000-2022)



⁴⁰ Grad, S. and Harrison, S. April 2015. “3 crippling droughts that changed California.” *Los Angeles Times*. <https://www.latimes.com/local/california/la-me-california-retrospective-20150413-story.html>

Figure 3-3: Statewide Drought Conditions as of September 6, 2022



RISK OF FUTURE EVENTS

Drought will continue to be a foreseeable event in the future of California, including Costa Mesa. Since most droughts are almost entirely contingent on global weather phenomena, which vary from year to year, it is impossible to predict the frequency or severity of future drought events in Costa Mesa. Droughts that result from infrastructure failure are equally impossible to predict since the circumstances that lead to infrastructure failure are unique to each situation.

CLIMATE CHANGE CONSIDERATIONS

Climate change is anticipated to abate drought in certain situations; however, projections suggest that future drought events could become more frequent and intense in the future. In some cases, climate change-intensified weather patterns, like ENSO, may bring more rain to California and Costa Mesa, which would abate drought conditions. In other years, climate change may also prolong the La Niña phase of ENSO, which could lead to longer periods with no precipitation in California.

Climate change is also expected to increase the average temperature and cause more frequent and prolonged heat waves in the region. During these events, water supplies may be affected within the City. Hotter temperatures may also lead to increased surface water evaporation, which could lead to greater water consumption. If a drought occurs coupled

with heatwave events, additional strain could be placed on City infrastructure, including water supply.

From a regional perspective, warmer overall temperatures in California are anticipated to reduce statewide water supplies. Much of California's water comes from melted snow in the High Sierra. As the average temperature grows warmer with climate change, the precipitation that falls as snow is expected to shift towards rain. As less snow falls, the amount of melted water from the snowpack in the Sierra Nevada will decrease, reducing the water that will flow into the reservoirs and aqueducts that supply Southern California. While the City does not currently rely on water supplies from MWD, reductions in water availability could strain supplies for neighboring communities that do, impacting the quality and availability of water supplies within the Orange County Groundwater Basin, which could affect future water supplies.

Energy/Power Shortage

DESCRIPTION

An energy/power shortage is an event that occurs within an electric power system when the total real or reactive power of the power plants in the system is insufficient to supply all consumers with electric power of the required quality. These events are considered a lifeline system failure. These shortages or outages can be the primary hazard, or these events can be the direct result of another hazard, such as an earthquake, extreme weather event, or flood. These failures can also be in conjunction with other lifeline system failures such as natural gas, communication, drinking water, wastewater disposal, or transportation. Power shortages can exacerbate and or create detrimental effects on these various operational and lifeline systems. For this hazard profile discussion, energy/power shortage incidents are the primary hazard of concern; however, power failure associated with other hazard events is a concern for many of the other hazards profiled in this plan.

Generally, these power shortage events are the direct result of events beyond the control of the City. These events often occur during a time of extreme demand/need for power, such as an extreme heatwave that creates an enormous strain on the power grid as residents try to stay cool. Most of these energy outages are short-term in duration, but they can last for weeks if the situation is dire. There are three (3) types of power/energy shortages or outages; each of them is categorized based on duration and the actual effect of the shortage/outage event:

Permanent is a massive loss of power typically caused by fault on a powerline; however, power is restored automatically once the fault has been cleared.

Brownout is a sag (or drop) in voltage in an electrical power supply. They can cause poor performance of equipment or various operational systems.

Blackout is a total loss of power in an area and is the worst form of a power outage that can happen. Blackouts can last from a few minutes to multiple weeks, depending on the nature of the causing event and the configuration of the actual electric network.

Another cause for potential grid damage, energy/power outages are solar storms. According to the Department of Homeland Security, “Space Weather” is a naturally occurring phenomenon in which the sun releases solar flares, energetic particles and/or coronal mass ejections (CME). These events are known as solar storms. In particular, if a CME is directed towards Earth, it can interact with the Earth’s magnetic field and cause geomagnetic storms. Under these circumstances, extra currents, known as geo-magnetically induced currents (GIC), are created in the ground, impacting the electric grid. These GICs can cause widespread outages in two ways: First, they can cause permanent damage to critical grid components, such as high-voltage power transformers. This is of particular concern as high voltage transformers are not easily replaceable. Second, the GICs can cause voltage instability in the grid and cause the system voltage to collapse, resulting in a widespread but temporary outage.



Permanent damage to the Salem New Jersey Nuclear Plant GSU Transformer caused by the severe geomagnetic storm of March 13, 1989 (Credit: PSE&G).

Protecting the grid with localized GIC forecasting: The Space Weather Prediction Center currently provides regional-level space weather warnings and alerts at the National Oceanic and Atmospheric Administration. To enable more localized and precise GIC forecast levels, a forecasting tool is under development to provide grid owners and operators with actionable information. By providing accurate and tailored forecasts specific to a utility’s location and infrastructure, utility operators will be better informed to make operational decisions to mitigate the impacts of solar

storms. This can range from canceling maintenance work to temporarily shutting down vulnerable grid components and preventing permanent damage. Utilities will also be informed when it is “all clear” and safe to resume normal operations.⁴¹

Another potential cause of an energy/power shortage is the detonation of an EMP (Electromagnetic pulse) device. An EMP is designed to wreak as much havoc as a traditional bomb blast on society, however with less loss of life, since the blast results in power losses that can affect critical functions and facilities. According to researchers at the Foundation for Resilient Societies, the worst-case scenario EMP event would be a high-altitude nuclear detonation. This would create a series of blast waves that would ripple out and impact any electrical equipment on the ground, in the air, even in orbit. Much the same as a solar storm, the resulting EMP blast would send destructive currents raging through the electrical grid, crippling transformers, frying circuit breakers, and substations.⁴²

⁴¹ “DHS Science and Technology Directorate: Solar Storm Mitigation”

https://www.dhs.gov/sites/default/files/publications/Solar%20Storm%20Mitigation-508_0.pdf

⁴² “How We’ll Safeguard Earth From a Solar Storm Catastrophe” <https://www.nbcnews.com/mach/space/how-we-ll-safeguard-earth-solar-storm-catastrophe-n760021>

A Public Safety Power Shutoff (PSPS) is a practice that Southern California Edison (SCE, provider of electricity for Costa Mesa) and other utility companies may use to preemptively shut off power in high fire hazard areas to reduce fire risk during extreme and potentially dangerous weather conditions (hot, dry, and windy). According to the SCE⁴³, PSPS events are the option of last resort in a line of operational procedures employed to mitigate fire risk when conditions warrant. In considering whether to shut off power to lines in affected areas, SCE considers the following factors, which may include, but are not limited to:

- The National Weather Service has issued Red Flag Warnings* for counties that contain SCE circuits in High Fire Risk Areas.
- Ongoing assessments from the SCE in-house meteorologists regarding the local conditions related to wind speed, humidity, and temperature informed by strategically deployed weather stations.
- Real-time situational awareness information from highly trained personnel positioned locally in High Fire Risk Areas identified as at risk for extreme weather conditions.
- Input from SCE fire management experts regarding any ongoing firefighting efforts.
- Specific concerns from local and state fire authorities regarding the potential consequences of wildfires in select locations.
- Awareness of mandatory or voluntary evacuation orders in place.
- Expected impact of de-energizing circuits on essential services such as public safety agencies, water pumps, traffic controls, etc.
- Other operational considerations to minimize potential wildfire ignitions.

In advance of PSPS events, SCE will meet with local governments to inform them about the PSPS protocol, including the location of circuits in their jurisdictions that may be shut off during an event. Notification is provided to residents 48 hours before the potential PSPS event, with follow-up notification occurring 24 hours before the power is shut off. Communication notifications will be made throughout the outage when power has been shut off and then finally again when it is restored. However, as extreme weather can be unpredictable, sometimes advance notification and coordination do not conform to this protocol. Notification may occur by phone call, text, the SCE.com website, email, and/or social media accounts.⁴⁴

⁴³ Wildfire and PSPS Fact Sheets. <https://www.sce.com/wildfire/pmps>

⁴⁴ "SCE's 2020 Planning for Public Safety Power Shutoffs (PSPS)". <https://www.sce.com/sites/default/files/2020-06/SCE%E2%80%99s%202020%20PSPS%20Preparations.pdf>

LOCATION AND EXTENT

The entire city of Costa Mesa is vulnerable to energy/power shortages. Most power outage events, as stated earlier, are not necessarily human-caused in nature. An overwhelming demand for power due to accidents, equipment malfunction/failure, weather conditions, or other natural hazards the City is susceptible to can be the catalyst that creates a loss of energy/power. According to the California Energy Commission, electricity is transmitted and distributed to the City through a series of 220-287 kV transmission lines and 110-161 kV distribution lines (Figure 3-4).



Figure 3-4: Transmission lines of power for Costa Mesa, originating in the Huntington Beach (AES). Blue Line: 220-287KV, Gold Lines: 110-161KV. [Source](#)

Power loss/shortage can occur in only small areas of the city, such as a single location or neighborhood, or the entire grid could fail, causing the entire city to lose power suddenly. Power/energy loss is indiscriminate in who, where, or what it affects; however, locations with older infrastructure or infrastructure located above ground may be more susceptible to weather-related hazards. The duration of these power/energy shortages is completely dependent on the severity of the actual cause for the power loss and what is required to repair the issue or issues.

The electricity industry operated for years through utilities that were “vertically integrated,” meaning that they owned generation, transmission, and distribution, which typically had monopolies in their designated service areas. In 1996 the Federal Regulatory Commission issued orders 888 and 889 requiring utilities that own transmission infrastructure to provide nondiscriminatory access to all transmission customers. One way for a utility company to comply with this new requirement was to allow an independent system operator (ISO) to



Figure 3-5: All of the ISOs in North America

operate their transmission system for them. ISOs do not own the electricity transmitted over the grid, and they allow market participants to transmit electricity at the best available price. In 1998, because of Order 888 and CA state legislation AB 1890, the California ISO was incorporated as a nonprofit public benefit corporation to fulfill this mission. ISOs are often compared to air traffic controllers, as they independently manage the traffic on a power grid they do not own, much like air traffic

controllers manage airplane traffic in the airways and on airport runways.

The California ISO is one of nine independent system operators in North America (refer to **Figure 3-5**). Collectively, they deliver over 2.2 million gigawatt-hours of electricity each year

and oversee more than 26,000 miles of high-voltage power lines. These independent grid operators serve two-thirds of the United States.⁴⁵

Figure 3-6 identifies the PSPS circuits identified within Orange County. Based on this information, the City of Costa Mesa does not have any circuits that could be de-energized under this type of event. However, these circuits are strategically placed throughout Orange County to help mitigate the potential threat of wildfires in open space and forested areas. Even though no PSPS circuits are located within Costa Mesa, the City needs to anticipate and prepare for potential effects, including power degradation, an influx of people from neighboring communities/cities affected by power loss and/or evacuation and increased calls for service.

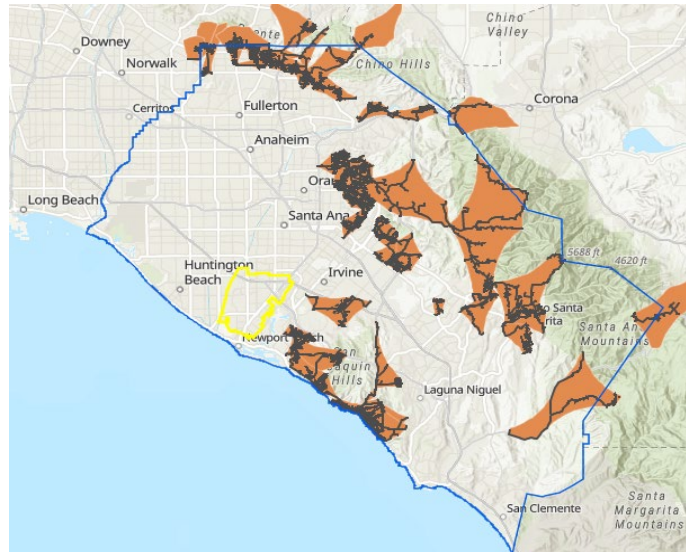


Figure 3-6: Yellow: City of Costa Mesa City Limits, Blue: Orange County Limits, Orange/Black: Area where PSPS circuits are in use.

PAST EVENTS

Small-scale power/energy loss frequently occurs throughout southern California due to maintenance and infrastructure failure. Energy shortages and blackouts tend to occur at a larger regional scale, affecting Costa Mesa residents and businesses depending on the failure location. California has experienced some major statewide and regional energy shortages due to various reasons, including:

- December 1982 (near Tracy, California)- Loss of a transmission tower, two (2) 500-kV lines, and a pair of 230-kV lines. Five (5) million people were impacted. (Equipment Failure)⁴⁶
- October 1989 (Loma Prieta Earthquake)- Loss of substations; 1.4 million people impacted (Seismic Event)⁴⁷
- August 1996 (region)- Cascading impacts from loss of power from 1996 North American Blackouts⁴⁸

⁴⁵ California ISO website: "ISO History" <http://www.caiso.com/about/Pages/OurBusiness/ISO-history.aspx>

⁴⁶ "The 3 Worst Power Outages in the History of the U.S." <https://www.a-1-electric.com/the-3-worst-power-outages-in-the-history-of-the-u-s/#:~:text=On%20December%2022nd%2C%201982,going%20without%20electricity%20for%20hours.>

⁴⁷ Eguchi, R. T.; Seligson, H. A. (1994), "Lifeline perspectives" Practical lessons from the Loma Prieta earthquake, National Academies Press,

⁴⁸ Venkatasubramanian, Mani V. (2003-08-20) "Analyzing Blackout Events: Experience from the Major Western Blackouts in 1996"

- December 1998 (San Francisco)- Loss of substations, impacting 350,000 buildings and 940,000 people. (Infrastructure failure, human error) ⁴⁹
- 2000 (statewide)- Power outages due to electricity crisis. ⁵⁰
- 2011 (Southwest Blackout)- Cascading impacts from the loss of power from the 23 distinct events that occurred on 5 separate power grids; impacted 1.4 million people. Largest power failure in California history. ⁵¹
- July 2017 (Los Angeles)- Explosion at power plant; causes widespread outages in San Fernando Valley ⁵²

Recently the City has experienced small-scale power outages that have affected City operations. While these events may have been rare in the past few decades due to the age of infrastructure and other factors, the City has begun to see more frequent events that have affected City operations and functions. In 2021, three small-scale events affected City facilities.

RISK OF FUTURE EVENTS

Today, several mechanisms are in place to monitor, manage and adapt to changing conditions and demands to help reduce and/or eliminate energy shortages. California and regional departments (California Independent System Operator- Cal ISO, Federal Energy Regulatory Commission- FERC, Western Electricity Coordinating Council- WECC, North American Electric Reliability Corporation- NERC, California Public Utilities Commission- CPUC, California Energy Commission- CEC) are focused on energy production, use, and management. Each agency plays a role in planning, managing, and coordinating the allocation of energy within the state of California.

Costa Mesa can experience a power/energy shortage at any time and place throughout the year. The probability of it occurring again will always be present, as the City is dependent on electricity to function.

CLIMATE CHANGE CONSIDERATIONS

Projections of changing climatic conditions through the end of the century suggest that the City should address future power/energy shortage concerns. While energy demands are not anticipated to increase significantly throughout the City (due to compliance with updated codes and requirements). However, electricity production occurs outside of the City, reducing opportunities for Costa Mesa to be energy independent. To better address energy/power failure current and future climate change mitigation and adaptation efforts in Costa Mesa should prioritize energy efficiency measures, generate energy locally from

⁴⁹ "Technician's error caused 1998 outage" <https://www.sfgate.com/bayarea/article/Technician-s-error-caused-1998-outage-1-death-2595806.php>

⁵⁰ Sweeney, James L. (Summer 2002) "The California Electricity Crisis: Lessons for the Future"

⁵¹ Medina, Jennifer (September 10, 2011) "Human Error Investigated in California Blackout's Spread to Six Million". The New York Times.

⁵² DWP Plant Explosion Causes Massive Power Outage In San Fernando Valley https://laist.com/2017/07/09/dwp_plant_explosion_causes_massive.php

clean and renewable sources and build reliability & redundancy using the latest technologies in energy storage and backup systems.

Flooding (Flood and Dam/Levee Failure)

For this plan, flooding hazards of concern within the City include Flooding and Dam/ Levee Failure.

DESCRIPTION

FLOODING

A flood occurs when land that does not normally have bodies of water becomes suddenly inundated. Flooding can occur after periods of heavy rainfall, whether it occurs as a single extreme episode or as a series of storms. Drainages and stream courses may flood their banks and shores if their capacity is exceeded by rainwater. When heavy rainfall hits an area where the ground is already saturated, the risk of flooding is high. In developed areas, the presence of pavement and other impervious surfaces means that the ground is less able to absorb water. As a result, rainwater must be carried away in storm channels or waterways.

Floods pose several threats to communities and public safety. Flooding can damage properties, destroy homes, and carry away vehicles or other large debris. Topsoil and vegetation can be swept away by floodwaters, leading to erosion. Floodwaters may impede the movement of people fleeing a flood or first responders attempting to reach people in need of help.

DAM FAILURE/LEVEE FAILURE

Dam and levee failure can result from several causes such as earthquakes, rapidly rising floodwaters, and structural design flaws. These hazards can occur instantaneously or very gradually, depending on the source of the failure. Inundation associated with these events has the potential to cause loss of life, damage property, and other ensuing hazards, as well as the displacement of persons residing in the inundation path.

According to the California Division of Safety of Dams (DSOD), a dam falls under their jurisdiction if its height is greater than six feet and impounds more than 50 acre-feet of water, or its height is greater than 25 feet and impounds 15 acre-feet of water. Based on these criteria, 1,537 dams fall under DSOD jurisdiction, 40 of which are located within Orange County.

Levees are human-made structures, usually an earthen embankment designed and constructed with sound engineering practices to contain, control, or divert the water flow to provide protection from temporary flooding. A levee is built parallel to a body of water, typically a river, to protect the lives and properties behind it. Currently, there are thousands of miles of levees across the United States. No levee provides full protection from flooding.⁵³

⁵³ <https://www.fema.gov/flood-maps/living-levees>

LOCATION AND EXTENT**FLOOD**

Flood events are measured by their likelihood of occurrence. For instance, a 100-year flood is a flood that has a 1 in 100 (1.0 percent) chance of occurring in any given year. A 500-year flood is a flood that has a 1 in 500 (0.2 percent) chance of occurring in any given year. The 100-year flood has been designated as the benchmark for major flood events, and thus 100-year floods are referred to as “base floods.”

Floodplains are areas that experience frequent flooding. **Figure 3-7** identifies the flood hazard zones within the City. While areas outside of these designated flood hazard areas can experience flooding, the most likely locations for future flooding are low-lying areas near bodies of water. FEMA is the governmental body responsible for designating which areas of the United States can be classified as floodplains and uses these three common designations:

- Special Flood Hazard Area: The area within a 100-year floodplain.
- Moderate Flood Hazard Area: The area outside of the 100-year floodplain but within the 500-year floodplain.
- Minimum Flood Hazard Area: The area outside of the 500-year floodplain.

Within these three designations, FEMA has multiple floodplain categories for each unique environment. **Table 3-9** shows these detailed floodplain categories.

“Costa Mesa sits alongside the Santa Ana River. This regional water feature presents a potential flooding hazard, as it drains Southern California’s largest watershed, originating in the San Bernardino Mountains and draining over 3,000 square miles. Significant flood control improvements have been installed along the river course, with the goal of protecting properties along its route from flooding hazards.”⁵⁴ Areas within the 100-year flood zone are located along the City’s western portion adjacent to the Santa Ana River, and the Greenville Banning Channel (within portions of the Talbert Nature Preserve). Areas within the 500-year flood zone such as the Santa Ana Delhi Channel, are located along the northeastern part of the City adjacent to Santa Ana and Irvine.

The National Flood Insurance Program provides floodplain mapping studies. Costa Mesa participates in the program by adopting FEMA-approved floodplain studies, maps, and regulations. These studies may be funded through federal grants; state, city, and regional agencies; and private parties. The program is designed for flood insurance and floodplain management applications.

⁵⁴ Costa Mesa General Plan: Safety Element S-13

Figure 3-7: Flood Hazard Zones

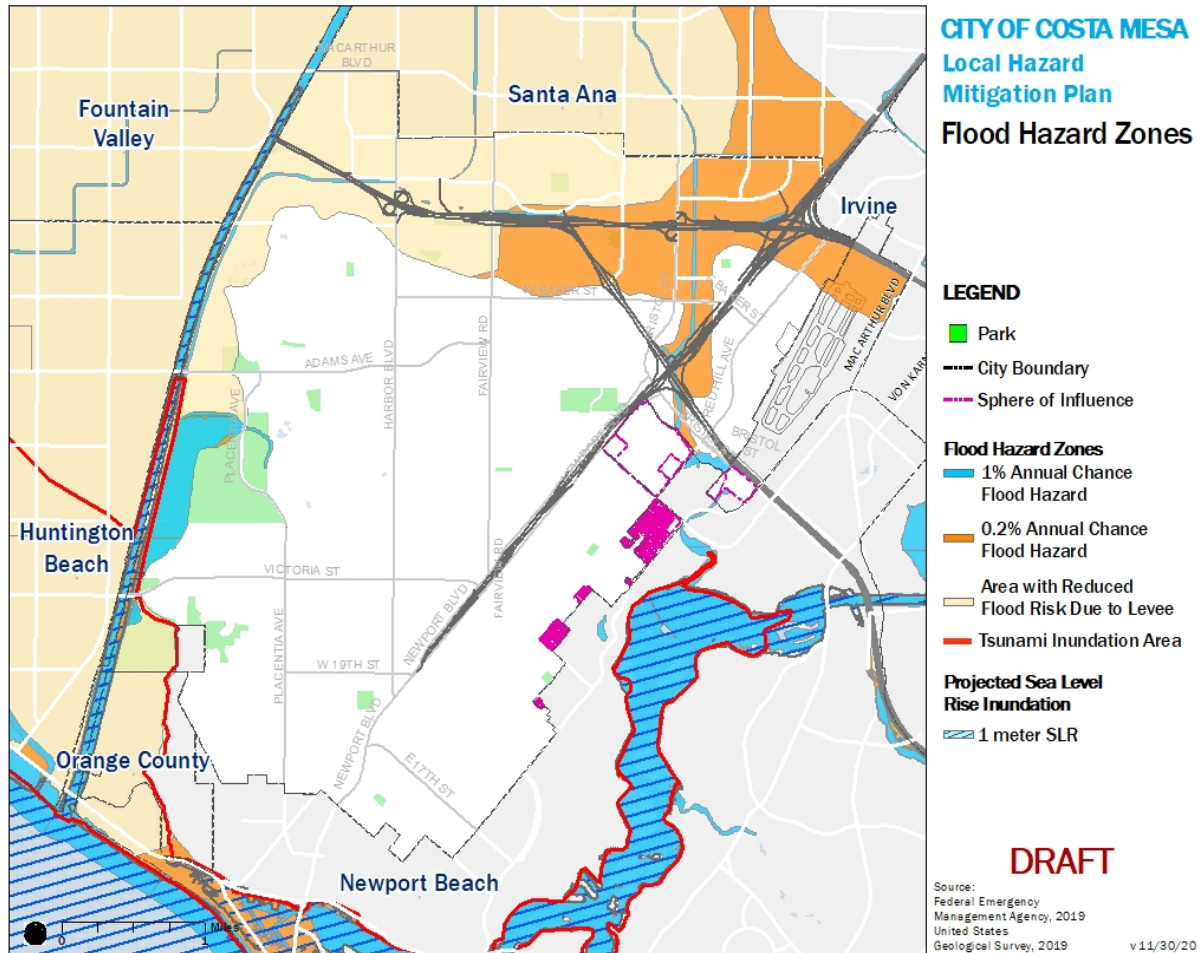


Table 3-9: FEMA Flood Plain Categories

Category	Description
A	Within a 100-year flood plain, but the water height of the 100-year flood is not known
A1-30	Within a 100-year flood plain and the water height of the 100-year flood is known
AO	Within a 100-year flood plain, and the water height of the 100-year flood is between one and three feet but not specifically known
A99	Within a 100-year flood plain, protected by flood protection infrastructures such as dams or levees
AH	Within a 100-year flood plain, and the water height of the 100-year flood is between one and three feet and is specifically known
AR	Within a 100-year flood plain, protected by flood protection infrastructure that is not currently effective but is being rebuilt to provide protection
V	Within a 100-year flood plain for coastal floods, but the water height of the flood is not known
V1-30 or VE	Within a 100-year flood plain for coastal floods and the water height of the flood is known
VO	Within a 100-year flood plain for shallow coastal floods with a height between one and three feet.
B	Within a 500-year flood plain or within a 100-year flood plain with a water height of less than one foot (found on older maps)
C	Outside of the 500-year flood plain (found on older maps)
X	Outside of the 500-year flood plain (found on newer maps)
X500	Within a 500-year flood plain, or within a 100-year flood plain with a water height less than one foot (found on newer maps)
D	Within an area with a potential and undetermined flood hazard
M	Within an area at risk of mudslides from a 100-year flood event
N	Within an area at risk of mudslides from a 500-year flood event
P	Within an area at risk of mudslides from a potential and undetermined flood event
E	Within an area at risk of erosion from a 100-year flood event

DAM FAILURE/LEEVE FAILURE

The Santiago Creek Dam, Villa Park Dam, and Prado Dam provide flood protection for numerous cities within Orange County, including Costa Mesa. **Figure 3-8** identifies the dam inundation areas within the City.

Prado Dam is located at the border of Orange and Riverside Counties, approximately 30 miles northeast of Costa Mesa. Dam construction was completed in 1941, and the U.S. Army Corps of Engineers (ACOE) continues to make phased improvements to the structure. Recent improvements include raising the dam by 28 feet and adding a new intake tower and outlet, which has added 140,000 acre-feet of capacity to the basin and increased the dam's level of protection to 190 years. Dams owned and maintained by the ACOE use the Dam Safety Action Classification (DSAC) rating system, displayed in **Table 3-10**. Prado Dam is classified as a Moderate Urgency of Action dam by the ACOE.

Santiago Creek Dam, located near Irvine, is approximately 15 miles north of the City. Constructed in 1931 by the Irvine Ranch Water District and Serrano Irrigation District, this dam is used for flood control, irrigation, and municipal water use. Dam inundation of downstream locations includes portions of Costa Mesa and several other Orange County Communities, as depicted in **Figure 3-8. Table 3-11** identifies the California Division of Safety of Dams Downstream Hazard Potential Classification, identifying Santiago Creek Dam as “extremely high” downstream hazard potential.

Villa Park Dam is located approximately 10 miles northeast of Costa Mesa. This dam was completed in 1963 by Orange County with the primary purpose of controlling flooding. Villa Park Dam has an “extremely high” downstream hazard potential classification, similar to Santiago Creek Dam.

Figure 3-8: Dam Inundation

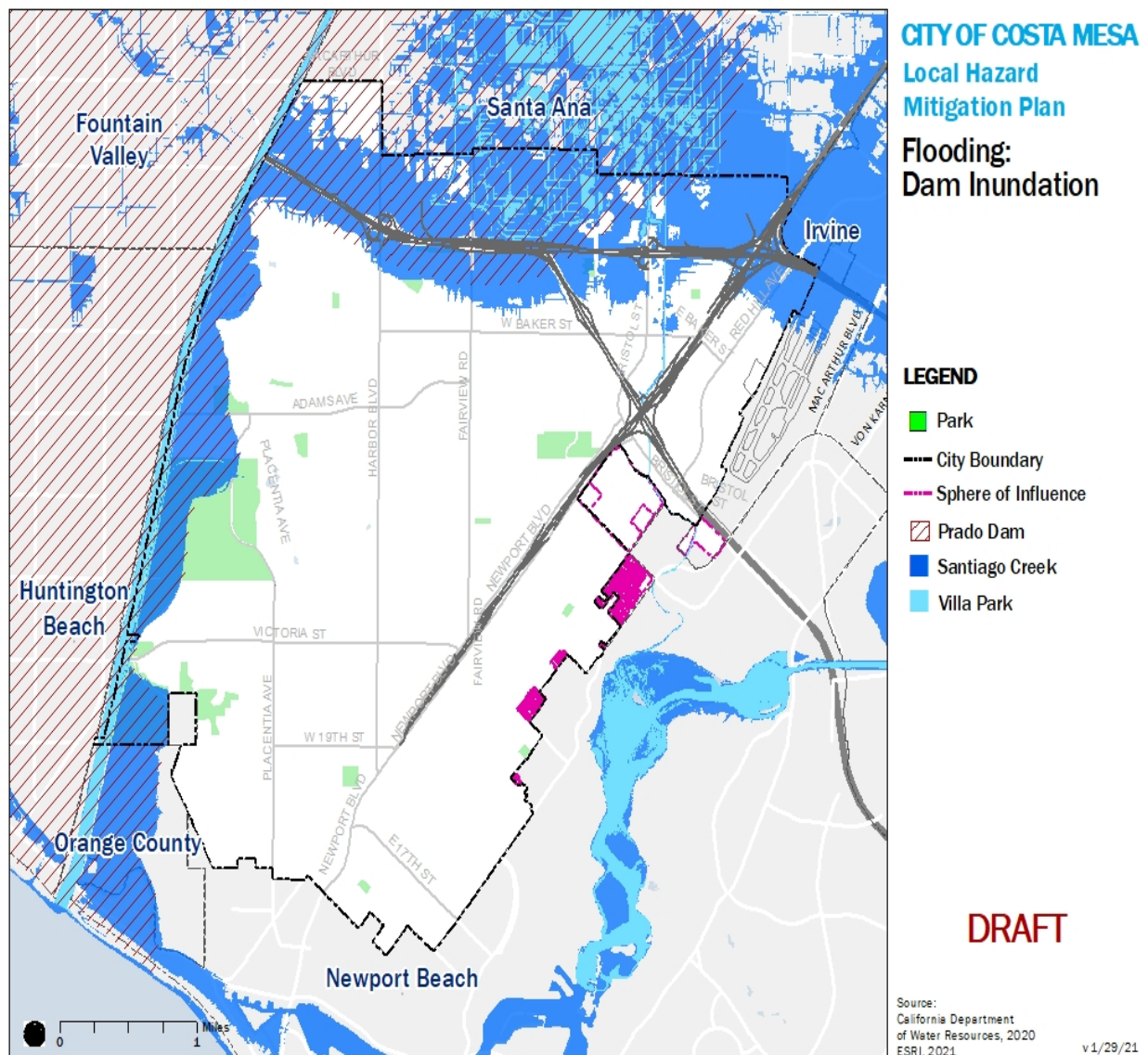


Table 3-10: Dam Safety Action Classification (DSAC) Ratings

URGENCY OF ACTION (DSAC)	ACTIONS FOR DAMS IN THIS CLASS***	CHARACTERISTICS OF THIS CLASS
VERY HIGH (1)	Take immediate action to avoid failure. Communicate findings to sponsor, local, state, Federal, Tribal officials, and the public. Implement interim risk reduction measures, including operational restrictions. Ensure the emergency action plan is current and functionally tested for initiating event. Conduct heightened monitoring and evaluation. Expedite investigations to support remediation using all resources and funding necessary. Initiate intensive management and situation reports.	CRITICALLY NEAR FAILURE: Progression toward failure is confirmed to be taking place under normal operations. Dam is almost certain to fail under normal operations to within a few years without intervention. OR EXTREMELY HIGH INCREMENTAL RISK**: Combination of life or economic consequences with likelihood of failure is very high. USACE considers this level of life-risk to be unacceptable except in extraordinary circumstances.
HIGH (2)	Communicate findings to sponsor, local, state, Federal, Tribal officials, and the public. Implement interim risk reduction measures, including operational restrictions as warranted. Ensure the emergency action plan is current and functionally tested for initiating event. Conduct heightened monitoring and evaluation. Expedite confirmation of classification. Give very high priority for investigations to support the need for remediation.	FAILURE INITIATION FORESEEN: For confirmed and unconfirmed dam safety issues, failure could begin during normal operations or be initiated as the consequence of an event. The likelihood of failure from one of these occurrences, prior to remediation, is too high to assure public-safety. OR VERY HIGH INCREMENTAL RISK**: The combination of life or economic consequences with likelihood of failure is high. USACE considers this level of life-risk to be unacceptable except in extraordinary circumstances.
MODERATE (3)	Communicate findings to sponsor, local, state, Federal, Tribal officials, and the public. Implement interim risk reduction measures, including operational restrictions as warranted. Ensure the emergency action plan is current and functionally tested for initiating event. Conduct heightened monitoring and evaluation. Prioritize investigations to support the need for remediation informed by consequences and other factors.	MODERATE TO HIGH INCREMENTAL RISK**: For confirmed and unconfirmed dam safety issues, the combination of life, economic, or environmental consequences with likelihood of failure is moderate. USACE considers this level of life-risk to be unacceptable except in unusual circumstances.
LOW (4)	Communicate findings to sponsor, local, state, Federal, Tribal officials, and the public. Conduct elevated monitoring and evaluation. Give normal priority to investigations to validate classification, but do not plan for risk reduction measures at this time.	LOW INCREMENTAL RISK**: For confirmed and unconfirmed dam safety issues, the combination of life, economic, or environmental consequences with likelihood of failure is low to very low and the dam may not meet all essential USACE guidelines. USACE considers this level of life-risk to be in the range of tolerability but the dam does not meet all essential USACE guidelines.
NORMAL (5)	Continue routine dam safety activities and normal operations, maintenance, monitoring, and evaluation.	VERY LOW INCREMENTAL RISK**: The combination of life, economic, or environmental consequences with likelihood of failure is low to very low and the dam meets all essential USACE guidelines. USACE considers this level of life-safety risk to be tolerable.

*At any time for specific events a dam, from any action class, can become an emergency requiring activation of the emergency plan.
 ** INCREMENTAL RISK is used to inform the decision on the DSAC assignment; NON-BREACH RISK is not reflected in this table.
 ***DSAC 1 and 2 dams with no life loss will be referred to the appropriate business line program and are given lower priority in the dam safety program.

Source: <https://www.usace.army.mil/Missions/Civil-Works/Dam-Safety-Program/Program-Activities/>

Table 3-11: Criteria for DSOD’s Downstream Hazard Potential Classification

Downstream Hazard Potential Classification	Potential Downstream Impacts to Life and Property
Low	No probable loss of human life and low economic and environmental losses. Losses are expected to be principally limited to the owner’s property.
Significant	No probable loss of human life but can cause economic loss, environmental damage, impacts to critical facilities, or other significant impacts.
High	Expected to cause loss of at least one human life.
Extremely High	Expected to cause loss of at least one human life and one of the following: result in an inundation area with a population of 1,000 or more; or result in the inundation of facilities or infrastructure, the inundation of which poses a significant threat to public safety as determined by the department on a case-by-case basis.

Division of Safety of Dams. 2019. “Dams Within Jurisdiction of the State of California, September 2019”.
https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/All-Programs/Division-of-Safety-of-Dams/Files/Publications/2019-Dams-Within-Jurisdiction-of-the-State-of-California-Alphabetically-by-County_a_y20.pdf

PAST EVENTS

FLOOD

Southern California is a semiarid region with inconsistent storm seasons and naturally shallow river channels. It was historically prone to floods that affected the entire region after long periods of rain. The largest flood in the Southern California region occurred in 1938, when several inches of rain fell over three days, causing rivers across the region to overflow. The Santa Ana River overflowed, flooding areas in Fullerton and Anaheim. The Fullerton and Brea dams were constructed in the aftermath of this flood, with money from the Works Progress Administration. Widespread flood-caused destruction across Southern California led numerous local governments to pursue a campaign of concretizing riverbeds, including rivers and creeks in Orange County, to prevent erosion. The following is a list of recorded flood events in Orange County: ⁵⁵ ⁵⁶ ⁵⁷

- Heavy rains in January 1916 caused 22 deaths, widespread flooding, and the destruction of several boats moored at Newport Beach.
- The most extensive flooding in Southern California history occurred in late January 1916, when 8 to 58 inches of rainfall were recorded in various measuring stations across the region. Numerous dams were breached, resulting in property damage and loss of life. Four people died in Orange County.
- In 1922, heavy rains flooded various rights-of-way across the region, and the Santa Ana River exceeded its normal surface elevation by three feet.
- Heavy rains on New Year's Eve and Day of 1934 impacted cities across Southern California. In total, 45 people lost their lives, and some canyons became inundated with floodwaters 10 feet high.
- A 1937 rainstorm in February produced 4.25 inches of rain in nearby Long Beach. A few people were killed in the ensuing flooding, and some dams failed across the region.
- In 1938, the deadliest flooding event in Southern California history was caused by a tropical storm. Up to 30 inches of rain fell in the mountain areas, including 22 inches at the Santa Ana River watershed point of origin. In Orange County, 45 died, including 43 in Atwood (now part of present-day Placentia).
- In 1939, a tropical storm brought heavy rain to all Southern California, resulting in 45 deaths on land and 48 more deaths at sea.

⁵⁵ NOAA. 2018. "Storm Events Database." <https://www.ncdc.noaa.gov/stormevents/>.

⁵⁶ Serna, J., H. Branson-Potts, and R. Lin II. 2015. "Water Rescues, Floods and power Outages as Rain Drenches Parts of Southern California." Los Angeles Times. September 15.

⁵⁷ NOAA. 2010. A History of Significant Weather Events in Southern California, Organized by Weather Type. <https://www.weather.gov/media/sgx/documents/weatherhistory.pdf>

- In November 1963, heavy rains fell on Southern California. More than three inches were recorded in coastal Orange County locations. The flooding injured six people.
- A December 1964 rainstorm caused flooding that killed 40 people across Los Angeles and Orange Counties.
- Heavy storms in November 1965 dropped between 16 and 20 inches of rain in the mountains of Southern California, causing regional flooding and 15 deaths.
- In January and February of 1969, rain fell almost continuously from January 18 to January 25, resulting in widespread flooding. Orange County was declared a national disaster area on February 5. A second storm hit on February 21 and lasted until February 25, bringing rain to the already saturated ground. This second storm culminated in a disastrous flood on February 25. The storm resulted in the largest peak outflow from Santiago Reservoir since its inception in 1933. The reservoir at Villa Park Dam reached its capacity for the first time since its construction in 1963; the dam had a maximum inflow of 11,000 cubic feet. The outlet conduit released up to 4,000 cubic feet, yet the spillway overflowed at 1:30 p.m. and continued for 36 hours. The maximum peak outflow from the dam reached 6,000 cubic feet. Although the dam's safety was never threatened, the outflow caused serious erosion downstream in the cities of Orange and Santa Ana and some parks and golf courses. A Southern Pacific Railroad bridge, water and sewer lines, a pedestrian overcrossing, and three roads washed out. Approximately 2,000 Orange and Santa Ana residents were evacuated from houses bordering Santiago Creek. In January 1995, flooding inundated the region, causing an estimated \$55 million in property damage and prompting a federal disaster declaration.
- In February 1998, all Southern California was impacted by heavy rains when 2 to 5 inches fell across the region. Many roads and bridges were washed away, or destroyed, and widespread power outages occurred. Property damage reached \$100 million worth, and two people lost their lives.
- In March 2003, 3 to 7 inches of rain fell on Southern California, causing region-wide flooding. Water reached depths of up to three feet on some roadways, causing over 1,000 vehicle collisions.
- In January 2011, California received a Presidential Declaration for the Severe Winter Storms, Flooding, and Debris and Mud Flows that occurred over a nearly three-week period. During this incident, the State of California incurred well over \$75 million in damages, of which over \$36 million occurred within Orange County. Much of the damage impacted private and public property, as well as critical infrastructure.

- 2017 Winter Storms⁵⁸ included three storms over six days inundating southern California. Heavy rains, combined with already saturated soil, produced flash flooding across much of Orange County. Streets flooded with 1 to 3 feet of water in Huntington Beach, Santa Ana, and Newport Beach. The storms resulted in a Presidential Disaster Declaration for 16 counties throughout the state.
- Dec. 6, 2018, Heavy rain from a winter storm passing through Southern California flooded streets and submerged vehicles in Costa Mesa. The worst flooding was reported in a section of the city bounded by 19th and 17th streets to the north and south, and Pomona and Park Avenues to the west and east, respectively, according to [a bulletin from the Costa Mesa Police Department](#). It said that rain had pooled to depths of two to four feet, and photos posted by the department showed trapped vehicles almost completely underwater in low-lying areas.

DAM FAILURE/LEVEE FAILURE

While California's dam infrastructure is recent in the state's history, there have already been major catastrophic dam failure events. One of the earliest in Southern California was the failure of the San Francisquito Canyon Dam. The dam experienced a structural failure because of insufficient geotechnical engineering by the then-Los Angeles Bureau of Water Works and Supply. At midnight on March 13, 1928, the 205-foot-tall structure gave way, unleashing a 120-foot-high wave of water traveling 18 miles per hour down the canyon. By 5:30 AM, the wave had traveled 54 miles from the dam site to the Pacific Ocean, killing at least 438 people, razing towns, and destroying infrastructure. It was reported that victims' bodies were recovered from the ocean as far south as the Mexican border. The disaster is considered one of the worst engineering failures in US history.⁵⁹

The most recent incident in California is the Oroville Dam spillway failure that occurred in February 2017. The failure in the concrete chute caused a 60-foot-deep hole to develop in the lower third of the primary spillway from normal operations undertaken to lower the reservoir in advance of a moderately large storm. A subsequent storm in the days after the initial incident and the inability to fully use the primary spillway led to the filling of the reservoir and the use of its unlined (natural) emergency spillway for the first time. After 2 days of usage causing erosion of the unlined hillside and head cutting (erosion upstream towards the earthen dam), concerns regarding the stability of the emergency spillway caused an evacuation of nearly 200,000 people downstream, prompting both immediate repairs and a re-evaluation of this dam facility and many others throughout the State of California since.⁶⁰

⁵⁸ NCEI. Storm Events Database. <https://www.ncdc.noaa.gov/stormevents/eventdetails.jsp?id=676168>; and The Orange County Register. January 23, 2017. Flooding, mudslides, power outages follow torrential rainstorm.

⁵⁹ Riley, K. March 2018. 90 Years Later, The St. Francis Dam Failure Remains A Vital Safety Lesson. *Association of State Dam Safety Officials*. <https://damsafety.org/article/awareness/90-years-later-st-francis-dam-failure-remains-vital-safety-lesson>

⁶⁰ California Office of Emergency Services. 2018. California State Hazard Mitigation Plan. <https://www.caloes.ca.gov/cal-oes-divisions/hazard-mitigation/hazard-mitigation-planning/state-hazard-mitigation-plan>

The City of Costa Mesa has not suffered impacts from a dam inundation event. Only a small portion of Costa Mesa is within the Prado Dam inundation area, which is limited to the area closest to Newport Bay. The closest incident to Costa Mesa involved an extensive episode of winter rains in 2005 that caused seepage along Prado Dam, causing the Army Corps of Engineers to release significant amounts of water downstream, forcing evacuations of approximately 3,000 residents close to the dam. The flooding caused erosion along portions of the Green River golf course adjacent to the river. Since this event, the ACOE has made significant improvements downstream of the dam to increase capacity and reduce future flooding impacts.⁶¹

RISK OF FUTURE EVENTS

FLOOD

There is no indication that the severe rainfall that leads to flooding will decrease in the future, either in Costa Mesa or the southern California region. While Costa Mesa may experience prolonged periods of dry or wet years, flood events will likely continue to impact Costa Mesa. For areas within the 100-year and 500-year flood hazard zones, the likelihood of flooding to occur on an annual basis is 1% and 0.2%, respectively.

DAM FAILURE/LEEVE FAILURE

Due to several dams/levees in and near Costa Mesa, many residents and businesses could be at risk of inundation resulting from a failure. Prado Dam, Santiago Creek, and Villa Park dams could significantly impact portions of the City due to homes and businesses within their inundation areas. Some of the potential consequences of dam failure from these facilities are death or injury, displacement of people from their homes, damage to existing public and private buildings, damage to infrastructure, loss of services from utilities, loss of government services, and economic losses. Both Federal and State agencies overseeing these facilities require periodic evaluation of dam infrastructure based on confirmed or unconfirmed safety issues, probability of failure, and the potential consequences. All dams that may impact Costa Mesa currently meet satisfactory conditions regarding dam safety.

CLIMATE CHANGE CONSIDERATIONS

FLOOD

Climate change is expected to alter the frequency and intensity of precipitation events throughout California, including Costa Mesa. Intense rainfall is expected to occur more frequently (perhaps twice as often by the end of the 21st century) and potentially increase the intensity of rain events (up to 40 percent more). These projected changes likely mean that Costa Mesa will experience more frequent and intense flooding, potentially leading to erosion, tree mortality, and increased response and recovery activities. In response to this it is recommended that the City designs and builds climate-safe infrastructure by

⁶¹ Army Corps of Engineers. 2020. Prado Dam Project Information Webpage.
<http://www.spl.usace.army.mil/Pradodam/pradodam.htm>

incorporating green infrastructure as well as nature-based solutions (NBS) in public works projects.

DAM FAILURE/LEEVE FAILURE

Climate change could increase the risk of dam failure in the future. More intense rainstorms may increase the likelihood of reservoir infrastructure becoming overwhelmed, including the dams that control floodwaters from inundating Costa Mesa and the rest of Orange County. Indirectly, increased climate change-induced rains may cause more erosion, compromising the structural integrity of dams/levees. For these reasons, monitoring changing precipitation regimes and conditions is recommended to understand future conditions better.

Geologic Hazards (Expansive Soil, Erosion/ Landslide, Methane-Containing Soils)

For the purposes of this plan, geological hazards of concern for the city include Expansive Soil, Erosion, Landslide, and Methane Containing Soils.

DESCRIPTION

EXPANSIVE SOIL

Expansive soil is a soil that can shrink or swell and thus change in volume. Volume increases or decreases result from changes in the moisture content of the soil. These soils will almost always contain some form of expansive clay mineral, such as smectite or vermiculite, which are able to absorb water and swell, increasing in volume. The opposite effect (shrinkage) occurs as the soil dries. The more water absorbed, the greater amount of volume increases. For the most expansive soils, volume changes of 10% are common. The actual amount that the ground will swell or shrink is determined by the water content in the near-surface (active) zone.⁶²

Many of our country's largest towns and cities, and therefore their local and residential streets, highways, services, and buildings, are founded on clay-rich soils and rocks. These expansive soils can prove to be a substantial hazard to construction and the design of structures due to the ability of the soils to shrink or swell with seasonal changes in weather and moisture, changes at the site such as leakage from water supply pipes or drains. Even changes to landscaping and how it is drained, or following the planting, removal, or severe pruning of trees or hedges near structures can help to address structural damage associated with expansive soils.

Residential homes and other single-story buildings, pavements, pipelines, and other shallow services such as fiber optics, are especially vulnerable to soil expansion damage. They lack the flexibility of movement that other heavier multi-story structures have. Concrete construction such as driveways, sidewalks, asphalt roadways, or parking lots is also susceptible to damage because of their relatively lightweight nature extended over a

⁶² Jones L. (2018) Expansive Soils. In: Bobrowsky P., Marker B. (eds) Encyclopedia of Engineering Geology. Encyclopedia of Earth Sciences Series. Springer, Cham. https://doi.org/10.1007/978-3-319-12127-7_118-1

relatively large area. Most new structures and improvements that adhere to current building standards and requirements incorporate expansive soil mitigation.

EROSION/ LANDSLIDE

Erosion is the general process whereby rocks and soils are broken down, removed by weathering, or fragmented, and then deposited in other places by water or air. The rate of erosion depends on many variables, including the soil or rock texture and composition, soil permeability, slope, the extent of vegetative cover, and precipitation amounts and patterns. Erosion increases with increasing slope, precipitation, and decreasing vegetative cover, including areas where protective vegetation has been removed by fire, construction, or cultivation.

Landslides occur when slopes become destabilized, typically after heavy rains. If precipitation saturates soils, they can become unstable, or landslides can occur when significant erosion from rainfall destabilizes the ground. Slopes that have recently burned face a greater risk from rain-induced landslides, as the loss of vegetation can de-stabilize the earth. Earthquakes may also be a source of landslides as the shaking can destabilize steep hillsides covered in loose soils and weak rock layers.

METHANE-CONTAINING SOILS

Methane (CH₄ in chemical notation) is a naturally occurring colorless and odorless gas. Methane, along with butane and propane, are all forms of a group of molecules called hydrocarbons. Methane and other hydrocarbons have various uses, though they are most often utilized as a fuel source.⁶³ Petroleum products are fuels made from crude oil and hydrocarbons contained within natural gasses (the primary component being methane). As a result, soils containing high methane levels are common in areas with extensive fossil fuel deposits, areas with soils that contain high amounts of organic matter, or in places contaminated by fossil fuel extraction activities.⁶⁴ Methane is also quite prevalent in soils found in and around closed landfills. Closed/topped landfills contain an environment deprived of oxygen, which causes the decomposition of organic material. This breakdown of organic material creates methane as a natural byproduct of the decomposition process.

While methane is a useful substance as a fuel source, it can pose a substantial health and safety hazard. In small quantities, methane is non-toxic; however, if large quantities of methane are allowed to displace air, especially in enclosed areas (rooms/buildings), oxygen levels can become low enough that the lack of oxygen can lead to suffocation.⁶⁵ The major hazard associated with methane is its extreme flammability and explosive nature in certain

⁶³ "Hydrocarbon Gases" C. Clayton, in [Encyclopedia of Geology](https://www.sciencedirect.com/topics/earth-and-planetary-sciences/hydrocarbon-gases#:~:text=The%20chemistry%20of%20natural%20gases,(C5H12).), 2005
[https://www.sciencedirect.com/topics/earth-and-planetary-sciences/hydrocarbon-gases#:~:text=The%20chemistry%20of%20natural%20gases,\(C5H12\).](https://www.sciencedirect.com/topics/earth-and-planetary-sciences/hydrocarbon-gases#:~:text=The%20chemistry%20of%20natural%20gases,(C5H12).)

⁶⁴ "Oil and petroleum product explained" EIA US Energy Information Administration
<https://www.eia.gov/energyexplained/oil-and-petroleum-products/#:~:text=Petroleum%20products%20are%20fuels%20made,%2C%20natural%20gas%2C%20and%20biomass.>

⁶⁵ "Methane and Health Safety" SoCal Gas:
<https://www.socalgas.com/stay-safe/methane-emissions/methane-and-health-and-safety#:~:text=Methane%20is%20non%2Dtoxic%20and,oxygen%20may%20result%20in%20suffocation.>

concentrations. It can explode at concentrations between 5% (lower explosive limit) and 15% (upper explosive limit). These concentrations are much lower than the concentrations at which methane becomes an asphyxiant, where suffocation can occur. ⁶⁶ Methane in soils can seep to the surface, posing risks to structures on top of these soils. Methane can be trapped under impervious surfaces such as roadways or in enclosed underground areas such as basements, where it can increase to potentially dangerous levels if it is not vented properly.

LOCATION AND EXTENT

EXPANSIVE SOIL

According to the California Building Code (CBC) Section 1803.5.3, soils that possess an expansive potential of less than 20 are considered “non-expansive,” and soils that possess an expansive potential of greater than 20 are considered expansive. The extent to which soil expansion is present in an area or site can be measured relies on the Expansive Soil Index (**Figure 3-9**), which identifies categories ranging from very low to very high.

Figure 3-9: Expansive Soil Index

Expansion Index- Expansive Potential Categorization	
0-20	Very Low
21-50	Low
51-90	Medium
91-130	High
>130	Very High

“The expansion index, EI, value is used by engineers and other professionals as an indicator of the soil’s swelling potential. It may also be used to determine the suitability of a soil to satisfy requirements set by specifying agencies.”

“The EI test is not used to duplicate any particular field conditions such as soil density, water content, loading, in-place soil structure, or soil water chemistry. However, consistent test conditions are used in the preparation of compacted specimens such that direct correlation of data can be made.” ⁶⁷

Expansive soils are found throughout the entire world, and the United States is no exception. Every year they cause billions of dollars in damage. According to the American Society of Civil Engineers, roughly 25% of all homes in the US have experienced damage from expansive soils. They estimate that expansive soils cause more damage resulting in financial loss to homeowners than earthquakes, floods, hurricanes, and tornadoes combined. ⁶⁸

Figure 3-10 identifies the various soil types present throughout the City based on soils surveys conducted by the US Department of Agriculture. Based on this mapping, several areas of the City are underlain by soils with varying amounts of clay, which affect the capacity of the soil to transmit water. The lower the capacity to transmit water, the greater

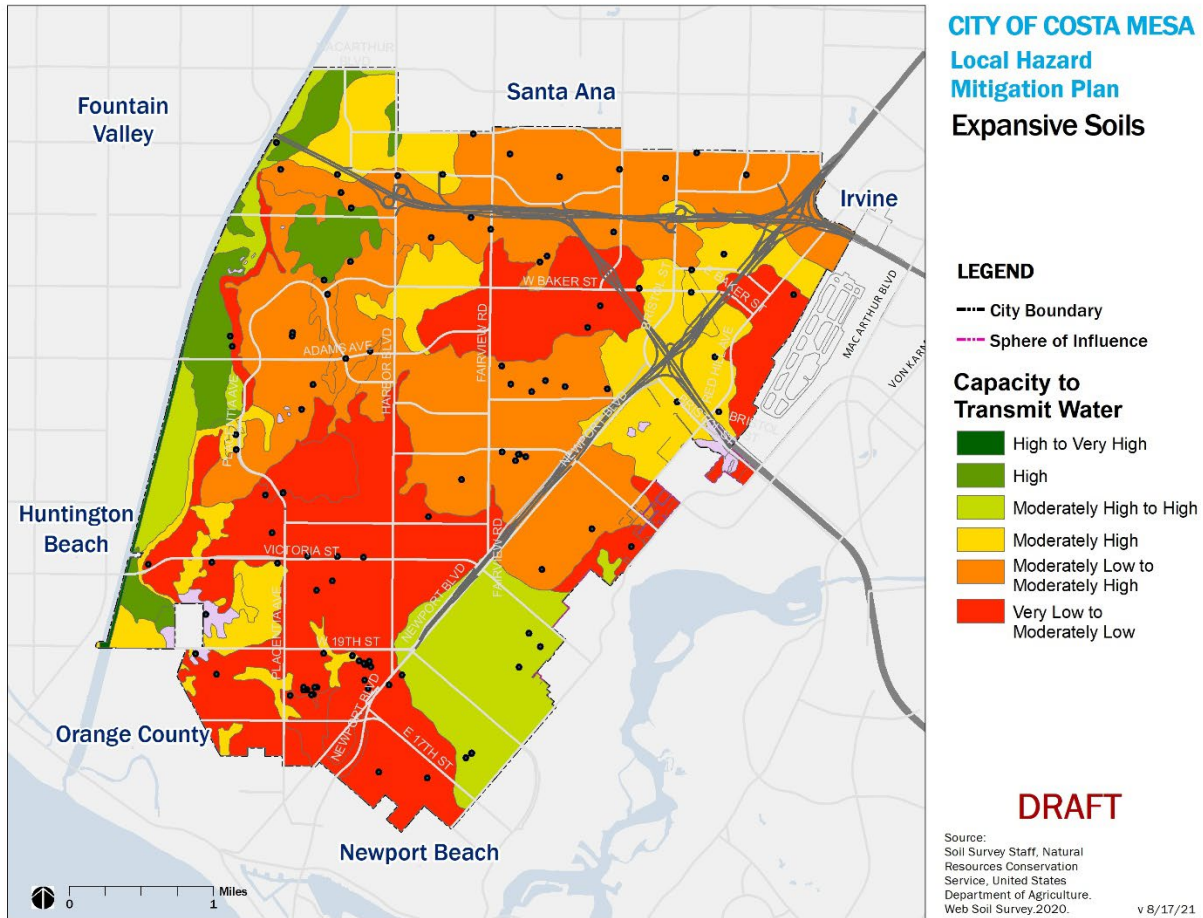
⁶⁶ “Methane Toxicity: Fire/Explosion Risk: <https://aetinc.biz/newsletters/2010-insights/october-2010>

⁶⁷ ASTM International: “Standard Test Method for Expansion Index of Soils” <https://www.astm.org/Standards/D4829.htm>

⁶⁸ Geology.com “Expansive Soil and Expansive Clay” Hobart M. King PhD: <https://geology.com/articles/expansive-soil.shtml#:~:text=How%20Many%20Buildings%20are%20at,damage%20caused%20by%20expansive%20soils>

the potential for clay within the soil. Based on this information, the greatest potential for expansive soils includes the areas of the City with very low to moderately low (red) and moderately low to moderately high (orange) capacity to transmit water. This includes the interior portions of the City between the Santa Ana River and the Newport Back Bay.

Figure 3-10: Expansive Soils



EROSION/ LANDSLIDES

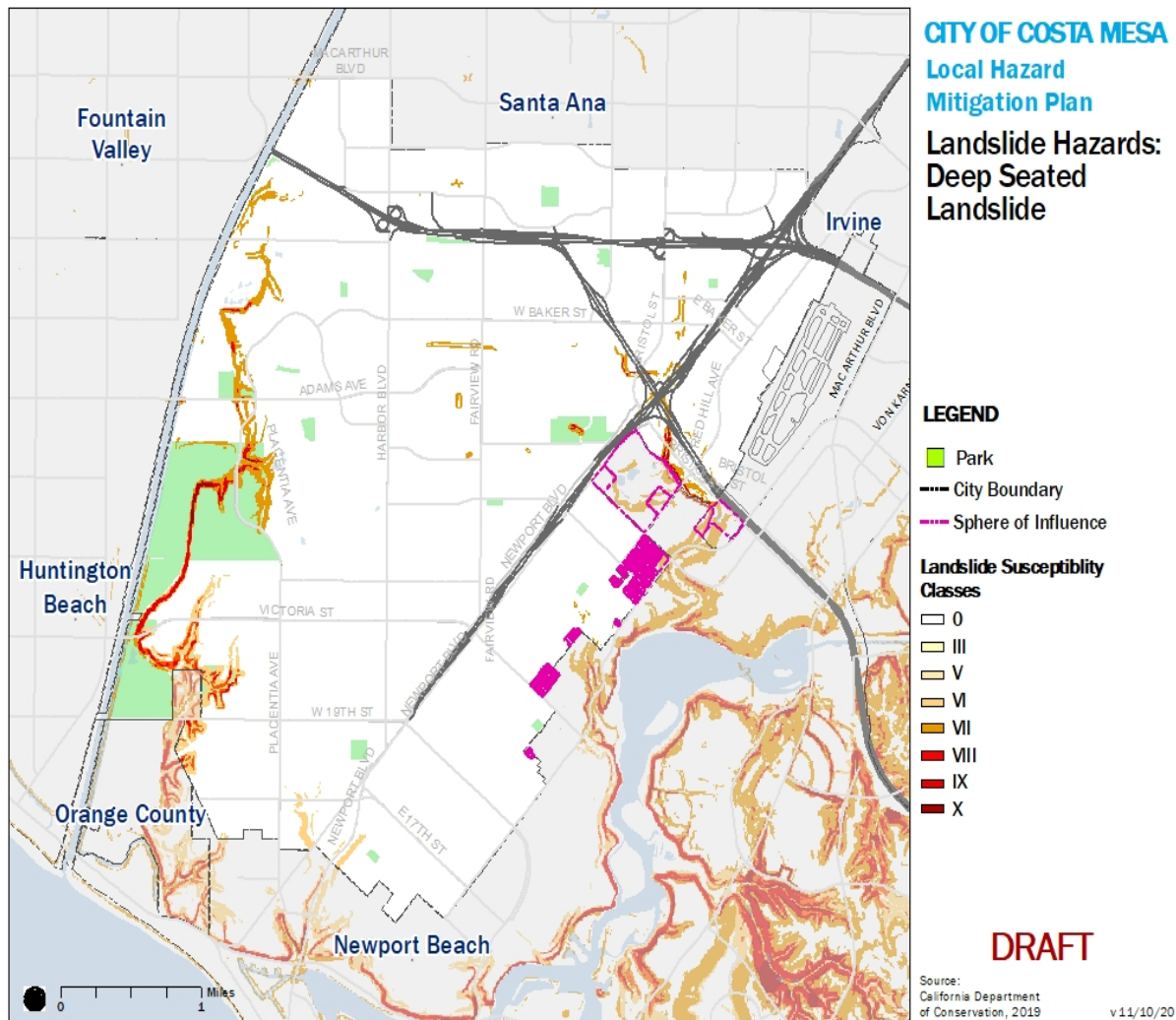
Erosion and landslides were identified as a concern for the City. Areas of potential erosion/landslide include the bluffs located in the southwestern portion of the City. **Figure 3-11** identifies areas mapped by the California Geological Survey (CGS) with Deep Seated Landslide Potential. These are areas of high landslide susceptibility along the bluffs in the western portions of the City. These areas were most likely riverbanks for the historic Santa Ana River, which are now located behind the levees constructed along the current river margin. These areas are susceptible to erosion and landslide, which could be seismically induced if a significant earthquake were to occur.

METHANE CONTAINING SOILS

The Pacific Avenue Landfill is a closed landfill facility located at 2193-2195 Pacific Avenue. The facility received a Clean Closure Plan approval in 2001, and landfill gas probes to monitor methane levels were installed. According to the Orange County Sanitation District (OCSD),

methane levels have been less than 5% (by volume) since monitoring began in June 2011.⁶⁹ In addition to the closed landfill, the City has approximately 24 idle and 123 capped oil wells. These well locations can be potential locations of methane release if they are not capped or secured properly. The City is also underlain by deposits of peat, which are soils that contain high amounts of organic content. The decomposition of these soils can produce methane gases. Additionally, one location within the City has had two reported incidents (2019 and 2021) of methane release, most likely caused by soil decomposition. The location is a multi-family dwelling located in the southwest portion of the City.

Figure 3-11: Deep Seated Landslide Areas



PAST EVENTS
EXPANSIVE SOILS

Given the presence of expansive soils throughout the City, as identified in Figure 3-10, the City and its residents could experience occasional damage to structures caused by these

⁶⁹ OCSD: Appendix F: Hazards Assessment <https://www.ocsd.com/Home/ShowDocument?id=15357>

soils. The most vulnerable structures would be those built before adopting the City's building codes and standards that mitigate the effects of these hazards. While the City is relatively flat and does not experience significant wet periods during the year, exceptionally wet winters followed by dry periods (droughts) could cause soils to expand and contract, affecting structures built within or on top of these locations.

EROSION/ LANDSLIDE

Erosion has occurred within the City in the past. One recent example occurred in Fairview Park. The park had to close some hiking trails when the Santa Ana River overflowed, and as a result, a section of the trails was eroded away. A berm was built to help prevent further erosion and trail closures within the park. The major erosion concern the HMPC identified is the risk associated with the bluffs and the homes located there and the potential financial losses or loss of life associated with such events.

The topography of Costa Mesa is generally quite flat, except for the areas along the bluffs in the southwest of the City. As a result of this topography, there have been no major landslides within the City. However, the potential for a landslide does exist.

METHANE CONTAINING SOILS

While this is a hazard of concern within the City, no records or data of any past events had been archived or reported at the time of this LHMP creation.

RISK OF FUTURE EVENTS

EXPANSIVE SOILS

The community's expansive soils will continue to swell and contract as they are exposed to water, become saturated, swell, and eventually dry out and contract, potentially causing damage as this occurs.

EROSION/ LANDSLIDE

The potential for erosion will continue to exist in the city's areas, especially those located along the Santa Ana River to the west and the bluffs in the southwest.

The potential for landslides will continue to exist in areas of the city, especially those located along the bluffs in the southwest.

METHANE CONTAINING SOILS

The potential for soils to contain and release methane will be present within the City for the foreseeable future. The presence of abandoned or capped wells, old landfills, and peat deposits adjacent to the Santa Ana River and in the vicinity of Upper Newport Bay also offers the opportunity to release gases.

CLIMATE CHANGE CONSIDERATIONS

EXPANSIVE SOILS

It is possible that expansive soils may be affected by climate change, as climate change is expected to bring about more frequent drought conditions and contribute to more intense

storms, like El Niño. These extreme conditions could further increase the intensity of the expansive soils, physical expansion, and contraction, potentially increasing damage throughout the vulnerable parts of the City.

EROSION/ LANDSLIDE

It is possible that the increase in temperature could lead to longer and more intense periods of drought in southern California. These warmer temperatures could change the soil composition in Costa Mesa, thereby changing the effectiveness of the soil's ability to absorb water as it would normally. Increased temperatures and decreased rainfall can contribute to a decline in ground cover vegetation, growing on banks and hillsides, which reduces the stability of those areas. The possibility of increased frequency and intensity of storms and the rains they bring could increase erosion events.

Due to the wide variety of factors that can lead to landslides, it is possible that climate change could indirectly affect the conditions for landslides. More frequent and more intense storms may cause more moisture-induced landslides. Warmer temperatures and more frequent drought conditions may lead to more fires, destabilizing soils and making future landslide events more likely.

METHANE CONTAINING SOILS

While this is a hazard of concern within the City, there have been only two past events archived or reported at the time of this LHMP creation. Both instances occurred at the same multi-family housing residence located in the southwestern area of the city. The first event occurred in February 2019, and the second event occurred in February 2020.

Hazardous Materials (Hazardous Material Release, Oil Spills, Natural Gas Pipeline)

For the purposes of this plan, hazards associated with the release of hazardous materials include hazardous materials release, oil spills, and natural gas pipelines.

DESCRIPTION

The state of California defines hazardous materials as substances that are toxic, ignitable, or flammable, reactive, and/or corrosive. The state also defines hazardous materials as substances that show high acute or chronic toxicity, are carcinogenic (causes cancer), have bio accumulative properties (accumulates in the body's tissues), are persistent in the environment, or are water-reactive. The primary concern associated with a hazardous materials release is the public's short and/or long-term effects from exposure to the hazardous material.

HAZARDOUS MATERIAL RELEASE

Hazardous materials release refers to a hazard event whereby harmful concentrations of hazardous or toxic substances are released into the environment. This occurs when storage containers of hazardous materials leak or fail. This can happen due to industrial accidents, vehicle crashes, as a direct result of other disasters (e.g., a flood or earthquake), or as a deliberate act.

The threat that hazardous materials pose to human health depends on the type of material, frequency, and duration of exposure, and whether chemicals are inhaled, penetrate the skin, or are ingested, among other factors. Exposure to hazardous materials can result in short- or long-term effects, including major damage to organs and systems in the body or death. Hazardous waste is any material with properties that make it dangerous or potentially harmful to human health or the environment and is no longer of use requiring disposal. Hazardous materials can also cause health risks if they contaminate soil, groundwater, and air, potentially posing a threat long after the initial release.

OIL SPILLS

An oil spill is the release of a liquid petroleum hydrocarbon into the environment, especially the marine ecosystem, due to human activity and is a form of pollution. Refined petroleum products such as diesel and gasoline also qualify as oil spills. The term is usually given to marine oil spills, but spills may also occur on land and are a hazard of concern for Costa Mesa.

NATURAL GAS PIPELINE

Natural gas pipelines primarily serve to move gas from the point of origin (production/storage well) to the point of consumption. Inter- and intrastate pipelines are used to transport natural gas produced from gas fields, either onshore or offshore facilities through gathering systems to commercial, residential, industrial, and utility companies. The pipelines are usually constructed of carbon steel and varying in size from 2 inches (51 mm) to 56 inches (1400 mm) in diameter, depending on the type of pipeline.

LOCATION AND EXTENT

HAZARDOUS MATERIALS RELEASE

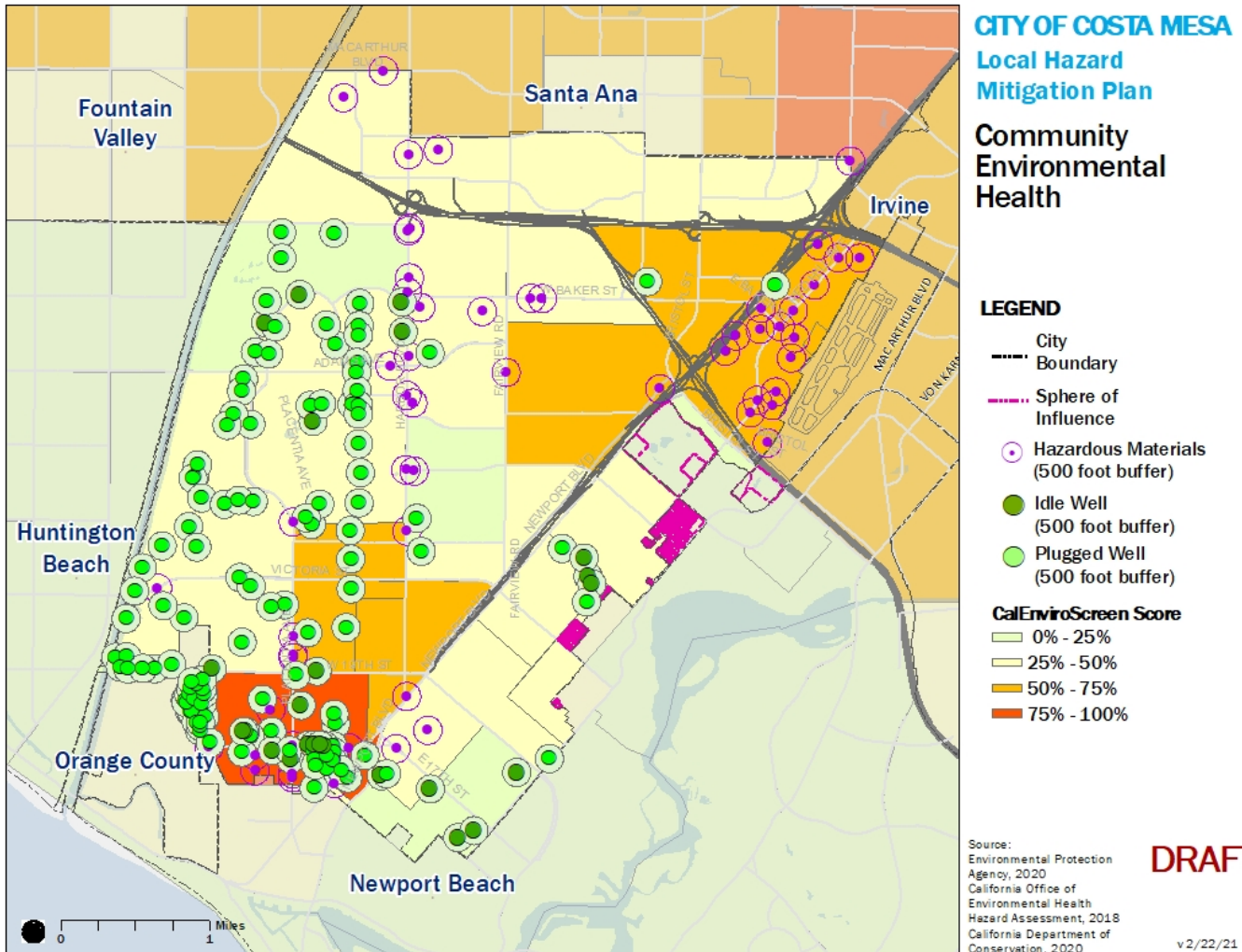
Hazardous materials and chemicals are used daily in households and businesses throughout Costa Mesa. In addition to the locations of large industrial uses, sources of hazardous materials can originate from seemingly harmless places such as gas stations, auto repair shops, dry cleaners, medical centers, and almost any industrial business. Hazardous waste can take the form of liquids, solids, contained gases, or sludge and can be the by-products of manufacturing processes or simply discarded commercial products, like cleaning fluids and pesticides.

In severe situations, Costa Mesa may also be at risk of hazardous materials release events on a regional level. With the right prevailing wind conditions, airborne toxic material could spread to and impact various parts of the air basin, including areas of Costa Mesa.

Figure 3-12 identifies stationary hazardous materials locations within Costa Mesa that store, use, or produce hazardous materials regulated by the state. While these locations are fixed, roadways throughout the community are commonly used to transport hazardous materials and waste. These facilities are common locations for spills and releases. While there is no extent scale for hazardous materials release, the probability of an incident is anticipated to be occasional (less than 10% chance of occurrence) each year. Currently, the City has 36 sites

in need of evaluation and or clean-up, and there is one site that is no longer in operation (Fairview State Hospital).

Figure 3-12: Hazardous Materials Locations



OIL SPILL

According to Cal OES, most incidents within the City originate from repair shops, petroleum transportation, accidental spills from citizens, gas stations, and utility companies such as So Cal Edison or Southern California Gas Company. These incidents are reported, logged, and cleaned up accordingly.

NATURAL GAS PIPELINE

A large natural gas pipeline enters the western portion of the City close to the Santa Ana River. Southern California Gas Company maintains transmission lines and high-pressure distribution lines within the City as well. Most of the streets and roads within the City have natural gas lines within them. Based on the location of this infrastructure, any portion of the City has the potential for natural gas pipeline breaks that could expose businesses and residents to potential harm.

PAST EVENTS

HAZARDOUS MATERIALS RELEASE

Costa Mesa has experienced an average of 11 hazardous materials spills reported annually to the Cal OES Spill Release Reporting database (**Table 3-12**). Most of these incidents involve the release of sewage and petroleum products.

OIL SPILL

California has experienced some severe oil spills throughout its history. Five of the largest spills in California history include:

Table 3-12: Hazardous Materials Release Reporting

Year	Reported Releases
2010	8
2011	12
2012	16
2013	10
2014	12
2015	11
2016	8
2017	15
2018	7
2019	15
2020	6
Annual Avg	10.91

Source: <https://www.caloes.ca.gov/cal-oes-divisions/fire-rescue/hazardous-materials/spill-release-reporting>

1969 – Santa Barbara Oil Spill- 3 million gallons of oil are dumped off the coast of Santa Barbara, creating an oil slick that stretched for 35 miles. Inadequate safety precautions caused this spill. One article called it the spill that sparked “The Green Revolution” in California.

1988 – Shell Oil Martinez Refinery Spill- a storm water release valve left open caused 400,000 gallons of crude oil to be dumped into the San Francisco Bay from a 12.5-million-gallon storage tank. The company paid \$19.75 million in the cleanup.

1990 – Huntington Beach Spill- An oil tanker was pierced by its own anchor and dumped 400,000 gallons of crude oil into the beaches of Huntington Beach, killing wildlife and costing over \$35 million to clean up.

2007 – Bay Bridge Spill- The pilot of a container ship crashed into a tower of the Bay Bridge and dumped 60,000 gallons of heavy bunker fuel into the bay.

2015 – Santa Barbara Oil Spill- A series of “preventable errors” was blamed as the cause of a disastrous pipeline spill that dumped over 126,000 gallons of oil into the waters off the coast of Santa Barbara.⁷⁰

2021 – Huntington Beach Oil Spill - A pipeline connected to an oil rig located off the coast of Huntington Beach broke and leaked approximately 126,000 gallons of crude oil into Orange County coastal waters.⁷¹

⁷⁰ “5 oil spill disasters that California will never forget”. San Diego Tribune <https://www.sandiegouniontribune.com/opinion/the-conversation/sd-oil-drilling-in-california-coast-and-the-biggest-oil-spills-20180104-htm1story.html>

⁷¹ City of Huntington Beach. 2021 Orange Count Oil Spill Response. <https://www.huntingtonbeachca.gov/residents/oil-spill-response/>

According to Cal OES, no massive oil spills have been reported within the City. The closest has been the 1990 Huntington Beach spill, approximately 5 miles northwest. There have been minor spills from home auto repair/oil changes, transportation, utility companies, and vehicle repair shops. Some of the most recent incidents reported to Cal OES within the City involved diesel fuel, hydraulic oil, and sewage (generally the most common type of incident).

NATURAL GAS PIPELINE

According to the NTSB database, there have been two natural gas pipeline explosions/leaks of major relevance in California:

- In 2010, the City of San Bruno experienced a huge explosion when one of Pacific Gas and Electric Company's natural gas pipelines exploded and caused an enormous fire. Eight people were killed from the explosion.⁷²
- The Aliso Canyon gas leak, called the Porter Ranch gas leak, was a massive natural gas leak in Aliso Canyon (near Los Angeles). A leak in an underground storage facility was caused by a 7-inch well casing rupture due to microbial corrosion from the outside from contact with groundwater. Almost 100,000 tonnes of methane and over 7,000 tonnes of ethane were released into the atmosphere.⁷³

RISK OF FUTURE EVENTS

HAZARDOUS MATERIALS RELEASE

Most of the release events within Costa Mesa have occurred due to human error, malfunctioning equipment, or as a deliberate act. Given this, it is anticipated that future events within Costa Mesa will include minor incidents like the past occurrences identified above. Activities to prevent future releases, as well as response strategies, should take this into consideration.

OIL SPILL

Given the proximity to the coast, John Wayne Airport, fuel refineries, major freeway systems (CA-55, I-405, CA-73, and the CA-1 Pacific Coast Highway), the transportation of oil and petroleum products through and within the City, means that the risk of future incidents will be ever-present. Activities to prevent future releases, as well as response strategies, should be taken into consideration.

NATURAL GAS PIPELINE

The City and its residents rely on natural gas as a major means of heating and cooking within the home. As long as the use of natural gas continues to occur within the City, risk potential will remain. Regular maintenance and inspections of these pipelines will be the best way to minimize the possibility of future release incidents. Activities to prevent future releases, as well as response strategies, should be taken into consideration.

⁷² Gonzalez, Sandra (September 11, 2010). "Search for bodies in deadly San Bruno PG&E gas line explosion ends". San Jose Mercury News. Retrieved September 11, 2010

⁷³ "LA County declares state of emergency over Porter Ranch gas leak" Wilcox, Greg, LA Times: <https://www.dailynews.com/2015/12/15/la-county-declares-state-of-emergency-over-porter-ranch-gas-leak/>

CLIMATE CHANGE CONSIDERATIONS

HAZARDOUS MATERIALS RELEASE

Climate-related natural hazard events, such as increase precipitation and subsequent flooding, could cause an increase in hazardous materials release. Some of these incidents could result from transportation crashes (due to poorer road conditions) or damage to storage containers or vessels containing these substances. Climate-related hazards could also exacerbate the effects and impacts of such events. For example, heavier rains could lead to more runoff from a contaminated site with hazardous materials. These issues should be monitored during the five-year implementation period of this plan.

OIL SPILLS

Given the dependence on petroleum products to power the majority of the United States' vehicles, boats, planes, and trains, the risk of oil spills will always be present. The transportation, production, and distribution of oil and petroleum products only contribute to the potential of an accident. As Costa Mesa, the United States, and the rest of the world move towards cleaner and more sustainable energy sources, electrification of transportation through the use of hybrid and electric vehicles will likely decrease the reliance on fossil fuel, leading to the reduction of oil spills and other dangerous chemicals into the environment.

NATURAL GAS PIPELINE

Releases from natural gas pipelines are not anticipated to be affected directly by climate change. The location of this physical infrastructure is predominately underground within streets and easements throughout the City. Based on this location, the most likely impact from climate change would be the exposure of this infrastructure because of some other type of event. The most likely event would be erosion or some other type of event that could expose these facilities.

Human-Caused Hazards (Terrorism/Mass Casualty, Civil Disturbance/Riot, Cyber Threat)

The Human-Caused Hazards profile discusses terrorism/mass casualty incident (MCI), civil disturbance/riot, and cyber threats.

DESCRIPTION

TERRORISM/MASS CASUALTY INCIDENT

Terrorism is the use or threat of force to achieve a particular social or political outcome. The goals of terrorism may sometimes be the overturning of a government, the reversal of a public policy, the release of political prisoners, and other such motives. Acts of terror may overlap with acts of war or hate crimes. Generally, terrorism involves an attempt to kill or seriously harm people or disrupt civil society by destroying property or infrastructure, attacking government operations at all levels, interrupting essential public services, creating chaos, or a combination of some or all these goals. Firearms and explosives are the most common weapons used among terrorists. In extreme situations, terrorists may gain access to weapons of mass destruction, including bioweapons, chemical agents, radioactive materials, or high-yield explosives. It should be noted that these events are very rare. While incidents of terror caused by foreign individuals or groups receive significant media and

public attention, most acts of terror in the United States have been caused by domestic terrorists.

A mass casualty incident describes an incident within the United States in which emergency medical service resources, such as personnel and equipment, are overwhelmed by the number and severity of casualties. The more commonly recognized events of this type include building collapses, train and bus collisions, plane crashes, earthquakes, and other large-scale emergencies. The most common types are generally caused by terrorism, mass-transportation accidents, or natural disasters. Events such as the Oklahoma City bombing in 1995 and the September 11 attacks in 2001 are well-publicized examples of mass casualty incidents.

CIVIL DISTURBANCE/RIOT

A civil disturbance is an event when the normal operations of the city are either threatened or temporarily interrupted by violent protests, riots, shootings, and armed standoffs. Civil disturbances can occur at a single time or be a string of related events. Property damage to businesses, government facilities, or homes can occur during these events. In extreme situations, death and injury may result from civil disturbances.

A riot is defined as a noisy, violent public disturbance caused by a group or a crowd (three or more people) usually protesting another group's actions or government policy in the streets. This can lead to the destruction of private and public property, looting, arrests, and in extreme cases, even assault, injury, or death.

CYBER THREAT

Cyber threats are when an individual or a group threatens or attempts to disrupt the operations and functioning of the computer systems belonging to private citizens, religious groups, educational institutions, government agencies, or businesses. These threats take the form of online harassment, hacking, or in-person tampering with electronic equipment. Successful cyber threats can lead to service disruptions, infrastructure damage, theft and may cause injury or death in severe instances.

LOCATION AND EXTENT

TERRORISM/MASS CASUALTY INCIDENT

Mass Casualty Incidents can occur anywhere, although public spaces and locations where many people congregate (parks, schools, places of worship, government facilities, shopping centers, and areas of public gathering) are most common. Key locations in Costa Mesa may be large shopping centers (i.e., South Coast Plaza), governmental facilities (i.e., City Hall), universities (i.e., Vanguard University, Orange Coast College), schools, medical facilities (i.e., College Hospital), parks (i.e., Fairview Park), and large employers such as the OC Fair and Event Center.

Acts of terrorism may be located at the locations listed above; however, the perpetrators may also choose high-value targets such as electric substations, water treatment plants, levees or reservoirs, airports, highways, and other facilities that could impact governmental services.

Mass Casualty Incidents and acts of terrorism are typically measured by the fatalities, injuries, and destruction they cause, but no universal scale is used to measure these events.

CIVIL DISTURBANCE/RIOT

Civil disturbances/riots can arise at any time and place for a variety of reasons. There are, however, some places where such events are more likely to emerge, including local, state, and federal government centers, jails, police stations, major businesses, university campuses, and places of public assembly. Many of the locations listed in the Terrorism/Mass Casualty Incident description above would be locations for these types of incidents as well.

No definitive scale for measuring civil disturbance events exists, but several metrics may be used individually to determine a civil disturbance event's impact. These measures include:

- Number of facilities affected
- Number of fatalities
- Monetary loss
- Interruptions to communications infrastructure
- Number of people protesting
- Impacts to certain socioeconomic groups^{74 75}

CYBER THREAT

Since computers are so ubiquitous, a cyber threat could appear in virtually any part of the City. In extreme circumstances, a threat could impact the entire city. Cyber threats vary in their length and severity in impact. A minor threat could cause computer systems to slow down for a few minutes and not behave as responsively. On the other hand, a major cyber threat could cause a complete shutdown of critical systems, including those used by banks, healthcare institutions, universities, major businesses, and city governments.

Cyber threats are not measured on any scale, but they can be assessed by determining:

- The type of incident (website defacement, denial of service, unauthorized surveillance)
- The use of malicious software
- The level of security countermeasures that failed in preventing the cyber threat

⁷⁴ Renn, O., et al. 2011. "Social Unrest." Organization for Economic Co-operation on Development. 14 January.

⁷⁵ Cal OES (California Office of Emergency Services). 2018. 2018 State of California Multi-Hazard Mitigation Plan. <https://www.caloes.ca.gov/cal-oes-divisions/hazard-mitigation/hazard-mitigation-planning/state-hazard-mitigation-plan>

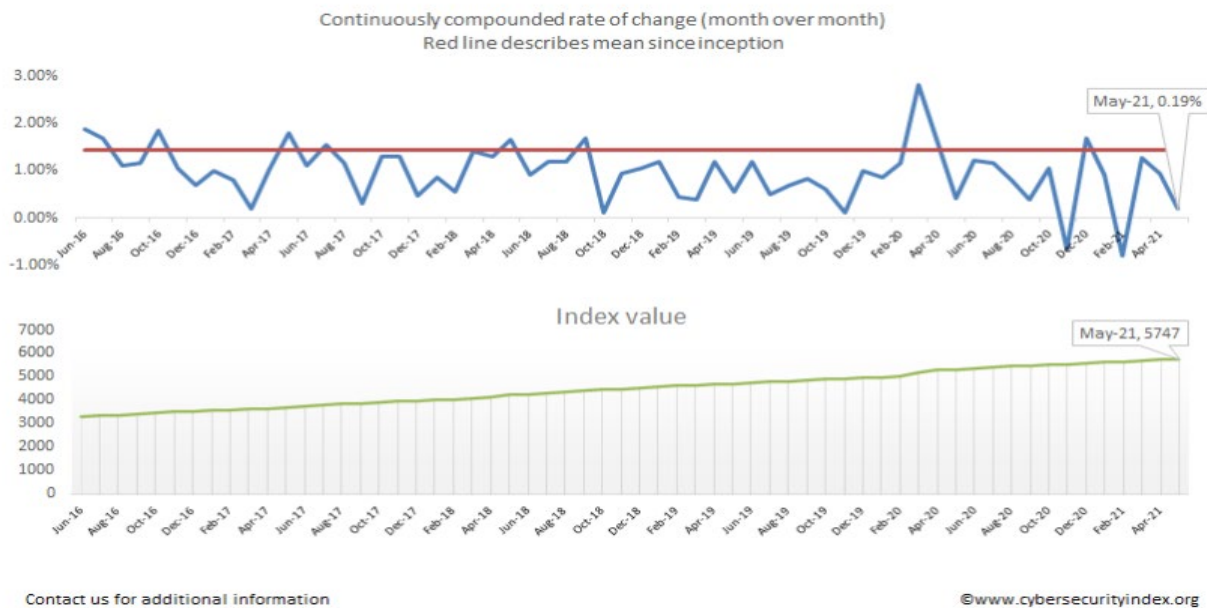
- The duration of the cyber threat (a few hours, a few days, several weeks, etc.)⁷⁶

Globally, cyber threats are increasing and becoming more sophisticated. The most common types of attacks include:

- Phishing
- Ransomware
- Intellectual Property Theft
- Spyware/Malware
- Unpatched Software

To understand the status of cyber threats, the Index of Cyber Security (**Figure 3-13**) can be referenced, which identifies the measure of perceived risk. Since 2015 this index has trended upward and appears to have doubled in this timeframe.

Figure 3-13: Index of Cyber Security
ICS Value, May 2021 = 5747 (Base = 1000, March 2011)



PAST EVENTS

TERRORISM/MASS CASUALTY INCIDENT

The following mass casualty incidents/ terrorism events have occurred within Costa Mesa, or its vicinity, that may be relevant to the community:

⁷⁶ Mateski, M., C. Trevino, C. Veitch, J. Michalski, J. Harris, S. Maruoka, and J. Frye. 2012. “Cyber Threat Metrics.” Sandia National Laboratories. <https://fas.org/irp/eprint/metrics.pdf>.

- A 1970 bombing of the Stanford Research Institute facility, which caused approximately \$500,000 in property damage. No injuries or deaths occurred during this incident.⁷⁷
- A 1970 bombing of a Bank of America Branch, which caused approximately \$500,000 in property damage. No injuries or deaths occurred during this incident.⁷⁸
- In April 1995, Timothy McVeigh detonated a bomb outside the Alfred P. Murrah Federal Building in Oklahoma City, OK. The blast was so powerful that the Federal Building was destroyed, and more than 300 nearby buildings were damaged or destroyed. The bombing killed 168 people, including 19 children. Timothy McVeigh's motive for bombing the Federal Building was that he hoped to inspire a revolution against the federal government.⁷⁹
- On September 11, 2001, terrorists hijacked four commercial airliners. The hijackers flew two of the planes into the twin towers at the World Trade Center in New York City and one into the Pentagon in Arlington, VA. The fourth plane crashed in a field in rural Pennsylvania. The attacks on 9/11 killed 2,976 people and injured thousands more.⁸⁰
- On April 15, 2013, two bombs detonated near the finish line of the Boston Marathon. The explosion killed 3 spectators and wounded more than 264 other people. Police captured 19-year-old Dzhokhar Tsarnaev in connection with the bombing; the second suspect, Tamerlan Tsarnaev, died following a shootout with law enforcement. Investigators concluded that the Tsarnaev brothers planned and carried out the attack on their own and were not connected to any specific terrorist group.⁸¹
- In 2014, a teenager who had reportedly threatened terrorist action against the U.S. Open of Surfing event attendees was arrested.⁸²
- In May 2015, two Anaheim-based men were arrested at a Transportation Security Administration checkpoint at the Los Angeles International Airport, who had reportedly sworn allegiance to the Islamic State of Iraq and Syria (ISIS). One of these men, Muhanad Badawi, was a student at Fullerton College.⁸³

⁷⁷ Global Terrorism Database. 2020. "1970-10-18".

<https://www.start.umd.edu/gtd/search/IncidentSummary.aspx?gtdid=197010180001>

⁷⁸ Global Terrorism Database. 2020. "1970-10-26".

<https://www.start.umd.edu/gtd/search/IncidentSummary.aspx?gtdid=197010260001>

⁷⁹ Federal Bureau of Investigation. Famous Cases and Criminals. <https://www.fbi.gov/history/famous-cases/oklahoma-city-bombing>

⁸⁰ Federal Bureau of Investigation. Famous Cases and Criminals. <https://www.fbi.gov/history/famous-cases/911-investigation>

⁸¹ History.com Editors. June 2019. Boston Marathon Bombing. <https://www.history.com/topics/21st-century/boston-marathon-bombings>

⁸² Connelly, L., and S. Emery. 2014. "Teen Arrested for Terrorist Threats Toward US Open." Orange County Register. July 26.

⁸³ Winton, R. 2016. "Two O.C. Men Convicted of Conspiring to Fight with Islamic State." Los Angeles Times. June 21.

- In December 2015, a mass shooting and terrorist attack committed by a married couple who had reportedly sworn allegiance to ISIS killed 14 people at a medical facility in San Bernardino.⁸⁴
- In October 2017, Stephen Paddock opened fire on the Route 91 Harvest Festival concert, from an elevated position at the Mandalay Bay Hotel. The attack resulted in 58 people killed and 851 injured. Paddock shot and killed himself before responding officers reached him. The FBI Behavioral Analysis Unit determined that there was no clear motivation for the attack. Although this attack did not occur in California, many California residents were affected by the event as more than half the 58 people killed were from California.⁸⁵
- In December 2019, a man, and girl were arrested after a social media post made possible threats against Costa Mesa's Estancia High School. Police identified two posts, one that showed what appeared to be a rifle with a caption that read, "don't go to school tomorrow." The second post indicated that there would be a mass shooting at the school. Police searched both homes and found the rifle, which was a BB gun. It was determined that there was no credible threat to the school. This led to heightened police presence at the school and more patrols in the surrounding area.⁸⁶

CIVIL DISTURBANCE/RIOT

The following is a list of recent civil disturbances/riots:

- April 28th, 2016, a rally for Donald Trump was held at the Orange County Fairgrounds during his presidential race of 2016. A group of anti-Trump protestors confronted the attending crowd. It became violent. The protestors began to smash car windows, tried to flip a police cruiser, and one Trump supporter suffered a bloody gash to the face. Further down the street, protestors were jumping on police cars, climbing streetlights, throwing rocks at police lines, and scuffling with supporters leaving the event. Traffic was backed up for hours, and at least 20 people were arrested for multiple infractions of the law.⁸⁷
- On May 31, 2020, Costa Mesa City Manager Lori Ann Farrell Harrison declared a local emergency and ordered a curfew beginning at 8 pm PST to be lifted the following day, June 1, 2020, at 5 am PST. This was issued in response to the growing civil unrest in neighboring cities over the killing of George Floyd by a Minneapolis, Minnesota, police officer on May 25th, 2020. There was a fear that these protests and riots could potentially reach Costa Mesa. The Costa Mesa Police Department had learned of

⁸⁴ Global Terrorism Database. 2020. "2015-12-02."

<https://www.start.umd.edu/gtd/search/IncidentSummary.aspx?gtid=201512020012>

⁸⁵ Los Angeles Times Staff. "Las Vegas Shooting Victims: Portraits of the Fallen." October 2017.

<https://www.latimes.com/projects/la-na-las-vegas-shoot>

⁸⁶ Costa Mesa police investigate 'potential threat' against Estancia High School; 2 arrested, BB gun confiscated. Jessica De Nova and ABC7.com staff <https://abc7.com/2-arrested-after-potential-threat-against-costa-mesa-school/5731455/>

⁸⁷ Protest Turns Violent at Donald Trump Rally in Costa Mesa, Calif., Kenny, Steve NyTimes:

<https://www.nytimes.com/2016/04/30/us/donald-trump-rally-protest-costa-mesa.html>

multiple social media posts about plans to congregate in the City merely to loot and vandalize businesses.⁸⁸

- June 1, 2020, Costa Mesa Police Department instituted a second overnight curfew, following further reports of a planned protest at South Coast Plaza. The curfew began at 7 pm PST and would end June 2, 2020, at 5:30 am PST. It included closures of off-ramps near South Coast Plaza and surrounding streets. Costa Mesa Police Department, the Santa Ana Police Department, and California Highway Patrol formed a perimeter around the shopping center. Despite the issued curfew, at least 100 protestors gathered to voice their opinions over racial injustice. It nearly became violent after several tense standoffs; however, it remained peaceful and dissipated around 11:30 pm PST. The Costa Mesa Police Department was praised for a commendable job avoiding any violence.⁸⁹

CYBER THREAT

The City of Costa Mesa has not experienced cyber incidents directly. However, several jurisdictions in southern California and across the country have. Several recent incidents local to the City include:

- On December 24, 2019, the City of Seal Beach was the victim of a ransomware attack that affected City computer systems. The attack was targeted at the City's Information Technology service provider, which allowed the hackers to encrypt City computers with the malware, primarily impacting city email and voicemail functions.
- On December 4, 2019, the Cucamonga Valley Water District disclosed a data breach that occurred between August 26, 2019, and October 14, 2019. The breach occurred on a server used to accept one-time credit card payments from customers.
- On March 11, 2019, the Orange County Sanitation District was the victim of a phishing data breach. Over 1,000 employee records were accessed as part of the breach through the District deferred compensation plan.

In addition to these, recent, notable cybersecurity events in the US include the Colonial Pipeline incident, JBS (the world's largest meatpacker), and the Washington DC Metropolitan Police Department. These attacks have resulted in the shutdown or delay in critical services and functions that have increased the cost of goods/services, financial losses, and operational delays.

RISK OF FUTURE EVENTS

TERRORISM/MASS CASUALTY INCIDENT

Given that mass casualty incidents and acts of terrorism stem from a variety of factors: economics, societal pressures, mental health, global geopolitics, warfare, and religion, etc.—

⁸⁸ Costa Mesa Police Department: <https://twitter.com/costamesapd/status/1267281445266939905?lang=en>

⁸⁹ "Fears of anticipated civil unrest postpone Monday's reopening at South Coast Plaza" Cardine, Sara: <https://ca-times.brightspotcdn.com/d1/07/fb9d2aaa4b07a37736b9f019d567/paper.pdf>

it is impossible to predict when an incident occurs. While Costa Mesa does not feature critical national or state facilities, future incidents would likely originate domestically and are less likely to attract the attention of international terrorist groups. Incidents of these types are more likely to be conducted by smaller organizations or individuals aligned with greater-known organizations, although the effects may be no less significant.

CIVIL DISTURBANCE/RIOT

While civil disturbance events may be rare, there is still a possibility that they could occur in the future. Given that several recent civil disturbance events have occurred in the city, it is safe to say that locations like the Orange County Fairgrounds may be areas where such events could emerge in the future. Other locations may include the South Coast Plaza, Segerstrom Center of the Arts, and the Pacific Amphitheater, anywhere large groups of people tend to congregate.

CYBER THREAT

Due to the integrated nature of technology into the everyday lives of Costa Mesa's residents, businesses, and government operations, it is possible that a cyber threat could emerge in the future. While no cyber threats are publicly known to have disrupted the City's normal operations in the past, the likelihood of a cyber threat affecting the residents, businesses, and/or governmental operations in the future is increasing.

CLIMATE CHANGE CONSIDERATIONS

TERRORISM/MASS CASUALTY INCIDENT

The link between mass casualty incidents/terrorism and climate change is not well understood. However, it has been suggested that the impacts of a changing climate may exacerbate existing social, political, religious, and ethnic tensions. For example, longer, more intense droughts may restrict food supply or limit economic growth for cities, regions, or even whole countries. Nevertheless, the likelihood of climate change impacting mass casualty incidents/acts of terrorism in Costa Mesa is negligible since these changes are more likely to impact developments on the national or international level.

CIVIL DISTURBANCE/RIOT

Climate change is not likely to impact future civil disturbances in Costa Mesa.

CYBER THREAT

Climate change is not likely to impact cyber threats in the future within Costa Mesa.

Seismic Hazards

Potential seismic hazards that may affect the City include fault rupture, liquefaction, and seismic shaking.

DESCRIPTION

FAULT RUPTURE

The shifting and movement of the Earth's tectonic plates are responsible for seismic events. These tectonic plates can pull away from, move toward, or pass by each other. As they do,

these plates sometimes lock together. This creates tension, and eventually, the built-up tension is released like a springboard, then dissipates into the Earth's crust.

The location where two tectonic plates join is called a plate boundary, which is considered a fault line. Fault lines are sometimes visible on the Earth's crust as sudden rifts or anomalies in the continuity of the landscape. California's major north-south fault line is the San Andreas Fault—where the North American and Pacific Plates meet. However, constant friction between the two plates over the millennia has caused the areas where the two plates intersect to become fragmented, creating new, smaller faults.

The area near a fault line is at risk of damage due to the potential for a fault rupture—the deformation or displacement of land on either side of the fault, which may move a few inches to several feet in opposite directions. Any buildings or infrastructure situated around, on top of, or across a fault line could be severely damaged or destroyed. The direction of the fault rupture depends upon the fault type: dip-slip faults produce vertical shearing, strike-slip faults produce horizontal shearing, and oblique-slip faults produce both vertical and horizontal shearing. The fourth kind of fault, called a “blind” thrust fault, produces virtually no visible displacement of land.

Some faults have emerged recently in geologic history. Quaternary faults are faults that have developed any time between the Holocene Era and the present (within the last 1.8 million years). These faults are especially concerning since they are the most likely to be active and cause future earthquakes.

The Alquist-Priolo Earthquake Fault Zoning Act enables the California State Geologist to designate zones surrounding active faults as Alquist-Priolo Special Study Zones. These zones require additional study and analysis to determine the location of the fault and the limits of the area prohibited from surface construction on top of the known location of an active fault.

SEISMIC SHAKING

Seismic shaking is the shaking felt on the surface caused by an earthquake. In most cases, earthquakes are not powerful enough for the shaking to be felt. Particularly powerful earthquakes, however, can generate significant shaking, causing widespread destruction resulting in property damage.

LIQUEFACTION

Liquefaction occurs when seismic energy shakes an area with low-density, fine grain soil, like sand or silt, that is also saturated with water. When the shaking motion reaches these areas, it can cause these loosely packed soils to suddenly compact, making the waterlogged sediment behave more like a liquid than solid ground. During liquefaction events, the liquified soil can lose most of its stability, which can cause damage to buildings and infrastructure built upon it. In severe cases, some buildings may completely collapse. Pipelines or other utility lines running through a liquefaction zone can be breached during an event, potentially leading to flooding or the release of hazardous materials.

LOCATION AND EXTENT

FAULT RUPTURE

Splays of the Newport-Inglewood Fault are located within the City; however, the State has not identified any active Alquist-Priolo Special Study Zones. Several regional faults within Alquist-Priolo Special Study Zones are located near the City (in neighboring Huntington Beach and Newport Beach) that could result in fault rupture. **Figure 3-14** identifies the faults located within the City, most of which are not considered active (shown movement at the surface in the past 13,000 years). Regardless, these faults should be accounted for in future development decisions.

SEISMIC SHAKING

The intensity of seismic shaking occurs in relation to the amount of energy discharged by the seismic event, which is dictated by the length and depth of the fault. The longer and nearer the surface the fault movement is, the greater the seismic shaking. In most cases, areas nearest to the fault movement experience the greatest seismic shaking, while areas further away experience less shaking. Seismic shaking can damage or destroy structures leading to partial or even total collapse. The shaking of the ground can also damage or destroy underground utilities or pipelines, potentially leading to releases of hazardous materials and flooding if water lines are breached.

Southern California, including Costa Mesa, is a seismically prone area because of the major active faults that run through the region. The intensity of seismic shaking is usually measured with the Modified Mercalli Intensity (MMI) scale, which is based on the amount of observed damage. The MMI scale has replaced the Richter scale, which is no longer used since it loses effectiveness when measuring larger earthquakes. Since the degree of shaking, and consequently damage, generally decreases as the seismic energy travels further away from the earthquake's point of origin, different sections of a city or region can report different MMI measurements in different locations. Given Costa Mesa's size, it is likely that different sections of the City would report different MMI measurements. The MMI scale depicted in **Table 3-13** uses Roman numerals on a 12-point scale to measure each degree of shaking intensity.

Another scale for measuring seismic shaking is the moment magnitude scale (MMS, denoted M_w or simply M). The MMS measures the energy released by the earthquake beginning at 1.0 and increases as the earthquake's energy grows. The MMS is a logarithmic scale, meaning that the difference between numbers on the scale multiplies as they increase. For example, a 5.0M earthquake is approximately 1.4 times greater than a 4.9M event, 32 times greater than a 4.0M event, and 1,000 times greater than a 3.0M event.

Seismic shaking can also be measured in relationship to the force of Earth's gravity (g). This is typically identified as a percentage ($X\% g$). This method is useful for geographically displaying areas of seismic shaking potential. Percent g is computed by determining the acceleration of the earthquake's motion relative to the force of gravity. The acceleration of gravity is 980 centimeters per second, so if, for example, an earthquake's acceleration is measured at 765 centimeters per second, the shaking is modeled as $765/980$, or .781 g (78.1%

g). **Figure 3-15** shows the predicted intensity of seismic shaking in Costa Mesa using percentages. Darker shaded areas depicted on this map are anticipated to feel earthquakes more intensely than lighter areas. Overall, the City and surrounding areas can expect shaking between .55% g and .75% g.

LIQUEFACTION

Soils must be saturated with water for liquefaction to occur. Areas with high water tables generally have saturated soil since the distance between the shallowest aquifer and the surface is minimal. Areas with alluvial soils—soft sands, silts, and clays—are also susceptible to liquefaction as these soils are fine grain and generally do not bond together well.

Liquefaction events do not have a scale of measurement; however, other factors can be used to assess the extent of damage associated with a liquefaction event, such as:

- Soil type
- Strength of seismic shaking in the area of liquefaction
- Size of the affected area
- Degree of destruction because of the liquefaction

According to the California Geological Survey, parts of Costa Mesa are in a liquefaction potential zone (**Figure 3-16**). This is due to the types of soils in this area, shallow groundwater beneath the City, and proximity to active earthquake faults capable of generating large earthquakes. In this area of the City, the soils are predominantly sandy alluvial soils. The zones of concern are concentrated along the western and northern parts of the City that border the Santa Ana River and 55 Freeway.

Small, isolated areas west of John Wayne Airport are also susceptible to liquefaction, which connect to the Newport Bay east of the City. The largest contributor to these conditions is the depth to groundwater, which in some areas is as shallow as 10 feet beneath the ground surface.⁹⁰



Liquefaction caused by the 1964 Niigata, Japan earthquake caused these apartment blocks to experience severe leaning. Image from the University of Washington.

⁹⁰ Orange County Water District. June 2015. "Groundwater Management Plan 2015 Update." https://www.ocwd.com/media/3503/groundwatermanagementplan2015update_20150624.pdf

Figure 3-14: Fault Rupture Zones in Costa Mesa

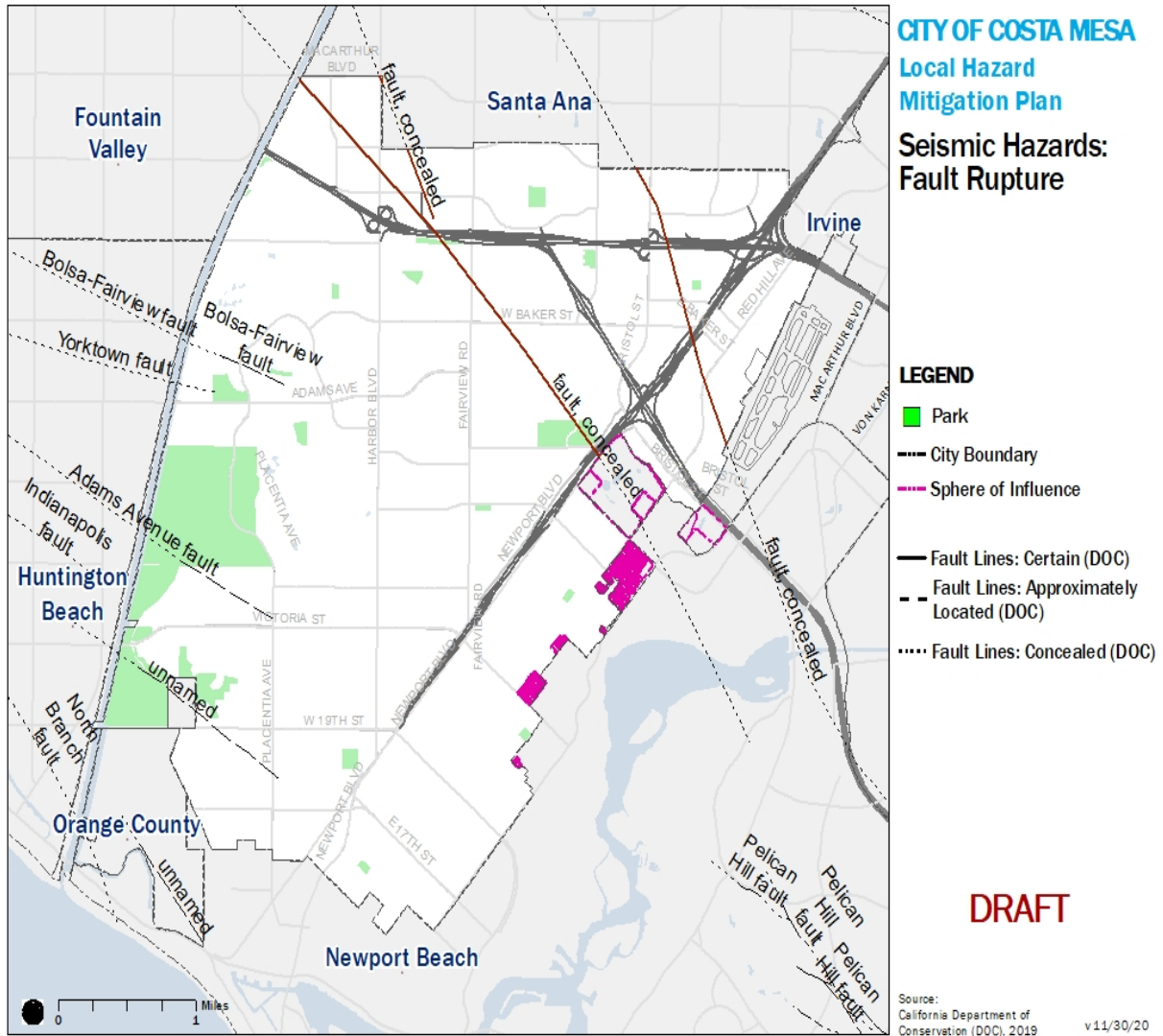


Table 3-13: Modified Mercalli Intensity Scale

Intensity	Description	Description
I	Instrumental	Felt only by a very few people, under especially favorable conditions.
II	Feeble	Felt only by a few people at rest, especially on the upper floors of buildings.
III	Slight	Noticeable by people indoors, especially on upper floors, but not always recognized as an earthquake.
IV	Moderate	Felt by many indoors and by some outdoors. Sleeping people may be awakened. Dishes, windows, and doors are disturbed
V	Slightly Strong	Felt by nearly everyone, and many sleeping people are awakened. Some dishes and windows broken, and unstable objects overturned.
VI	Strong	Felt by everyone. Some heavy furniture is moved, and there is slight damage.
VII	Very Strong	Negligible damage in well-built buildings, slight to moderate damage in ordinary buildings, and considerable damage in poorly built buildings.
VIII	Destructive	Slight damage in well-built buildings, considerable damage and partial collapse in ordinary buildings, and great damage in poorly built buildings.
IX	Ruinous	Considerable damage in specially designed structures. Great damage and partial collapse in substantial buildings, and buildings are shifted off foundations.
X	Disastrous	Most foundations and buildings with masonry or frames are destroyed, along with some well-built wood structures. Rail lines are bent
XI	Very Disastrous	Most or all masonry structures are destroyed, along with bridges. Rail lines are greatly bent.
XII	Catastrophic	Damage is total. The lines of sight are distorted, and objects are thrown into the air.

Source: United States Geological Survey. 2019. *The Modified Mercalli Intensity Scale*.

<https://earthquake.usgs.gov/learn/topics/mercalli.php>

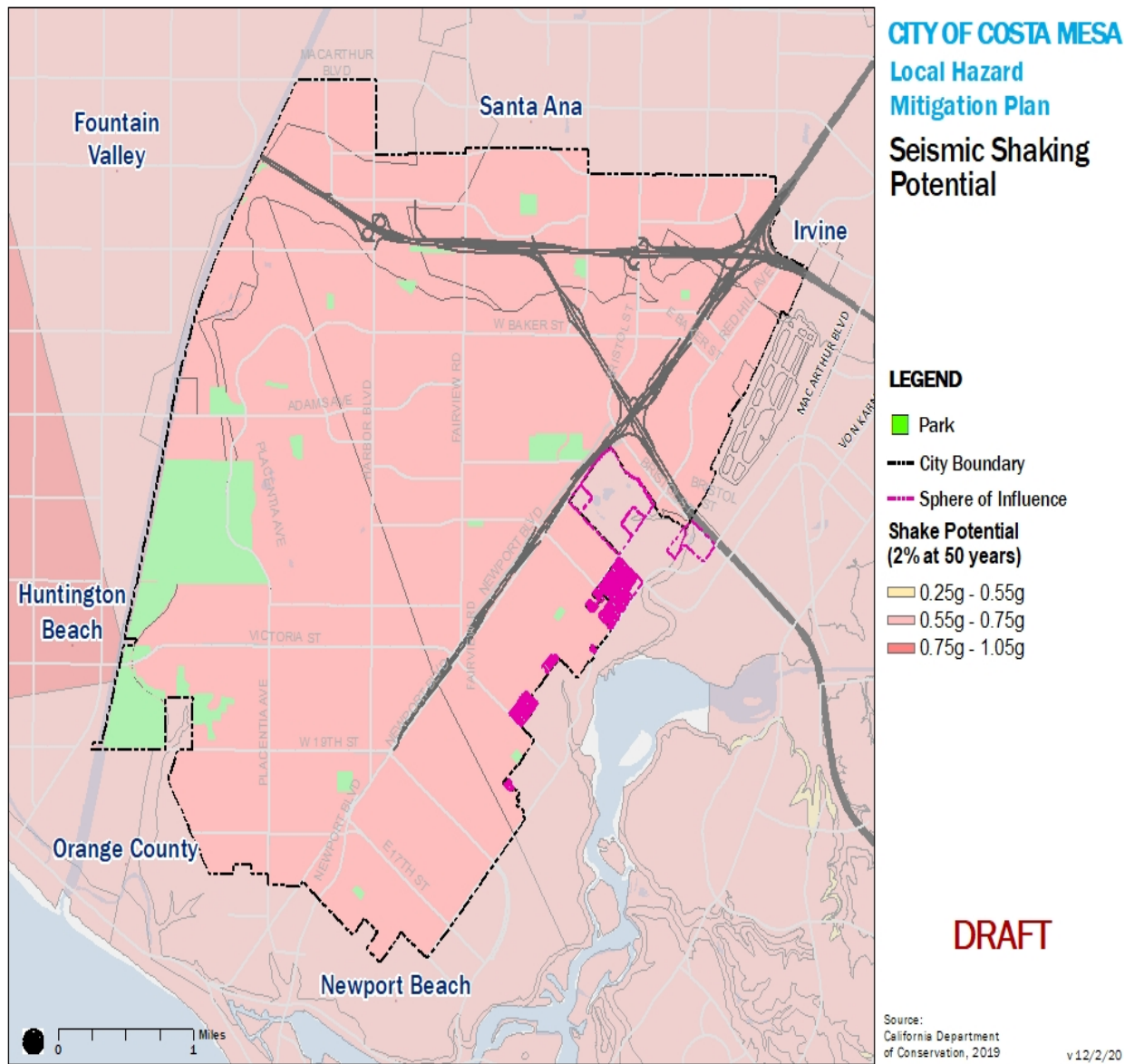
PAST EVENTS

FAULT RUPTURE

The largest recent fault rupture near Costa Mesa was the 1994 Northridge earthquake, a 6.7 Mw event approximately 56 miles from Costa Mesa and the most destructive earthquake in the United States in nearly 100 years. This event killed sixty people, injured more than 7,000, left 20,000 people homeless, and damaged more than 40,000 buildings in Los Angeles, Ventura, Orange, and San Bernardino Counties. Damage to Angel Stadium occurred from this event.⁹¹ More recently and closer to the City, a 5.1 Mw earthquake occurred in La Habra in 2014.

⁹¹ United States Geological Survey. 2020. M 6.7-1km NNW of Reseda, CA (Northridge Earthquake) Overview. <https://earthquake.usgs.gov/earthquakes/eventpage/ci3144585/executive>

Figure 3-15: Seismic Shaking Potential



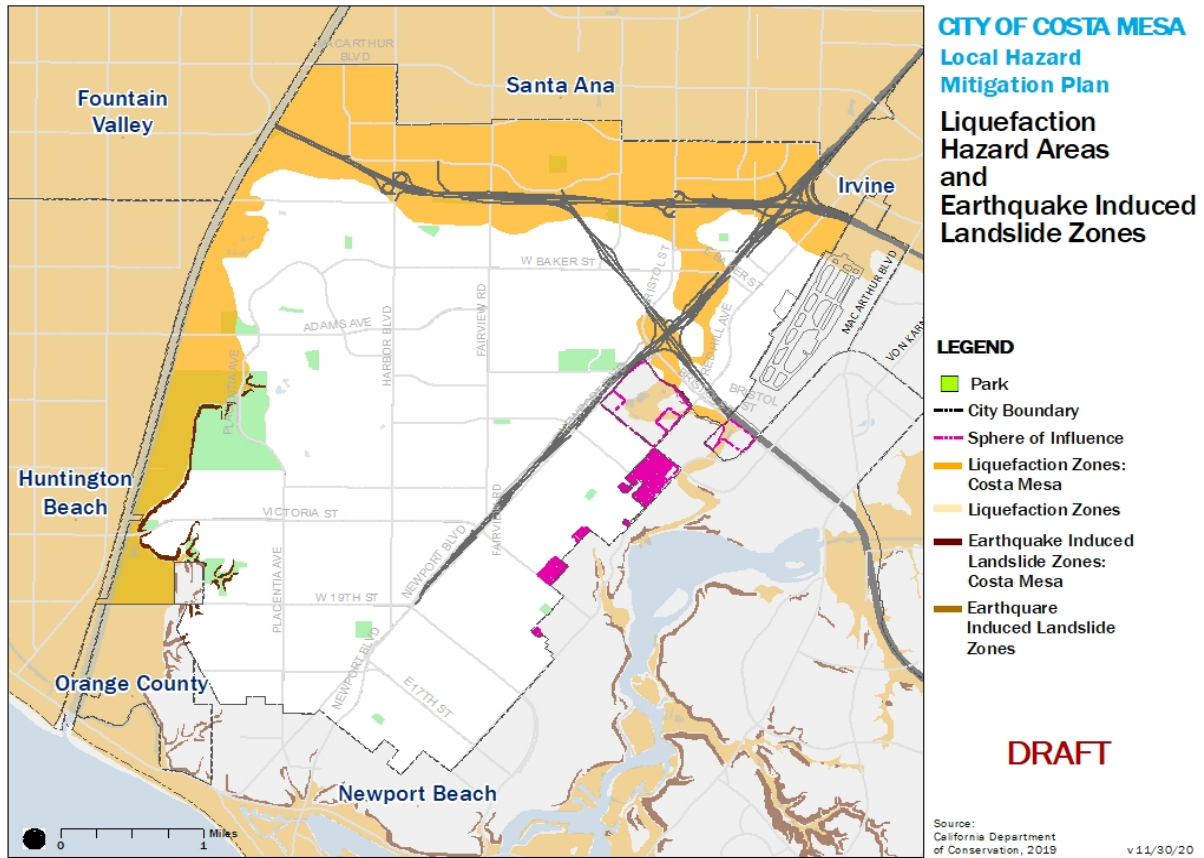
This event caused fault rupturing adjacent to but not directly on the Puente Hills and Whittier faults.⁹² Most recently, a significant swarm of earthquakes in the Ridgecrest area occurred on July 4th and 5th, 2019. Three tremors ranging from 5.4 to 7.1 Mw occurred within the Eastern California shear zone, a region of distributed faulting associated with motion across the Pacific-North America plate boundary, and an area of high seismic hazard.⁹³

⁹² Graves, R., et al. n.d. "What We Know (and Don't Know) about the M5.1 La Habra Earthquake." http://nsm.fullerton.edu/fracking/images/Frack/Graves_-_USGS.pdf

⁹³ United States Geological Survey. 2020. M 7.1 - 2019 Ridgecrest Earthquake Sequence Overview <https://earthquake.usgs.gov/earthquakes/eventpage/ci3144585/executive>

The Newport-Inglewood Fault is defined as one of the most active faults in California; however, the fault splays located within the City have not experienced surficial fault rupture in the past 13,000 years.

Figure 3-16: Liquefaction Hazard Areas and Earthquake Induced Landslide Zones



SEISMIC SHAKING

While no significant earthquake has originated within Costa Mesa or Orange County within the last 100 years, Costa Mesa has undoubtedly felt the shaking of regional earthquakes. The nearest earthquake event to Costa Mesa that caused significant damage throughout the Southern California region was the 1933



Compton Union High School in Long Beach after the 1933 Earthquake. Photo Courtesy, Fred Turner. Researchgate.net

Long Beach earthquake. The actual epicenter for the quake was in the City of Huntington Beach; however, most of the damage occurred in areas north of the epicenter. The event

caused more than \$50 million in property damage and resulted in the deaths of 120 people.⁹⁴ Since Costa Mesa (the City, incorporation was 6/29/1953) did not exist during the earthquake and given that the area was sparsely populated, it is unknown whether residents experienced any property damage from the event. Most of the deaths and damage from the 1933 Long Beach Earthquake occurred because of collapsing, unreinforced masonry buildings.

Other strong, regional earthquakes have occurred in the Southern California region, but their epicenters have been so distant from Costa Mesa that seismic shaking generated by the earthquake did not cause significant property damage or harm to the City. **Table 3-14** shows significant earthquakes—magnitude 6.0 M_w or greater—within 100 miles of Costa Mesa since the beginning of the 20th century. Although there was no substantial damage in Costa Mesa from either earthquake, authorities made disaster declarations in Orange County for the 1994 Northridge Earthquake and 1987 Whittier Narrows Earthquake.^{95, 96}

LIQUEFACTION

There has been no recorded historical occurrence of past liquefaction events in Costa Mesa. Since these events occur in conjunction with strong earthquakes, the nearest and most recent liquefaction event would have occurred near the mouth of the San Gabriel River at Alamitos Bay from the 1933 Long Beach Earthquake. It was reported that pavement buckled, cracks appeared in the ground, and “mud volcanoes” erupted in the Los Alamitos area.⁹⁷

Table 3-14: Significant Earthquakes (6.0+ M_w) Within 100 Miles of Costa Mesa

Event Name	Distance (Miles)*	Magnitude
Ridgecrest Earthquake (2019)	138 (Greater than 100 miles, large event)	7.1
Northridge Earthquake (1994)	65	6.7
Whittier Narrows (1987)	32	6.0
San Fernando (1971)	64	6.6
Long Beach (1933)	22	6.4

*Distance between the epicenter and Costa Mesa.
<https://www.conservation.ca.gov/cgs/Pages/Earthquakes/Earthquakes-Significant.aspx>

⁹⁴ Southern California Earthquake Data Center. 2011. Significant Earthquakes and Faults, Long Beach Earthquake. <http://scecdc.caltech.edu/significant/longbeach1933.html>

⁹⁵ Federal Emergency Management Agency. 2003. California Earthquake, Aftershocks (DR-799). <https://www.fema.gov/disaster/799>

⁹⁶ Federal Emergency Management Agency. 2017. California Northridge Earthquake (DR-1008). <https://www.fema.gov/disaster/1008>

⁹⁷ California Geological Survey. 1998. “Seismic Hazard Zone Report for the Los Alamitos 7.5-Minute Quadrangle, Los Angeles and Orange Counties, California.” http://gmw.conservation.ca.gov/SHP/EZRIM/Reports/SHZR/SHZR_019_Los_Alamitos.pdf

RISK OF FUTURE EVENTS

FAULT RUPTURE

Given the presence of faults within the City, it is likely that fault rupture could occur in the future. However, without further study of the fault segments within the City, it is difficult to estimate the potential probability of this occurrence.

SEISMIC SHAKING

Costa Mesa is in a seismically active region, with several faults located within the City and surrounding area. The known faults running through Costa Mesa are the Newport-Inglewood and the San Joaquin Hills faults. The Newport-Inglewood fault, considered the most active in California, roughly parallels the coastline from the Santa Monica Mountains until just south of Newport Bay, where it heads offshore for an unknown distance. The Newport-Inglewood-Rose Canyon Fault Zone is a branch of the fault that is seismically active and approximately 3.5 miles wide within the City. This fault zone was the zone that triggered the deadly 1933 Long Beach earthquake with a magnitude of 6.3 (Richter Scale). The San Joaquin Hills fault runs just north of the San Joaquin Hills. If an earthquake were to occur on this blind-thrust fault, the rupture (which could be as high as M 7.3) would most likely occur underground, reducing the risk to surface structures. Of course, there would still be a danger posed by any seismic shaking that could damage buildings or infrastructure.

Several other regional faults near the City could potentially trigger a seismic shaking event; these include the San Andreas Fault, San Jacinto Fault, Elsinore (Glen Ivy) Fault, Puente Hills Fault Whittier Fault, and Palos Verdes Faults. It is almost inevitable that an earthquake will occur along one of these faults, causing a major seismic event. The Third Uniform California Earthquake Rupture Forecast (UCERF3) was released in 2015 and is the most recent assessment of the probability of a major earthquake occurring between 2015 and 2044 along faults throughout California. **Table 3-15** identifies the probability of an earthquake of at least M 6.7 occurring along these faults during this period.

In addition to UCERF3 forecasts, which project the odds of a major earthquake on local and regional faults, the U.S. Geological Survey forecasts the severity of seismic shaking in different locations for various plausible earthquake scenarios. **Table 3-16** shows the anticipated shaking in Costa Mesa from some of these scenarios.

The U.S. Geological Survey scenarios show that the Newport-Inglewood and San Joaquin Hills faults could cause the strongest seismic shaking in Costa Mesa. However, the largest magnitude events are anticipated to come from the more distant San Jacinto and San Andreas faults, which could cause earthquakes that have an overall higher magnitude than these closer faults (Newport-Inglewood or San Joaquin Hills). Due to the former faults' distance from Costa Mesa, the shaking intensity felt in Costa Mesa would be reduced compared to the shaking felt nearer the earthquakes' epicenters. The overall magnitude of potential earthquake scenarios along the Newport-Inglewood and San Joaquin Hills faults is

lower than some of the more regional faults, but their proximity to Costa Mesa means that the City would be subjected to high intensity shaking from these earthquakes. In other words, these lower magnitude earthquake scenarios may be more destructive in Costa Mesa than higher magnitude earthquake scenarios that are more distant. As noted in Table 3-15, however, the likelihood of a powerful earthquake occurring along these local faults within the next 25 years is low.

Table 3-15: Earthquake Probabilities for Key Faults near Costa Mesa (2015-2044)

Fault	Distance (Miles)*	Probability			
		6.7+ M _w	7.0+ M _w	7.5+ M _w	8.0+ M _w
San Joaquin Hills	2.3	0.44%	0.41%	0.24%	Negligible
Newport-Inglewood	3.5	0.92%	0.88%	0.43%	Negligible
Puente Hills	14	0.95%	0.65%	0.19%	Negligible
Palos Verdes	14.5	3.08%	2.80%	0.09%	Negligible
Whittier	18	1.45%	1.26%	0.66%	<0.01%
Elsinore (Glen Ivy)	23	3.19%	1.68%	0.89%	<0.01%
Sierra Madre	35	0.93%	0.90%	0.61%	0.03%
San Jacinto	46	5.06%	5.06%	5.01%	2.76%
San Andreas†	50	22.34%	19.38%	16%	6.70%

* Distance between Costa Mesa Civic Center and the nearest point of the fault. All distances are approximate.

† Southern California segments only.

Note: UCERF3 results consist of two individual models (3.1 and 3.2), each of which provides rupture probabilities for each segment of the fault. This table shows the maximum probability for a section of the fault in either model.

Table 3-16: Selected Shaking Scenarios for Costa Mesa

Fault	Magnitude	Distance to Epicenter (Miles)*	MMI in Costa Mesa
San Joaquin Hills	7.02	8.5	VIII (Destructive) - IX (Ruinous)
Newport-Inglewood	7.15	20	VIII (Destructive) - IX (Ruinous)
Puente Hills	7.08	25	VIII (Destructive) - IX (Ruinous)
Palos Verdes	7.38	14.5	VIII (Destructive) - IX (Ruinous)
Whittier	6.98	22	VIII (Destructive) - IX (Ruinous)
Elsinore (Glen Ivy)	7.25	22.5	VIII (Destructive) - IX (Ruinous)
Sierra Madre	7.16	38	VIII (Destructive) - IX (Ruinous)
San Jacinto	7.31	44.5	VIII (Destructive) - IX (Ruinous)
San Andreas†	7.91	48.5	IX (Ruinous)

*Distance between Costa Mesa Civic Center and the epicenter (the point on the surface above where the fault rupture began).

LIQUEFACTION

Due to the types of soil in Costa Mesa and the surrounding area, shallow depth to groundwater, and proximity to active earthquake faults, portions of the City will be perpetually at risk of liquefaction. Since liquefaction events are triggered by seismic shaking, the probability of a liquefaction event occurring depends on the likelihood of an earthquake. However, the likelihood of one of these local faults experiencing an earthquake powerful enough to trigger a liquefaction event within the next 25 years is low. Table 3-15 identifies the probability of a major earthquake greater than M 6.7 occurring and their distance to Costa Mesa.

Regional faults, like the San Andreas or San Jacinto, are more likely to experience a significant earthquake within the next 25 years but may be too distant from Costa Mesa to generate significant shaking intensity to trigger a liquefaction event. As a result, it is only possible to say that liquefaction could occur in the City, but it is impossible to say with certainty when and or where liquefaction may occur.

CLIMATE CHANGE CONSIDERATIONS**FAULT RUPTURE**

Generally, there is no known direct connection between fault rupturing and climate change. Some evidence suggests that greater oceanic pressure on tectonic plates from melting land ice could influence the behavior of seismic events, but there is little to indicate that this would play a major factor in any seismic event, including fault rupturing.

SEISMIC SHAKING

There is no direct link between climate change and seismic activity that could impact Costa Mesa, so climate change is not expected to cause any changes to the frequency or intensity of seismic shaking. Some research indicates that climate change could result in “isostatic rebounds,” or a sudden upward movement of the crust as a result of reduced downward weight caused by ice sheets/ glaciers. As glaciers are known to melt when overall global temperatures increase, climate change could indirectly increase seismicity.

LIQUEFACTION

Climate change is anticipated to change the usual precipitation patterns in Southern California. Periods of both rain and drought are anticipated to become more intense and frequent. This could translate into greater amounts of precipitation during rainy periods and reduced amounts during droughts. These changes in frequency and intensity of precipitation could change the groundwater aquifer beneath Costa Mesa and Orange County as a whole. Increasing groundwater levels could expand areas of potential liquefaction susceptibility during wetter periods and the opposite during drier periods. Therefore, depending on the circumstances, climate change could either increase or decrease the future risk of liquefaction in Costa Mesa.

Severe Weather (Extreme Heat, Severe Wind, Severe Storms)

The severe weather hazard profile includes discussions of extreme heat, severe wind, and severe storms.

DESCRIPTION

EXTREME HEAT

Extreme heat is a period when temperatures are abnormally high relative to a designated location's normal temperature range. There are generally three types of extreme heat events:⁹⁸

Extreme Heat Days: a day during which the maximum temperature surpasses 98 percent of all historic high temperatures for the area, using the time between April and October from 1961 to 1990 as the baseline.

Warm Nights: a day between April to October when the minimum temperature exceeds 98 percent of all historic minimum daytime temperatures observed between 1961 to 1990.

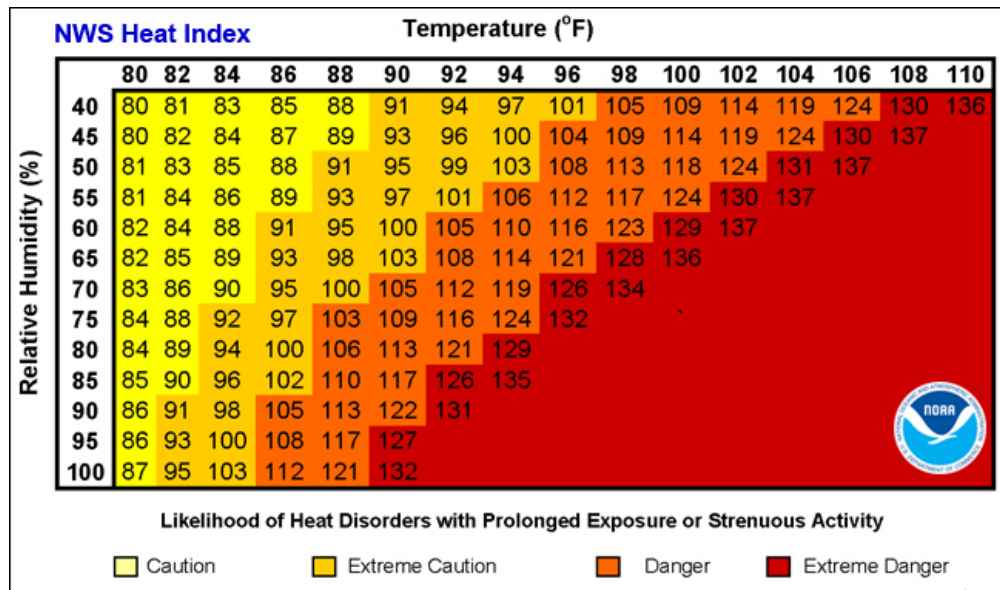
Extreme Heat Waves: a successive series of extreme heat days and warm nights where extreme temperatures do not abate. While no universally accepted minimum length of time for a heatwave event exists, Cal-Adapt considers four successive extreme heat days and warm nights to be the minimum threshold for an extreme heatwave.

Extreme heat events will feel different from region to region since different areas have different historic high temperatures. For example, an extreme heat day on the coast will feel different from that in the High Desert. The reason for this is how humidity plays a factor in the perceived heat that people feel. Humid conditions will make a day feel hotter than non-humid conditions, even though the temperature may be the same. The difference between the perceived temperature and the actual temperature is known as the "heat index." To illustrate the effect of the heat index, a 90-degree day with 50 percent humidity feels like 95°F, whereas a 90°F day with 90 percent humidity feels like 122°F. **Figure 3-17** shows the National Oceanic and Atmospheric Administration (NOAA)'s National Weather Service Heat Index.

Extreme heat poses several dangers to public health. The human body is vulnerable to long periods of high temperatures and will eventually enter a state of heat exhaustion and dehydration if exposure to heat is extended. If exposure to high temperatures is particularly prolonged to the point that internal body temperature surpasses 105°F, heatstroke may occur, and organ failure and even death may soon follow without intervention.

⁹⁸Cal-Adapt. 2020. Extreme Heat Days & Warm Nights. <https://cal-adapt.org/tools/extreme-heat/>

Figure 3-17: NOAA National Weather Service Index



SEVERE WIND

Wind is simply the movement of air caused by differences in atmospheric temperature. High-pressure air will naturally move to areas of low pressure. Usually, the distance between these high- and low-pressure zones is far; however, on occasion, these low- and high-pressure zones may be near one another. When this happens, air will flow dramatically, creating high-speed winds. The most common wind events in southern California are the “Santa Ana” wind conditions that typically occur in the fall and winter.



Santa Ana Wind Events

When winds are fast enough, they can cause property damage to homes, public facilities, utilities, and other infrastructure. They can also uproot or topple mature trees or pick up debris and send it careening through the air. This debris can injure or even kill bystanders who may find themselves stranded outside. High-speed winds can also deposit this debris in the middle of rights-of-way, such as roads, freeways, and railways, blocking exit routes for would-be evacuees or impeding access to first responders trying to reach wounded people.

SEVERE STORMS

During severe weather events such as strong storms, rain can fall at such a high rate that it cannot drain away fast enough. The resulting heavy rain can cause flooding, leading to inundation and potential damage to buildings, road networks, public areas, utilities, and

other critical pieces of infrastructure. In California, heavy rainfall events are often short, intense bursts of rain, but in some cases, heavy rain can persist for multiple days.

LOCATION AND EXTENT

EXTREME HEAT

Extreme heat events are not limited to any part of the City. They occur with the same intensity and duration at the same time across all locations in Costa Mesa. According to Cal-Adapts' website,⁹⁹ the minimum threshold for an extreme heat day in Costa Mesa is 89.4°F. The minimum threshold for a warm night in Costa Mesa is 67.6°F. These thresholds are based on a 2% probability event.

SEVERE WIND

In Southern California, the most common type of severe wind event is called the Santa Ana winds. During the fall and winter months, high pressure over Nevada and Utah forces air down from the high desert toward the ocean. As the winds descend, they heat up and increase in speed, sometimes carrying particulate matter and aggravating the respiratory health of those who have allergies.¹⁰⁰

Costa Mesa is often affected by Santa Ana winds blowing through the Santa Ana Mountain range. Santa Ana winds are a leading cause of wildfires in California.

Generally, winds are measured using the Beaufort scale, developed in 1805, categorizing wind events on a force scale from 0 to 12 using their speed and impacts. Any wind that is classified as force nine or above is generally considered a severe wind event. **Table 3-17** shows how the Beaufort scale classifies wind events in detail.

SEVERE STORMS

The location and size of a rain event vary depending on regional geography and regional and global weather events. For example, small precipitation events may occur in only one section of Costa Mesa. In contrast, a large rain event could inundate a majority of Orange County and other parts of southern California.

California's precipitation varies from year to year, depending on how much moisture the state receives from atmospheric rivers. Atmospheric rivers are corridors along which wet air travels from the tropics to continents. When the moisture arrives in California, it may precipitate as rain or snow. One of California's most known atmospheric rivers is the "Pineapple Express," which brings moist air from the ocean surrounding Hawaii to California. An immense amount of moisture may be transported along the atmospheric rivers that cross over California during certain years, leading to severe rains.¹⁰¹

Another weather phenomenon influencing rainfall in southern California is "El Niño," officially referred to as the "Southern Oscillation" or "El Niño–Southern Oscillation (ENSO)." ENSO can cause increased rainfall, particularly during the winter months, caused by warming of the surface of the eastern tropical Pacific Ocean, leading to the evaporation of

⁹⁹ <https://cal-adapt.org/tools/extreme-heat/>

¹⁰⁰ UCSD (University of California, San Diego). 2016. "Santa Ana." http://meteora.ucsd.edu/cap/santa_ana.html

¹⁰¹ "What are atmospheric rivers?" <https://www.noaa.gov/stories/what-are-atmosphericrivers>

warm, moist air into the atmosphere. Winds bring this moisture to the eastern Pacific and the American continents, where it falls as rain. ENSO does not always lead to increased rainfall by default, but in general, it can increase the chances of winter with higher-than-usual precipitation.^{102, 103}

Table 3-17: Beaufort Scale

Force	Speed (mph)	Description
1	0 to 1	Calm: Smoke rises vertically, and the sea is flat
2	1 to 3	Light air: The direction of wind is shown by smoke drift, but not wind vanes
3	4 to 7	Light breeze: Wind is felt on the face, leaves rustle, and wind vanes are moved. Small wavelets appear on the ocean, but do not break
4	8 to 12	Gentle breeze: Leaves and small twigs are in motion, and light flags are extended. Large wavelets appear on the ocean, and crests begin to break
5	13 to 18	Moderate breeze: Dust and loose paper become airborne, and small branches are moved. Small waves appear on the ocean
6	19 to 24	Fresh breeze: Small trees begin to sway and moderate waves form
7	25 to 31	Strong breeze: Large branches are in motion, and using an umbrella becomes difficult. Large waves begin to form
8	32 to 38	Near gale: Whole trees are in motion and walking against the wind can be hard. Foam from breaking waves is blown in streaks
9	39 to 46	Gale: Walking is difficult, and twigs break off trees
10	47 to 54	Severe gale: Slight structural damage. Crests of waves begin to topple
11	55 to 63	Storm: Trees are uprooted and considerable damage to structures. Very high waves form in long, overhanging crests
12	63 to 72	Violent storm: Widespread damage. Exceptionally high waves form, and the ocean is completely covered in foam

*Source: <https://www.weather.gov/mfl/beaufort>.

Rain events are usually measured by the amount of precipitation that falls.¹⁰⁴ **Table 3-18** categorizes rain events by the amount of precipitation per hour.

Table 3-18: Measuring Heavy Rain Events

Rain Type	Description
Heavy Rain	More than 4 mm per hour but less than 8 mm per hour
Very Heavy Rain	Greater than 8 mm per hour
Moderate Shower	Greater than 2 mm, but less than 10 mm per hour
Heavy Shower	Greater than 10 mm per hour, but less than 50 mm per hour
Violent Shower	Greater than 50 mm per hour

Source: <https://water.usgs.gov/edu/activity-howmuchrain-metric.html>
mm = millimeter

¹⁰² NOAA. 2014. "What Is the El Niño–Southern Oscillation (ENSO) in a Nutshell?" <https://www.climate.gov/news-features/blogs/enso/what-el-ni%C3%B1o%E2%80%93southern-oscillation-enso-nutshell>

¹⁰³ NOAA. 2016. "El Niño and La Niña: Frequently Asked Questions." <https://www.climate.gov/news-features/understandingclimate/el-ni%C3%B1o-and-la-ni%C3%B1a-frequently-asked-questions>.

¹⁰⁴ <https://www.climate.gov/enso>

PAST EVENTS

EXTREME HEAT

Local data from within Costa Mesa is generally available using the Tustin, Irvine Ranch and the Santa Ana Fire Station, National Weather Service Cooperative Network stations. The data indicates that the average maximum temperature for the area from all years between 1902 and 2016 is 84.7°F, occurring in August.¹⁰⁵ Given that the minimum threshold for an extreme heat day in Costa Mesa is 93°F, it is rare that the temperature exceeds this threshold regularly. Still, extreme heat events have occurred in the region, which occasionally impact the City as well. Some significant historic extreme heat events include:

In September 1963, the temperature reached 113°F at the now defunct El Toro Air Force Base, and the surrounding region was also hot, including coastal areas. Temperatures in Carlsbad and Oceanside reached 108°F. School children and employees were sent home due to the heat, and some agricultural crops were destroyed.

In April 1989, daily high-temperature records were set for all weather monitoring stations in Southern California. Los Angeles and Riverside set records at 106°F and 104°F, respectively.¹⁰⁶

In September 2020, Costa Mesa experienced three consecutive days of temperatures that exceeded 99°F, requiring the City to open a cooling centers.

More recent extreme heat events have also affected the greater region surrounding Costa Mesa:

- Throughout July 2018, extreme heat waves occurred throughout Southern California, including Costa Mesa. The hottest day of the heat waves occurred on July 6 when temperatures reached 114°F in Santa Ana, CA (adjacent to Costa Mesa). A second but less intense extreme heatwave occurred on July 25, where regional temperatures went above 100°F in places like Burbank. While local temperature data for Costa Mesa is not available, the weather monitoring station at nearby Long Beach Airport indicates that the temperature reached 95°F that day.¹⁰⁷
- On October 23, 2017, Southern California experienced two extreme heat days. The weather monitoring station at Long Beach Airport indicated that temperatures reached 105°F that day.¹⁰⁸

SEVERE WIND

There have been several strong wind events recorded in and around Costa Mesa:¹⁰⁹

¹⁰⁵ <https://wrec.dri.edu/cgi-bin/cliMAIN.pl?ca7888>

¹⁰⁶ National Oceanic and Atmospheric Administration. May 2017. "A History of Significant Weather Events in Southern California." <https://www.weather.gov/media/sgx/documents/weatherhistory.pdf>

¹⁰⁷ Climate Signals. December 2018. *Southern California Heat Wave July 2018*.

<https://www.climatesignals.org/events/southern-california-heat-wave-july-2018>

¹⁰⁸ Weather Underground. 2019. Long Beach Airport, California – October 2017.

<https://www.wunderground.com/history/monthly/us/ca/long-beach/KLGB/date/2017-10>

¹⁰⁹ National Oceanic and Atmospheric Administration. May 2017. "A History of Significant Weather Events in Southern California." <https://www.weather.gov/media/sgx/documents/weatherhistory.pdf>

- In November 1957, Santa Ana winds exacerbated wildland fires, endangered air traffic, and triggered sandstorms in the Fontana area.
- In April 1962, strong Santa Ana winds howled throughout the region, uprooting trees, causing property damage, and interrupting customer power transmission.
- In November 1996, Santa Ana winds blew at 35 to 45 miles per hour throughout most of southern California, although winds were recorded close to 100 miles per hour in certain areas. In December 1996, gusts were recorded in Fremont Canyon near Tustin at 111 miles per hour. Injuries were recorded in Huntington Beach when a 60-foot tree was uprooted by the winds and fell on top of people.
- In October 1997, a fire caused by scrap metal was carried by 45-mile-per-hour Santa Ana winds throughout the Santa Ana Mountains, causing widespread property damage in eastern Orange County.
- In October 1998, a thunderstorm sent destructive winds through Orange County. Trees everywhere were uprooted and blown onto vehicles and buildings. A power outage affected more than 18,000 utility customers across Los Alamitos, Rossmoor, Cypress, Tustin, Santa Ana, and Garden Grove.
- In October 2007, winds up to 85 miles per hour blew through Fremont Canyon near Tustin. These winds caused extensive damage to structures and vehicles. The winds also exacerbated existing wildland fires, causing widespread evacuations and burning more than 49,000 acres.
- In November 2008, strong Santa Ana winds exacerbated and spread the Freeway Complex Fire, one of the most destructive fires in Southern California history. More than 30,000 acres were burned.

SEVERE STORMS

Costa Mesa and Orange County have experienced heavy rain events that have inundated many communities. Some significant historical events include:¹¹⁰

- 1861-1862 - Epic floods caused by rain over 30 days in succession. The Santa Ana River in Anaheim ran 4' deep and spread in an unbroken sheet to Coyote Hills, 3 miles beyond (present Fullerton). Twenty people died in Orange County due to this event.
- 1997 - A stationary line of thunderstorms brought the heaviest rain in 70 years to portions of Orange County. Rainfall totals ranged from 4 inches to 10 inches in some parts of the southland. Newport Beach and Laguna Beach reported respective rainfall totals of 6.00 inches and 5.50 inches, both all-time records by more than an inch for a single day. Widespread flooding in Orange County. Mudslides and coastal erosion.

¹¹⁰ National Oceanic and Atmospheric Administration. May 2017. "A History of Significant Weather Events in Southern California." <https://www.weather.gov/media/sgx/documents/weatherhistory.pdf>

- 1998 - Up to 3" of rainfall fell over Southern California, causing catastrophic and widespread flooding, especially in Newport Beach and Irvine. Significant property damage occurred in south Orange County, requiring evacuations and swift water rescues. Impacts from this event included landslides, mudslides, sinkholes, and damage to roads, bridges, and railroads.
- 2008 - Heavy rain from thunderstorms was produced by a very cold and unstable storm from the north, causing several debris flows. In the Santiago burn area of eastern Orange County, damage was done to homes and businesses.

RISK OF FUTURE EVENTS

EXTREME HEAT

Extreme heat events occur annually in Costa Mesa a few times each year. All expectations are that the probability they will occur again in the future is highly likely and anticipated to increase in the future.

SEVERE WIND

Given Costa Mesa's history of severe wind events, it is very likely that wind events will continue to impact the city. The most probable source of wind events in the future will likely originate from the Santa Ana winds or extreme storms. All expectations are that the probability they will occur again in the future is highly likely.

SEVERE STORMS

There is no indication that rainfall or severe rain hazards will abate either in Costa Mesa or the greater region of Southern California in the future. While Costa Mesa may experience prolonged periods of dry or wet years, all expectations are that the probability they will occur again in the future is highly likely and anticipated to increase in the future.

CLIMATE CHANGE CONSIDERATIONS

EXTREME HEAT

The primary effect of climate change is warmer average temperatures. The warmest decade on record is 2011-2020, with the warmest three years on record occurring in 2016, 2019, and 2020.¹¹¹ As climate change accelerates in the 21st century, it is anticipated that extreme heat events will become more frequent and intense in California, including Costa Mesa. In Costa Mesa specifically, the projected average number of extreme heat days per year could increase from 4 to 12, assuming global greenhouse gas emissions peak around 2040, then decline. If global greenhouse gas emissions continue to rise until 2100, the number of extreme heat days could increase to as many as 28 days per year. The number of warm nights could increase from 4 to 37, assuming an emissions peak and decline in 2040 but could increase to as many as 86 if emissions continue to rise until 2100.¹¹²

¹¹¹ World Meteorological Organization. January 15, 2021 2020 was one of the three warmest years on record.

<https://public.wmo.int/en/media/press-release/2020-was-one-of-three-warmest-years-record>

¹¹² <https://cal-adapt.org/tools/extreme-heat/>

SEVERE WIND

It is anticipated that the atmospheric rivers that deliver storms to Southern California may intensify because of climate change. While the average number of storms in Southern California will remain the same, storms are expected to increase in strength by 10 to 20 percent (Oskin 2014). This increase in storm intensity may also bring more intense winds to the Southern California region, including Costa Mesa. It is not yet known if climate change will affect the frequency or intensity of Santa Ana wind events.

Regarding Santa Ana winds, however, studies indicate that these events may be affected in varying ways. According to one study that examined two global climate models, there is a projected increase in future Santa Ana events. However, other studies have found that the number of Santa Ana events may decrease by about 20% in the future.¹¹³ Given the anticipated increases in temperatures throughout the region, future events are anticipated to become more severe in some cases, even if the number of events decreases.

SEVERE WEATHER

Climate change is expected to alter rainfall patterns in southern California, including Costa Mesa. As the climate warms, rain events are predicted to become more intense. Costa Mesa will likely experience more rain inundation events that lead to flooding and erosion and increase the threat of dam failure, tree mortality, and other potential hazards.

Urban Fire

DESCRIPTION

An urban fire is a fire that causes damage to buildings or infrastructure in an urbanized area. In some minor situations, the fire prompts the evacuation of the building's occupants, and the fire is contained within a short amount of time by firefighting teams or the building's fire suppression systems. In severe cases, the fire leads to the complete destruction of the building and can spread to other surrounding properties. Common causes of urban fires include stoves that are accidentally left on, short-circuited electrical equipment, or mishandling of household tools. Larger urban fires may be caused by breaches in gas pipelines, large transportation accidents, or downed electrical transmission wires. Fires can also be intentionally started by arsonists.

LOCATION AND EXTENT

Most of Costa Mesa's buildings consist of wooden-frame construction, which is susceptible to catching fire. Even structures that do not have wooden frames, such as large medical facilities or office towers, are at risk of urban fires. These locations contain furniture, papers, plant material, textiles, and other objects that can be ignited. Given that nearly all of Costa Mesa is developed, urban fires can occur at any location in the City since any one of these structures can burn.

¹¹³ Hall, Alex, Neil Berg, Katharine Reich. (University of California, Los Angeles). 2018. Los Angeles Summary Report. California's Fourth Climate Change Assessment. https://www.energy.ca.gov/sites/default/files/2019-11/Reg%20Report-%20SUM-CCCA4-2018-007%20LosAngeles_ADA.pdf

Fires are also likely to occur where there are major pieces of infrastructure, such as gas pipelines, power lines, or highways. SoCalGas operates a large high-pressure gas pipeline underneath Fair Dr and Joann St. If this pipeline were to breach and the released gas ignites, any structures located along the extent of the breach would likely catch fire. SoCal Edison owns and operates above-ground, high-voltage transmission lines strung from poles on a right-of-way through the City. While there are no structures directly beneath the utility poles in most cases, there are still adjacent trees, vehicles, and yards that could ignite if a downed power line encountered them. If any of these landscaped spaces or vehicles caught fire, it could spread to surrounding homes and buildings if hot cinders from the fire came in contact with the buildings. State Route 55 also runs through the City and carries thousands of vehicles every day. If a major transportation accident were to occur on the freeway, it could potentially cause a fire. Given that the freeway and sound walls are non-flammable, it is anticipated that a fire that begins on the freeway would most likely be contained to the freeway. There are some portions of the freeway where no sound walls separate the landscaped easement from the freeway traffic. It is possible that an intense fire in these sections of the freeway could spread to the easement and properties adjacent to the freeway (Ex: OC Fair Grounds).

A fire can only ignite as there are three elements present: heat, fuel, and oxygen. If any one of these elements is removed, the fire will extinguish itself. In Costa Mesa, there is abundant fuel given the thousands of structures and flammable objects contained in each of them, and oxygen is nearly always present in most situations. Activity that creates intense heat that is unmonitored or unregulated may lead to the ignition of a fire. The National Institute of Fire and Technology has developed a scale that measures the increase of temperature and the kind of fire response that develops. **Table 3-19** shows the progression of temperature relative to fire response.

Once a fire has been ignited, it could conceivably grow to an indefinite size if abundant fuel and oxygen are available. For example, a fire that ignites in one house could hypothetically continue to expand and even spread to other adjacent houses if there was enough fuel to link the structures together. Fires in confined spaces may occasionally burn so intensely that they consume all the oxygen available to them and burn out before expanding.

PAST EVENTS

While there is no information available indicating that specific fires have occurred in Costa Mesa, other cities in the surrounding area in Orange County have experienced urban fires. Some examples are included below:

- Fullerton, CA: An unknown serial arsonist started a series of 15 fires in trash bins and dumpsters throughout Fullerton across a five-month period from 2016 to 2017. Nobody was injured, and no significant property was destroyed, though some of the containment sheds for the dumpsters were burned.¹¹⁴

¹¹⁴ CBS Los Angeles. February 2017. 4 Early Morning Fullerton Fires Likely Linked to Arson Spree, Policy Say. <https://losangeles.cbslocal.com/2017/02/07/4-early-morning-fullerton-fires-likely-linked-to-arson-spree-police-say/>

Table 3-19: Fire Susceptibility Based on Temperature Increase

Temperature (°F)	Response
98.6 °F	Average normal human oral/body temperature.
101 °F	Typical body core temperature for a working fire fighter.
109 °F	Human body core temperature that may cause death.
111 °F	Human skin temperature when pain is felt.
118 °F	Human skin temperature causing a first-degree burn injury.
130 °F	Hot water causes a scald burn injury with 30 s exposure.
131 °F	Human skin temperature with blistering and second degree burn injury.
140 °F	Temperature when burned human tissue becomes numb.
162 °F	Human skin temperature at which tissue is instantly destroyed.
212 °F	Temperature when water boils and produces steam.
482 °F	Temperature when charring of natural cotton begins.
>572 °F	Modern synthetic protective clothing fabrics begin to char.
≥752 °F	Temperature of gases at the beginning of room flashover.
≈1832 °F	Temperature inside a room undergoing flashover.

Source: [National Institute of Fire Technology. July 2018. Fire Dynamics](#)

- Seal Beach, CA: The retirement community of Leisure World has experienced numerous fires within the last ten years. A carport caught fire in 2017, destroying eight vehicles and resulting in property damages worth \$220,000. In 2014, five homes in the community caught fire and caused damages worth an estimated \$1 million. In both instances, there were no fatalities.¹¹⁵

- Buena Park, CA: In 2017, An OCFA fire station near the theme park of Knott’s Berry Farm caught fire in the early morning resulting in the destruction of firefighting equipment worth \$1.5 million, including a 100-foot fire engine, an SUV, and two swift-water emergency vehicles.



An Orange County Fire Authority station in nearby Buena Park, CA is seen here ablaze in an unexplained 2017 urban fire. Image from Kevin Warn

Nobody was harmed by the fire. The cause of the fire was uncertain, but it is suspected that the building’s age was a contributing factor.¹¹⁶

¹¹⁵ Fausto, A. July 2017. “Fire at Leisure World in Seal Beach destroys 7 cars 1 golf cart.” OC Register.

<https://www.ocregister.com/2017/07/03/fire-at-leisure-world-in-seal-beach-destroys-7-cars-1-golf-cart/>

¹¹⁶ Sudock, J. and Whitehead, B. January 2017. “Fire at fire station near Knott’s destroys 4 fire vehicles, including \$1 million aerial truck. OC Register. <https://www.ocregister.com/2017/01/13/fire-at-fire-station-near-knotts-destroys-4-fire-vehicles-including-1-million-aerial-truck/>

- Anaheim, CA: In April 1982, numerous homes and multi-family housing units caught fire, causing damages worth \$18.5 million and displacing 1,288 residents. The fire ignited in a palm tree after it repeatedly encountered a power line. The blaze eventually spread to surrounding buildings because of intense Santa Ana winds.¹¹⁷

RISK OF FUTURE EVENTS

If the conditions for an urban fire exist in Costa Mesa, the City will forever be at risk for experiencing an urban fire event. It is impossible to predict the precise likelihood of an urban fire emerging in the City, given how each fire event has unique origins. Some areas, however, are at an increased risk of an urban fire igniting, such as the buildings and homes along the SoCalGas pipeline's course through the City. Given that there have been no records of significant urban conflagration incidents in Costa Mesa, the overall likelihood of an urban fire starting in Costa Mesa is exceptionally low.

CLIMATE CHANGE CONSIDERATIONS

While climate change has been linked to a potential increase in wildfire events, it is not clear exactly how climate change could influence the ignition or behavior of urban fires in Costa Mesa.

¹¹⁷ Murphy, K. September 1985. "Anaheim Settles with Victims of 1982 Firestorm." Los Angeles Times. <https://www.latimes.com/archives/la-xpm-1985-09-12-me-21107-story.html>

Chapter 4 – Threat and Vulnerability

The threat assessment process looks at the harm that each hazard event discussed in Chapter 3 may cause in three different areas: the physical threat to key facilities, the threat to vulnerable populations, and the threat to any other community assets.

Threat Assessment Process

The threat assessment process looks at the harm that Costa Mesa may experience from a hazard event but does not consider its likelihood, so it gives equal consideration to hazards that are more likely (e.g., earthquakes, flood) as well as hazards that are less probable (e.g., aircraft incident, dam failure).

The threat assessment examines three aspects of each hazard: the physical threat to Critical Facilities (CFs) and Facilities of Concern (FOC), the social threat to vulnerable populations, and the threat to any other assets that may be affected.

Critical Facilities and Facilities of Concern

Critical facilities consist of properties and structures that play important roles in government operations and their services to the community. Examples of CFs include local government offices and yards, community centers, public safety buildings like police and fire stations, schools, and any other properties a city has deemed essential for its operations. CFs may also serve dual roles if a city designates them as public assembly points during an emergency. The City often owns CFs, but many are also owned and operated privately, such as some utilities and telecommunication infrastructure.

The Hazard Mitigation Planning Committee identified 89 CFs or FOC in Costa Mesa that fall into 6 different categories based on their function or characteristics. **Table 4-1** shows the number of CFs and FOC in each category, the total estimated value of the facilities in each category, and examples of the facilities in each. **Appendix D** has a complete list of the CFs and FOC.

The potential loss value is the total insured value of the CFs that fall within the hazard zone. It is intended to provide the ballpark estimate of replacement cost if the property is completely or severely damaged. The actual costs of repair could be smaller or larger than the provided estimate. The data relies on the City's Insured Asset Values, and therefore, information for facilities not owned by the City are not shown (e.g., bridges, private buildings). In some instances, replacement cost information was not made available. Where this occurs, "N/A" has been used within the table.

Based on the available data provided by the City, there is a minimum of \$153,537,534 worth of City-owned assets. Due to data limitations, the total potential loss value of all City-owned and non-City-owned assets is much higher but unknown. The greatest potential for loss among the City-owned assets comes from the Bridges category, including underpasses and overpasses throughout the City. The next category with the greatest potential for loss is the

City Vital Operations category, including the Civic Center Complex, Civic Center Annex, Police Station, and Fire Stations. To better understand the magnitude of impacts, this plan identifies representative percentages of potential impact based on the total valuation of City assets. For planning purposes, we identified different tiers of the impact that could happen. It is reasonable to assume that impacts would not exceed 50% of the total asset value city-wide. The following are parameters to help understand how much a proposed investment/improvement compares to the existing assets within the City:

- 1% Impact - \$1,535,375
- 5% Impact - \$7,676,877
- 10% Impact - \$15,353,753
- 20% Impact - \$30,707,507
- 50% Impact - \$76,768,767

The likelihood that all facilities are completely damaged at the same time is extremely remote. Most impacts are anticipated to be isolated to certain locations based on the hazard. This estimate does not include the value of underground infrastructure and surface drainage facilities owned and operated by the City.

Table 4-1: Critical Facilities and Facilities of Concern

Category	Number of Facilities		Examples	Potential Loss
	CRITICAL	CONCERN		
City Vital Operations	12	0	City Hall, Police Station, Fire Station, Operations Support	\$104,827,174
City Community Centers	4	0	Community Centers	\$20,840,840
City Resident Services	0	13	Senior Center, Animal Shelter, Bridge Shelter, Daycares, Other Community Facilities, Homeless Shelter	\$19,720,950
City Recreation Support	1	16	Parks, Recreation Amenities, Sports Complexes, and support facilities	\$8,148,570
Bridges	13	0	Overpasses and underpasses within the City	-
Schools**	0	25	Newport-Mesa Unified School District and OC Department of Education Facilities	-
HazMat Locations	0	5	Site previously contaminated or undergoing clean up	-
Total	30	59	---	\$153,537,534

* Potential loss data are estimates only, as replacement values for some facilities were not available. Actual losses may be greater than the estimate presented in this table.

** In addition to the number of schools listed above, there are 24 private schools and pre-schools in the city.

Vulnerable Populations

Factors such as age, physical and/or mental condition, socioeconomic status, access to key services, and many other factors affect the ability of people to prepare for and protect themselves and their property from a hazard event. Even though some hazard events may impact all parts of Costa Mesa equally, different people may experience the impacts differently. Higher-income households, for instance, are likely more able to afford the cost of retrofitting their homes to resist flooding or move to a location that is less prone to flooding than a lower-income household. As a result, the higher-income household is less likely to experience significant damage during a flood event than the lower-income household, even if the same amount of rain falls on both.

A social threat analysis examines the ways hazard events are likely to impact different demographic populations in Costa Mesa and where these different demographic populations live in the City. This includes assessing whether the people in an area of an elevated hazard risk are more likely than the average person to be considered a threatened population. The social threat analysis uses the following criteria to assess the threat to vulnerable populations:

- **Disability status:** Persons with disabilities may often have reduced mobility and experience difficulties living independently. As a result, they may have little or no ability to prepare for and mitigate hazard conditions without assistance from others.
- **Income levels:** Lower-income households are less likely to have the financial resources to implement mitigation activities on their residences. They may also struggle with having the necessary time to find and access educational resources discussing hazard mitigation strategies. Furthermore, lower-income households are less likely to be able to afford to move to areas that are safer or less at risk of being impacted by a hazard. The national poverty limit standard for the U.S. for a four-person family is approximately an income of \$26,200 or less. For Orange County, the FY 2020 Low-Income Limits for a four-person family, according to Housing and Urban Development (HUD), is \$102,450.
- **Seniors (individuals at least 65 years of age):** Seniors are more likely to have reduced mobility, physical and/or mental disabilities, and lower-income levels, all of which may decrease their ability to prepare for and mitigate a hazard event.

Table 4-2 shows the amounts of people in Costa Mesa who meet at least one of the criteria for threatened, vulnerable populations. For more detailed demographic information, please refer to **Chapter 2**.

Table 4-2: Costa Mesa Threatened-Population Metrics ¹¹⁸

Threatened Population Metric	Community-Wide Data
Population	112,943
Households	40,896
Median household income	\$82,096
Renter Households	59.6%
Percentage of households with at least one person living with a disability	16.2%
Percentage of households living under the poverty limit	11.4%
Percentage of households with one member aged 65+	20.9%
***Population estimates rely on US Census ACS data integrated into the ArcGIS Business Analyst tool. Any differences from other population estimates in this document may be related to how the data is analyzed within the software. .	

The social threat analysis also shows the threat other populations may encounter, such as persons experiencing homelessness or persons without access to lifelines (vehicles or communication networks). Since data for these groups are not readily available, there is no definitive way to determine the amount of these persons in areas of elevated risk, so this assessment will discuss how these other threatened groups may also be affected on a general level.

Data Limitations and Notes on Vulnerability Tables

Due to data limitations, the data comparing the hazard zone population with the Citywide population comes from two separate sources. The Citywide data comes from the US Census Bureau's American Community Survey, and the hazard zone population data comes from ESRI's Business Analyst reports. As a result, there may be minor discrepancies in comparing the two data sets. The data that should be considered correct for this plan is the ACS data reported in Chapter 2.

Other Assets

In addition to the City's designated inventory of CFs/FOC and vulnerable populations, hazard events could threaten other important assets to Costa Mesa. These assets may include services, artistic or cultural landmarks, or local economic activities. The threat assessment describes the potential harm to these other assets based on available information.

¹¹⁸ US Census Bureau, American Community Survey, 2013-2017 5-Year Estimates. 2017. "Table DP03: Selected Economic Characteristics in the United States."
https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_17_5YR_DP03&prodType=table

Threat Profiles

Aircraft Accident

PHYSICAL THREAT

All structures within the John Wayne Airport AELUP planning boundary are at an elevated risk to aircraft incidents, predominantly associated with landing, take-off, and approach activities. Beyond this planning area, the risk associated with aircraft incidents is limited to flyover activities above the City. All these incidents can send the bodies of the aircraft crashing down on any structures or physical assets lying below. Even if the aircraft does not crash within the City, it is possible that falling debris could land on and damage structures in the City. An aircraft incident may be an act of terrorism, in which case the target of the terrorists would likely be a government building or a place where many people are gathered. Please refer to the Human-Caused Hazards section for more information on the threats of terrorist attacks in Costa Mesa.

SOCIAL THREAT

An aircraft incident may threaten all persons in Costa Mesa. Typically, populations located near John Wayne Airport would have a higher probability of being impacted versus populations located in the southern and western portions of the City. Developments located within the John Wayne Airport AELUP planning boundary should have taken the use intensity recommendations and development standards of this plan into consideration to ensure the density of residents/employees and building heights are consistent with FAA guidance, reducing potential exposure to these hazards.

Residents and employees in the impacted area of an aircraft incident may experience property damage or loss and/or emotional distress resulting from losing family or friends in the crash or having witnessed the event or its aftermath. If future events occur in Costa Mesa, it is assumed that lower-income persons may not recover as easily (afford to repair the damage to their homes, purchase new automobiles to replace any destroyed, etc.). The Bridge Shelter is a 75-bed facility serving an already vulnerable population, making an aircraft incident that affects this location a difficult recovery for these individuals. Additionally, any private schools and preschools and residential care and skilled nursing facilities located in this area are at risk of being impacted.

OTHER THREATS

Depending on the severity of the aircraft incident, some services in the City could be temporarily disrupted. For example, falling debris from an aircraft incident could damage or destroy the infrastructure (roads, electrical lines, etc.), affecting residents and businesses. Debris could also fall onto a roadway and obstruct the normal flow of traffic through Costa Mesa. A more severe aircraft incident, in which an entire aircraft crashes into a section of the City, would likely ignite a blaze impacting the area where the plane went down. Any transmission wires or pipelines in the crash site would likely be affected to some degree, resulting in partial or complete outages of utility services to areas of the City. A severe aircraft incident that occurs at a major employment center in the City would almost certainly result in the closure of the employers located in the crash area until authorities deem it safe to repopulate. This would result in a loss of economic activity in the City.

Disease and Pests

PHYSICAL THREAT

EPIDEMIC/PANDEMIC/VECTOR-BORNE DISEASE

Since diseases only affect the human body, an epidemic, pandemic, or vector-borne disease could not directly threaten physical assets in Costa Mesa.

TREE MORTALITY

A serious outbreak of pests, such as the Gold Spotted Oak Borer, Invasive Shot Hole Borer, or Asian Citrus Psyllid, in Costa Mesa could threaten the City's urban forest leading to an episode of intense tree mortality. The City's tree inventory includes identifying impacted trees that require monitoring and/or removal, which occurs during regularly scheduled trimming. The City regularly replaces trees that are damaged due to diseases and pests; however, if not done in a timely manner, the threat to healthy trees increases. If dead trees located within the City are not felled immediately, they may threaten other physical assets when compounded with other hazards. For example, dead trees are more prone to dropping limbs or falling over during severe weather events, causing damage to any structures or property in their path.

SOCIAL THREAT

EPIDEMIC/PANDEMIC/VECTOR-BORNE DISEASE

To some degree, diseases affect everyone in Costa Mesa, whether the impact is a mild inconvenience or death. There is no universally applicable social threat from diseases and pests since each disease affects the body differently. Generally, however, seniors, infants, pregnant women, and people with weakened immune defenses experience the greatest risk. Lower-income persons may also be more threatened than others by diseases since they may not be able to afford medical treatment. Persons with disabilities or those who live alone may experience greater vulnerability to illness since they may be unable to access treatment. Pregnant women in Costa Mesa are especially threatened by the Zika virus since the virus may cause their infants to be born with *microcephaly*, which is shown to cause health problems for infants, including death.

TREE MORTALITY

Decreased property values may potentially threaten Costa Mesa residents who experience tree mortality on their property. Healthy trees add aesthetic beauty to homes and businesses and dying, or dead trees may detract from the property's worth. Higher-income property owners in Costa Mesa may be able to absorb the costs of tree loss and afford to replant any lost trees. On the other hand, lower-income property owners are less likely to be able to afford the cost of replanting lost trees without assistance. Tree mortality also reduces the amount of shade in each area, potentially increasing the impacts of the urban heat island effect. As a result, groups that are threatened by higher heat levels may be impacted by an onset of tree mortality. Such groups include seniors, children, families with pets, and laborers who spend long periods of time outside. Lower-income households who turn to active cooling methods, such as air conditioning, may be burdened by increased energy costs.

OTHER THREATS

EPIDEMIC/PANDEMIC/VECTOR-BORNE DISEASE

A major outbreak of disease could overwhelm the capacity of medical facilities in Costa Mesa and in the surrounding area, potentially leading to greater inaccessibility of medical services and a shortage of medical personnel. A major outbreak could also be expected to incapacitate large amounts of the City's and region's workforce, inhibiting the regional economy of Orange County and Southern California. Services such as telecommunications, utilities, recreation, and commerce may become restricted or even entirely unavailable for a period. Since March 2020, the City and the rest of the world has been dealing with the COVID-19 pandemic incident that has impacted the state and many cities and counties. As a new unknown disease, it has been critically important during these past few months to effectively communicate the risk of infection and procedures to obtain medical help effectively.

TREE MORTALITY

Urban forestry has been demonstrated to increase mental health and reduce levels of depression and anxiety among residents.^{119 120} If large sections of Costa Mesa's urban forest disappeared (due to drought, invasive pests, disease), residents and employees could experience higher stress and anxiety levels.

Drought

PHYSICAL THREAT

Since the primary threat from drought is reduced water supply and availability, there are no foreseeable threats to any of the physical assets in the City. Most of the City's water comes from local groundwater sources, which are drought resilient. It is possible that any water delivery infrastructure is not used or used less than usual may fall into some degree of disrepair if maintenance is deferred. Lower water pressures may cause some aged water pipes to release rust particles into the water supply.

SOCIAL THREAT

Droughts are unlikely to cause serious social threats to households in Costa Mesa, though residents and business owners in the City may experience financial impacts associated with water conservation efforts. Those with less access to financial resources, such as low-income households or seniors, could be harder hit if higher water rates or additional fees are imposed during a severe drought event.

OTHER THREATS

An exceptional drought may lead to restricted water use for residents or businesses in the City. Trees that are not properly adapted to lower irrigation levels could perish, which would alter the City's aesthetic appearance. The implementation of drought-tolerant landscaping can create debris and sediment flowing offsite into City streets and storm drains. Flooding in areas where natural vegetation has been replaced with granite, dirt, and drought resistive

¹¹⁹ Clayton, S., Manning, C. M., Krygsman, K., & Speiser, M. (2017). *Mental Health and Our Changing Climate: Impacts, Implications, and Guidance*. Washington, D.C.: American Psychological Association, and ecoAmerica. <https://www.apa.org/news/press/releases/2017/03/mental-health-climate.pdf>

¹²⁰ Daniel T. C. Cox, Danielle F. Shanahan, Hannah L. Hudson, Kate E. Plummer, Gavin M. Siriwardena, Richard A. Fuller, Karen Anderson, Steven Hancock, Kevin J. Gaston, Doses of Neighborhood Nature: The Benefits for Mental Health of Living with Nature, *BioScience*, Volume 67, Issue 2, February 2017, Pages 147–155, <https://doi.org/10.1093/biosci/biw173>

plants causes streets to be filled with debris. For more specific information on tree health, please refer to Tree Mortality discussion under Diseases and Pests. Any open spaces with extensive lawns may start to die, turning brown in color, which could discourage residents from using these parks and open spaces. Protected species like the burrowing owl, least bell's vireo, southern tar plant, and fairy shrimp that reside in Fairview Park may also become vulnerable should a drought occur.

Energy/Power Shortage

PHYSICAL THREAT

Power shortages throughout the City can affect any CF or FOC at any time. Traffic control infrastructure, communications networks, and emergency services are just a few of the critical services/infrastructure that can be disrupted during a power outage. Facilities such as police stations and fire stations are equipped with backup generators to ensure continuity of operations in the event of power outages; however, generators can sometimes fail. In addition, physical damage to systems could result from intermittent or unexpected power loss that damages electrical and computer equipment. These events could result from maintenance, isolated power outages due to equipment failure, or loss of power from infrastructure (powerlines, powerplants, transformers, sub-stations) failure.

SOCIAL THREAT

Persons with health issues are more vulnerable to this hazard since they may rely on medical equipment that requires the use of power. Vital medical treatments such as dialysis are at risk of being canceled or postponed if a medical facility does not have enough backup generator power to conduct appointments. If the power outage occurs during the warmer months, young children, the elderly, or people suffering from serious medical conditions are more vulnerable to heat-related complications if they are unable to relocate to a cooler location. Additionally, lower-income residents may be affected if the power outage lasts for an extended amount of time, as they may not be able to afford to replace the food spoiled from the loss of refrigeration. Additionally, any private schools and preschools and residential care and skilled nursing facilities located in this area are at risk of being impacted.

OTHER THREAT

Older structures, electrical wiring and outlets may not meet current building code requirements, which could become damaged during power surges or damage the devices connected to them. In addition, many businesses and residents may not use proper equipment to help prevent power surges or power loss, which can impact the functions and operations of businesses, City services, or affect residents in negative ways. Given the potential for future power loss events, protective measures (improved outlets, ground fault circuit interceptor outlets, surge protectors, and backup battery (uninterruptible power supply) technologies should be promoted in any retrofits and improvements within the City. Current and future climate change mitigation and adaptation efforts in Costa Mesa should prioritize energy efficiency measures, generate energy locally from clean and renewable sources, and build reliability & redundancy using the latest technologies in energy storage and backup systems.

Flooding

PHYSICAL THREAT

FLOODING

Portions of the City are located within the 100-year flood zone (1.0% Annual Chance of Flooding) and the 500-year flood zone (0.2% Annual Chance of Flooding). Any physical assets located within these mapped boundaries can expect to be inundated if enough precipitation were to fall, exceeding the storm drain infrastructure design capacity in these areas. Electronic or mechanical equipment on the ground could become waterlogged and nonfunctional. The City has several key underpasses beneath major freeways that, if flooded, could impact circulation throughout the City. **Table 4-3** identifies the physical assets in Costa Mesa located within the 100-year flood zone. Assets include eight bridges and one City Recreation Support facility. Potential losses associated with this flood zone could amount to over \$100,000, based on available information. In addition, **Table 4-4** identifies the additional assets located within the 500-year flood zone, which account for two CFs and three FOC that account for over \$4 million in additional assets exposed to flooding within the City.

Table 4-3: Critical Facilities and Facilities of Concern (100-year Flood)

Category	Number of Facilities		Potential Loss**
	Critical	Concern	
City Vital Operations	0	0	-
City Community Centers	0	0	-
City Resident Services	0	0	-
City Recreation Support	0	1	\$112,566
Bridges*	8	0	-
Schools	0	0	-
HazMat Locations	0	0	-
Total	8	1	\$112,566

* Replacement Values Unavailable

** Based on the City of Costa Mesa insured replacement values

Table 4-4: Critical Facilities and Facilities of Concern (500-year Flood)

Category	Number of Facilities		Potential Loss**
	Critical	Concern	
City Vital Operations	1	0	\$3,922,995
City Community Centers	0	0	-
City Resident Services	0	0	-
City Recreation Support	0	2	\$265,208
Bridges*	1	0	-
Schools*	0	1	-
HazMat Locations	0	0	-
Total	2	3	\$4,188,203

* Replacement Values Unavailable

** Based on the City of Costa Mesa insured replacement values

DAM INUNDATION

Various factors, such as the amount of water released, the distance between the dam failure site, and the topography of the surrounding land, all influence the extent to which physical assets in Costa Mesa are threatened. All three dams of concern to the City have large storage capacities that could lead to widespread inundation of large areas of northern and eastern Costa Mesa if the reservoir waters are released due to a dam breach. **Table 4-5** identifies the physical assets in Costa Mesa that are threatened by the potential failure of the following dams:

- Prado Dam
- Santiago Creek Dam
- Villa Park Dam

If any of these dams were to fail at maximum capacity and release the water in their reservoir, it would threaten a variety of CF and FOC in Costa Mesa. Based on this analysis, dam inundation would affect 22 facilities within the City, potentially causing over \$6 million in damage, based on available information.

Table 4-5: Critical Facilities and Facilities of Concern (Dam Failure)

Category	Number of Facilities		Potential Loss**
	Critical	Concern	
City Vital Operations	1	0	\$3,922,995
City Community Centers	1	0	\$1,459,809
City Resident Services	0	0	-
City Recreation Support	0	7	\$1,029,468
Bridges*	11	0	-
Schools*	0	2	-
HazMat Locations	0	0	-
Total	13	9	\$6,412,272

* Replacement Values Unavailable
 ** Based on the City of Costa Mesa insured replacement values

SOCIAL THREAT

FLOODING

The threat of a flood will primarily affect those residents living within the 100-year and 500-year flood zones. Floodwaters in these areas are anticipated to rise to more than a maximum of one foot. Flooding of this type would likely inundate curb cuts as well as sidewalks to some extent. Any people in Costa Mesa who walk or bike as their primary form of transportation may encounter greater difficulties with their mobility if they do not have access to an alternative means of transportation. Seniors, persons with disabilities, and low-income persons are those most likely to be threatened. **Table 4-6** shows the proportions of Costa Mesa's vulnerable populations likely to face a greater threat from a flood event in the City. Based on the analysis in **Table 4-6**, median household income in the 100-year flood zone is slightly lower than the citywide average. In addition, there are no households with one member aged 65+ and no households with at least one person living with a disability residing in the 500-year or 100-year flood zones. The demographics for the 500-year flood zone are

like the 100-year flood zone statistics. They are lower than the citywide averages, except the median household income is significantly higher than the overall city household income. Any private schools, preschools, residential care and skilled nursing facilities located in this area are at risk of being impacted.

Additionally, persons who are experiencing homelessness may be caught outside during flood conditions without any shelter. Though floodwaters in Costa Mesa are not expected to exceed a depth of one foot, even a floodwater depth of six inches may render any makeshift structures uninhabitable during the flood event. Possessions such as sleeping bags or electronic devices may be damaged or swept away by the floodwaters.

DAM INUNDATION

Dam failure hazards in the City would impact a variety of downstream properties. **Table 4-7** identifies dam impacts from the three dams of concern to the City. Populations impacted by all three dams have a higher median household income than the citywide population. In addition, all dams would impact a higher percentage of populations living with a disability and a higher percentage of households with one member aged 65+.

Table 4-6: Flood Hazard Threatened Populations

Threatened Population Metric	Flood Hazards (1%)	Flood Hazards (.2%)	City of Costa Mesa
Population	514	10,863	112,943
Households	335	4,489	40,896
Median household income	\$77,076	\$99,597	\$82,096
Percentage of households with at least one person living with a disability	0.0%	8.8%	16.2%
Percentage of households living under the poverty limit	5.4%	8.0%	11.4%
Percentage of households with one member aged 65+	0.0%	15.5%	20.9%

Table 4-7: Dam Inundation Hazard Threatened Populations

Threatened Population Metric	Prado Dam	Santiago Creek	Villa Park	City of Costa Mesa
Population	9,888	14,673	640	112,943
Households	3,364	5,314	232	40,896
Median household income	\$119,616	\$116,093	\$117,361	\$82,096
Percentage of households with at least one person living with a disability	21.6%	17.2%	19.0%	16.2%
Percentage of households living under the poverty limit	9.4%	8.4%	12.1%	11.4%
Percentage of households with one member aged 65+	31.8%	27.7%	29.7%	20.9%
Parts of Costa Mesa potentially inundated (acres)	1,948	2,226	166	--

OTHER THREATS

FLOODING

Flooding may temporarily stop any type of transportation in the City. Debris carried by floodwaters can block roadways, hinder access for vehicles, and potentially affect emergency response services. Rushing water only one foot deep is enough to carry small vehicles. A severe flood situation where the maximum anticipated flood depth of one foot is realized may prevent people who own smaller vehicles from driving to work, leading to reduced economic activity. Severe flooding that causes serious damage to homes and businesses may also reduce economic activity until repair work is completed.

DAM INUNDATION

Dam failures are often triggered by other events (seismic shaking, intense rainstorms, etc.). Often when these events occur, there would almost certainly be service disruptions in Costa Mesa. Floodwaters would quickly inundate downstream portions of the City, disrupting utilities, such as water, power, and heating, and other services such as communications or transportation infrastructure, especially since most of the vulnerable facilities are bridges within the City. Residents may find that street lighting and traffic signals may be temporarily disabled if the inundation area interferes with the electronic systems that control them. The rapid inundation of water would sweep up any debris, which could block roads, impeding traffic flow. Water would most likely inundate roadways and other low-lying, flat areas, such as parking lots, open spaces, and schoolyards. People's mobility in these areas would likely be restricted or even impossible in severe scenarios. Any unprotected or unhoused mechanical or electronic equipment that is not properly elevated would become waterlogged and inoperable until crews can conduct repairs or replacement, if necessary.

Geological Hazards

PHYSICAL THREAT

EXPANSIVE SOIL

Expansive soils can cause structures such as sidewalks and driveways to buckle and crack. The structure and foundation of buildings can become compromised by the swelling and shrinking behavior of these soils. There are 8 CFs and 31 FOC that are located within the high-risk expansive soil areas.

EROSION

The physical impacts of erosion would be limited to the southwest portion of the City and unstabilized portions of the Santa Ana River. While there are no CFs or FOC in these erosion hazard areas, homes located along the bluffs are of concern.

LANDSLIDE

Landslides pose a threat to a variety of City facilities. **Table 4-8** identifies the facilities located within the mapped landslide hazard zone. Many of these areas are located in the western portion of the City, characterized by steep slopes, which can trigger a landslide during long periods of rainfall. In total, deep-seated landslides could cause over \$6 million in losses based on the 4 CFs and 7 FOC located in this zone.

METHANE-CONTAINING SOILS

Locations affected by methane-containing soils vary throughout the City.

SOCIAL THREAT**EXPANSIVE SOIL**

Lower-income residents and renters may be more vulnerable to this hazard, as they may be unable to retrofit their residences or businesses to counteract the effects of expansive soils.

Table 4-8: Critical Facilities and Facilities of Concern (Deep Seated Landslide)

Category	Number of Facilities		Potential Loss**
	Critical	Concern	
City Vital Operations	0	0	-
City Community Centers	1	0	\$1,459,809
City Resident Services	0	0	-
City Recreation Support	0	7	\$4,837,568
Bridges*	3	0	-
Schools*	0	0	-
HazMat Locations	0	0	-
Total	4	7	\$6,297,377

* Replacement Values Unavailable
 ** Based on the City of Costa Mesa insured replacement values

EROSION

Generally, erosion would affect any vulnerable groups living in the bluff community in the City's southwest area. Lower-income residents and renters living in these areas may be more vulnerable to the effects of erosion, as they may be unable to retrofit their homes or rebuild their homes in the event of a landslide caused by erosion.

LANDSLIDE

As shown in **Table 4-9**, there are 10,658 people and 4,139 households living within the deep-seated landslide hazard zone, which is approximately 10% of the city's population. The median household income and percentage of households living under the poverty limit for this population are roughly the same as the City overall. However, households with at least one person living with a disability and the percentage of households with one member aged 65+ is slightly higher than the City overall. Additionally, any private schools, preschools, and residential care and skilled nursing facilities located in this area are at risk of being impacted.

METHANE-CONTAINING SOILS

Lower-income residents in areas with methane-containing soils may not have the financial ability to install countermeasures in their homes to help protect against this hazard.

Table 4-9: Deep Seated Landslide Hazard Threatened Populations

Threatened Population Metric	Deep Seated Landslide Zones	City of Costa Mesa
Population	10,658	112,943
Households	4,139	40,896
Median household income	\$84,417	\$82,096
Percentage of households with at least one person living with a disability	17.6%	16.2%
Percentage of households living under the poverty limit	11.3%	11.4%
Percentage of households with one member aged 65+	22.3%	20.9%

OTHER THREATS

EROSION

Erosion generally occurs slowly over time and can be the underlying cause of long-term disruptions to various infrastructure, roadways, levees, streams and riverbanks, or slopes, to name but a few. These physical threats and damage can be the beginning of longer-reaching effects. Traffic circulation can be temporarily or even permanently disrupted until roadway infrastructure can be repaired. The slow erosion of streams or riverbanks can cause the permanent alteration of waterways, leading to flooding in areas where it previously did not exist, damaging homes and structures creating economic burdens. As discussed in the next section, many of these other threats caused by erosion can also result from landslides.

LANDSLIDE

Landslides may block roadways causing long-term disruptions to the roadway network, infrastructure systems, and city capabilities. Underground utility lines in slide-prone areas or above-ground lines built on or above them can be damaged in a landslide, causing service outages. Landslides could affect sensitive ecological areas around the community, causing localized harm to the region's ecosystem, although widespread disruptions are unlikely. Homes and businesses are typically damaged or destroyed by landslides. In addition to potentially causing significant injuries or fatalities, this can cause economic harm and create a need for long-term emergency sheltering and temporary housing until these buildings can be reconstructed. Utility lines, such as power lines or water pipes, may be broken by a landslide, interrupting important services.

METHANE-CONTAINING SOILS

Methane-containing soils present a hazard, especially during and after construction. When excavation occurs in soils containing methane, the pooling of methane gas can create an explosion and asphyxiation hazard, particularly in confined, unventilated areas. This can lead to fatalities and injuries and an economic burden to make the area safe and habitable again. Identifying and then locating the source of the gas can be a costly and time-consuming process as well. The Orange County Fire Authority (OCFA) has published a document "Combustible Soil Gas Hazard Mitigation, Guideline C-03," discussing the guidance for the scientific investigation, remediation, and/or mitigation of potentially hazardous concentrations of combustible soil gases associated with the construction and occupancy of

a building or structure.¹²¹ Adherence to these additional requirements can increase the costs associated with construction; however, the protection of life far outweighs the added expense.

Hazardous Materials

PHYSICAL THREAT

Hazardous materials can cause damage to physical assets in Costa Mesa if they are released into the environment. Corrosive hazardous materials can damage building exteriors of CFs or FOC. Flammable hazardous materials can potentially start fires and may cause any CFs or FOC nearby to flashover. Generally, sites closer to the origin for the release of the hazardous materials are threatened greater than those further away.

Table 4-10 shows the numbers of physical assets in Costa Mesa threatened by a hazardous materials release within 500 feet of a site storing or using hazardous materials. There are 3 CFs composed of Vital City Operations located within 500 feet of a site with hazardous materials and 5 FOC within 500 feet of a site with hazardous materials. The total potential loss estimated for these locations is approximately \$25 million.

Table 4-11 identifies the number of facilities located within areas of increased pollution (Census Tracts in the 50th percentile or greater), as indicated by Cal EPA's Cal Enviro Screen dataset. Based on this dataset, 9 CFs and 32 FOC are located within these census tracts. Based on this analysis, approximately \$47 million in potential losses could occur if a hazardous materials incident were to occur.

Table 4-12 also identifies the areas within 500 feet of a well location within the City. These locations are of concern if a potential leak occurs due to failure of the capping process or damage during a hazard event (i.e., earthquake). Based on this analysis, approximately 2 CFs and 8 FOC are near these sites, totaling over \$14 million in potential losses.

Table 4-10: Critical Facilities and Facilities of Concern (HazMat Buffer 500 ft)

Category	Number of Facilities		Potential Loss**
	Critical	Concern	
City Vital Operations	3	0	\$11,671,729
City Community Centers	0	0	-
City Resident Services	0	1	\$12,545,875
City Recreation Support	0	2	\$711,771
Bridges	0	0	-
Schools*	0	1	-
HazMat Locations	0	1	-
Total	3	5	\$24,929,375

* Replacement Values Unavailable
 ** Based on the City of Costa Mesa insured replacement values

¹²¹ [Orange County Fire Authority, Combustible Soil Gas Hazard Mitigation, Guideline 0-3](#)

SOCIAL THREAT

The threat of a hazardous materials release event affects those closest to a source of hazardous materials, including industrial sites, gas stations, gas transmission lines, or sewer mains. **Table 4-13** shows the City's vulnerable populations living within 500 feet of a hazardous materials storage/waste site and within 500 feet of a well site. For both site types, the median household income is approximately \$17,000 less than the rest of the City. This suggests that more impoverished populations may be living near hazardous materials locations, indicating potential environmental justice concerns should be considered. This data also suggests higher percentages of households with at least one person living with a disability, higher percentages living under the poverty limit, and high percentages of households with one member aged 65+.

Table 4-11: Critical Facilities and Facilities of Concern (Cal Enviro Screen)

Category	Number of Facilities		Potential Loss**
	Critical	Concern	
City Vital Operations	3	0	\$5,913,845
City Community Centers	3	0	\$19,344,445
City Resident Services	0	13	\$17,387,290
City Recreation Support	1	8	\$4,949,181
Bridges	2	0	-
Schools*	0	9	-
HazMat Locations	0	2	-
Total	9	32	\$47,594,761

* Replacement Values Unavailable
** Based on the City of Costa Mesa insured replacement values

Table 4-12: Critical Facilities and Facilities of Concern (Wells Buffer - 500 ft)

Category	Number of Facilities		Potential Loss**
	Critical	Concern	
City Vital Operations	1	0	\$10,050,000
City Community Centers	1	0	\$1,319,900
City Resident Services	0	4	\$1,843,654
City Recreation Support	0	3	\$1,135,016
Bridges*	0	0	-
Schools*	0	0	-
HazMat Locations	0	1	-
Total	2	8	\$14,348,570

* Replacement Values Unavailable
** Based on the City of Costa Mesa insured replacement values

Table 4-13: Hazardous Materials Threatened Populations

Threatened Population Metric	500 Feet from Hazardous Materials Site	500 Feet from a Well Site	City of Costa Mesa
Population	1,956	15,858	112,943
Households	714	5,115	40,896
Median household income	\$64,542	\$64,079	\$82,096
Percentage of households with at least one person living with a disability	21.0%	16.8%	16.2%
Percentage of households living under the poverty limit	16.4%	15.6%	11.4%
Percentage of households with one member aged 65+	25.4%	22.9%	20.9%

Costa Mesa residents living next to major transportation infrastructures, such as highways or major arterial streets, also face a greater threat of being affected by a release of hazardous materials since vehicles transporting hazardous materials may release their contents into the environment if involved in a collision. Specifically, residents in Costa Mesa living near John Wayne Airport and the major transportation corridors running through the City (SR-73, SR-55, I-405) are at greater risk of exposure from a transportation-related hazardous material release than residents living in other parts of the City.

Groups such as the elderly, low-income persons, or renters face a greater risk of exposure since they may not have the financial resources necessary to retrofit their homes against infiltration by hazardous materials or move away to a home that is further from the potential sources of hazardous materials release events.

Additionally, any private schools, preschools, and residential care and skilled nursing facilities located in this area are at risk of being impacted.

OTHER THREATS

Hazardous materials release could threaten the City's, and potentially the region's, transportation networks. Large areas of the local road or rail systems may be closed to keep people away from areas contaminated with hazardous materials to allow remediation and cleanup activities to occur. If a highly corrosive hazardous material is released, it could potentially cause significant damage to the exteriors of any homes or businesses in the area surrounding the release. Hazardous materials could also harm the City's urban forest, resulting in the premature death of vegetation in the affected areas.

Human-Caused Hazards

PHYSICAL THREAT

TERRORISM/MASS-CASUALTY INCIDENT

There is no way to predict which of Costa Mesa's facilities or assets may be impacted by a mass casualty incident/act of terrorism since the motivation behind the incident is often complex and not easily understood. Generally, these types of incidents occur at places of political, economic, or cultural importance. If the perpetrator's motives are to shut down

city or regional government activity for a period, they may instead target pieces of infrastructure, like water systems, utility delivery systems, or transportation networks. In this situation, bridges may become prime locations for these types of activities. The financial losses that may result would depend on the degree of destruction associated with the activity. If the incident involves the destruction of physical assets, the cost to the City or property owners in Costa Mesa could be significant.

CIVIL DISTURBANCE

Like mass-casualty incidents, civil disturbance threats to physical assets are hard to predict. Typically, these incidents involve protests, marches, or celebrations that can turn into destructive or violent incidents (i.e., riots), causing property damage. Impacts associated with these incidents would likely initiate at the site of origin, which usually occurs at places of political, economic, or cultural importance.

CYBER THREAT

Cyber threats would have a limited impact on physical assets. The extent of this impact would focus on City-owned computer and network infrastructure.

SOCIAL THREAT

TERRORISM/MASS-CASUALTY INCIDENT

Since mass casualty incidents/acts of terrorism could occur anywhere in Costa Mesa, all groups are potentially threatened by the impacts of these incidents; however, the extent of the threat would depend upon the type and magnitude of the event. For example, an active shooter situation may be isolated to a single location, whereas a larger-scale incident may affect multiple locations. Some locations are more likely to be targeted than others, including but not limited to medical facilities, government buildings, or financial institutions. Populations that frequently visit these areas may face a greater threat than the average person. Seniors, pregnant women, and persons with disabilities, for instance, are more likely to frequently visit the local medical facilities than other subpopulations in the City. If an incident occurs at a medical facility or within the community (overwhelming medical resources), these groups are expected to face an increased impact from the incident.

An incident that occurs at a government building or financial institution may be more likely to threaten seniors or lower-income individuals that rely on in-person transactions in place of online options. As such, their use of these in-person services may place them in harm's way. An incident that occurs at Costa Mesa City Hall or bank locations in the City can be expected to be more of a threat to these groups. Seniors and persons with limited income may be challenged if there is a need to shelter in place or evacuate during an incident requiring additional services, assistance, and/or medical treatment.

CIVIL DISTURBANCE

Since civil disturbance could occur anywhere in Costa Mesa, all groups are potentially threatened by the impacts of these incidents. While most residents affected by a civil disturbance would be able to recover from the incident, residents on fixed incomes or living below the poverty limit may have difficulty doing so if damage to their residence or property were to occur.

CYBER THREAT

Cyber threats may have an impact on residents and businesses throughout the City. While most cyber threats focus on large entities like major corporations and/or government agencies, all residents could become victims of cyber threats. If services affected by cyber incidents become delayed or are impacted, populations that rely on those services may be negatively impacted if no alternatives exist.

Seismic Hazards**PHYSICAL THREAT****FAULT RUPTURE**

The City has numerous faults that have been mapped and identified within the City. **Table 4-14** identifies the CFs and FOC located within 500 feet of these mapped fault segments. Based on this table, potential losses associated with fault rupture could affect 11 FOC totaling almost \$5 million in potential losses.

Table 4-14: Critical Facilities and Facilities of Concern (Fault Rupture – Buffer 500 ft)

Category	Number of Facilities		Potential Loss**
	Critical	Concern	
City Vital Operations	0	0	-
City Community Centers	0	0	-
City Resident Services	0	1	-
City Recreation Support	0	5	\$4,879,837
Bridges*	0	2	-
HazMat Locations	0	2	-
Schools*	0	1	-
Total	0	11	\$4,879,837

* Replacement Values Unavailable
 ** Based on the City of Costa Mesa insured replacement values

SEISMIC SHAKING

Many physical assets in the City are estimated to experience the same seismic shaking intensity, ranging from .55g to .75g (shaking intensity in relation to earth's gravity). Therefore, all facilities could potentially be damaged during a significant seismic event, which would likely be extremely costly for the City. If all facilities were to be damaged at the same time during a seismic shaking event, it can be assumed that the City would incur a percentage of the maximum potential loss of its physical assets. Assuming 20% of the City's assets are impacted, this potential loss could amount to over \$30 million. Underground physical assets, like pipelines or utilities, could be damaged if nearby faults ruptured below the surface. In such a scenario, natural gas and water delivery service to Costa Mesa homes and businesses would be out of commission until repairs are completed.

LIQUEFACTION

Due to the City’s location near many active faults capable of generating large earthquakes, the potential for CFs and FOC to be affected by liquefaction is a concern. **Table 4-15** identifies the CFs and FOC located within these areas, accounting for over \$6 million in potential losses affecting 2 CFs and 22 FOC.

SOCIAL THREAT

The risk of a seismic event is a danger to all groups in Costa Mesa though some are more threatened than others.

FAULT RUPTURE

Table 4-16 identifies the threatened populations within 500 feet of faults located within the City. These areas include over 12,000 residents with a median household income of approximately \$4,000 lower than the City average. These areas also include a higher percentage of persons living with a disability and a higher percentage of households with one member aged 65+.

Table 4-15: Critical Facilities and Facilities of Concern (Liquefaction)

Category	Number of Facilities		Potential Loss**
	Critical	Concern	
City Vital Operations	1	0	\$3,922,995
City Community Centers	1	0	\$1,459,809
City Resident Services	0	0	-
City Recreation Support	0	9	\$1,405,494
Bridges*	0	12	-
Schools*	0	1	-
HazMat Locations	0	0	-
Total	2	22	\$6,788,298

* Replacement Values Unavailable
 ** Based on the City of Costa Mesa insured replacement values

Table 4-16: Fault Rupture Hazard Threatened Populations

Threatened Population Metric	Fault Rupture	City of Costa Mesa
Population	12,019	112,973
Households	3,917	40,896
Median household income	\$78,152	\$82,096
Percentage of households with at least one person living with a disability	19.6%	16.2%
Percentage of households living under the poverty limit	11.6%	11.4%
Percentage of households with one member aged 65+	24.4%	20.9%

SEISMIC SHAKING

Seniors, pregnant women, and persons with disabilities are more threatened by seismic shaking since they may have limited mobility and may not reach shelter in time. Even if these groups reach shelter in time, they may find themselves trapped if furniture or building components have fallen around them. Renters and low-income persons are also more threatened by seismic shaking since these groups may live in homes that are not properly retrofitted to survive the stresses of a seismic event. These groups may not be able to absorb the costs associated with repairing their homes or looking for new housing should their existing housing be too damaged for occupancy.

LIQUEFACTION

Approximately 14% of the City's population is located within a designated zone of liquefaction. Thankfully, much of the construction over the years throughout the City has considered liquefaction. Newer buildings constructed in these areas are anticipated to contain moderate- and high-income tenants that would have greater amounts of disposable income to use during recovery after an incident. However, lower-income residents and residents located in areas of older construction may be impacted greater due to the lack of financial resources need to make repairs and/or the cost associated with retrofitting older buildings.

Table 4-17 compares the populations within the liquefaction hazard zones with citywide populations. Households located in these areas have a median household income of approximately \$27,000 higher than the Citywide median. Persons living with a disability is lower than the City average, while households with a member aged 65+ is about the same as the City average.

OTHER THREATS

FAULT RUPTURE

Seismic events that cause surface fault rupture tend to damage roads and structures in the areas of impact. The length of rupture is typically a component of the magnitude of the seismic event. The stronger the event, the greater distance that rupture can occur. Within Costa Mesa, most of the fault segments identified are not considered active; therefore, they have a lower likelihood of rupturing. In addition, most of the fault movement occurring in the region is associated with strike-slip faulting along the San Andreas, San Jacinto, Whittier Elsinore, and Newport Inglewood fault zones. The faults within the City of Costa Mesa are less likely to rupture in comparison to these faults, and if a rupture were to occur, it would most likely impact small areas.

Table 4-17: Liquefaction Hazard Threatened Populations

Threatened Population Metric	Liquefaction Zones	City of Costa Mesa
Population	15,850	112,943
Households	6,590	40,896
Median household income	\$109,033	\$82,096
Percentage of households with at least one person living with a disability	13.1%	16.2%
Percentage of households living under the poverty limit	8.2%	11.4%
Percentage of households with one member aged 65+	20.7%	20.9%

SEISMIC SHAKING

As early earthquake warnings systems become operational soon, it can be expected that utilities will take advantage of these warnings to shut off gas, water, and power transmission to control any potential leaks following the event. Authorities may have enough time to halt the use of bridges or move workers to a safe distance away from hazardous locations. Workers will cease their activity and take shelter until they can be safely evacuated. Therefore, all services will be non-operational during the seismic shaking and remain inactive until authorities are confident that it is safe to reactivate utilities and return employees to their workplaces. The length of this time would vary depending on the magnitude of the event. A significant earthquake would likely put utilities out of commission and halt any employment activity in the City for a few hours or several days. The City and the region would lose the economic activity that normally occurs. Like telephone poles or power transmission towers that are felled by the shaking, structures could block roadways and prevent first responders from reaching victims or evacuees who need assistance. An earthquake outside of the city could still have significant impacts on the City as the fairgrounds would most likely be utilized during emergency response situations.

LIQUEFACTION

Services and mobility may be disrupted during and following a liquefaction event. Sidewalks, roadways, and pipelines may become fractured and disjointed because of the liquefying soils. Roads and sidewalks may be usable in some form, but a severe liquefaction event may render them impassible until they are repaired. Broken gas and water pipelines would result in utility outages, with services delayed until this infrastructure is repaired/replaced. Damage to power lines is unlikely since they are not rigid structures and can move if any of the transmission towers experience slight leaning. Homes and mid-rise office buildings may be damaged if the soils beneath lose strength rendering these locations unsafe for occupancy.

Severe Weather

PHYSICAL THREAT

EXTREME HEAT

Very high temperatures can cause roads to deform and buckle as the concrete expands in the heat, especially weaker spots in the pavement, such as areas that have not been

maintained well. Power lines and other sections of the electrical grid are less effective in higher temperatures and may suffer damage due to stress during extreme heat events.

Buildings with dark materials and pavements will absorb more heat than vegetated surfaces or lighter materials, which are better at reflecting the sun's energy. This urban heat island effect is strongest during hot periods when the sun is strongest.

SEVERE WIND

Intense winds likely present the greatest threat to physical structures, particularly from trees or branches that fall on buildings and cause substantial damage. Older structures that have deferred maintenance or have not been retrofitted for high wind conditions may suffer greater damage than newer/updated structures. Utility lines and wooden utility poles face an elevated threat from wind, as do buildings without reinforced roofs.

Another physical threat associated with severe wind is wildfire impacts and the recent practice of electric utilities conducting Public Safety Power Shutoff activities. During high wind events, these shutoffs may impact structures that rely on electricity for normal operations. Most of these impacts for Costa Mesa would be power loss related, which is discussed in the Energy/Power Shortage discussion. Refer to the discussion of the social threat below for population impacts that may also occur due to these events.

SEVERE STORMS

There is no indication that rainfall or severe rain hazards will abate either in Costa Mesa or the greater region of Southern California in the future. While Costa Mesa may experience prolonged periods of dry or wet years, all expectations are that they will continue and increase severity. Rain could damage any structures with poorly constructed roofs and could also erode the soil around building foundations. Heavy rain could also lead to flooding, which would damage unelevated structures in flood zones. Landslides triggered by heavy rains would damage any structures located below the landslide's starting point.

SOCIAL THREAT

EXTREME HEAT

Whereas a heat event can be relatively harmless for those with a reliable means for staying hydrated and cool, it can be deadly for others. Young children, the elderly, or people suffering from serious medical conditions are physiologically more vulnerable to heatstroke. Some senior citizens also take medication that can make it harder for their bodies to maintain a safe internal temperature, creating an additional threat from extreme heat events. Young children may be more vulnerable since they are not aware of the signs of dehydration or ways of protecting themselves from heatstroke.

Homeless people are at a high risk of health complications during heat waves, especially if they are unsheltered. According to the OC Homeless Management Information System data, in 2019, there were approximately 6,860 individuals experiencing homelessness in the

county, with 57% unsheltered and 42% sheltered.¹²² These people are vulnerable to heatstroke during a heatwave, especially if they cannot reach a cooling center.

Sudden spikes in heat can catch people by surprise. Stores can rapidly sell out of fans, air-conditioning units, or drinking water during a heatwave. Lower-income households or those with limited mobility may be unable to acquire enough insulation or cooling devices without significant preparations. This can be further compounded by the threat of Public Safety Power Shutoff events. During these events, extreme heat impacts may affect larger portions of the City and populations that would not be viewed as vulnerable under normal circumstances.

SEVERE WIND

Events such as severe winds and winter weather can harm people throughout Costa Mesa but have a greater effect on the safety of homeless persons and persons who work outdoors. Lower-income households, who may not be able to afford homes built or retrofitted to withstand powerful winds, could also have difficulty coping or recovering from wind events. This can be further compounded by the threat of Public Safety Power Shutoff events.

SEVERE STORMS

Severe storms pose a threat to any groups in Costa Mesa who cannot access adequate shelter. Homeless people often live in tents or other informal structures that may protect against minor rains but are inadequate against heavy rain events. Heavy rain can lead to flooding, which could inundate or sweep away any informal dwellings. Additionally, vulnerable populations living in older homes with outdated building materials may experience damage during significant rain events. If affected groups have limited incomes or lack the resources to make necessary repairs or maintain the structures, retrofit of these structures may be hindered.

Urban Fires

PHYSICAL THREAT

Structures and physical assets in Costa Mesa that are not equipped with fire suppression technology or design features that mitigate fire vulnerability are at risk of fire. Generally, these buildings are older, may not be well maintained, or not meet current code requirements and regulations. While all structures can be impacted by urban fire, those that are older may have increased vulnerability to this hazard. Power lines located around overgrown trees, where the tree crown envelops part or all of the power line, are also at risk of catching fire. When the wires overheat, they may ignite a fire in the tree, spread back to the power lines themselves, and burn the power line infrastructure. Underground utilities, like water delivery systems, residential electrical systems, or natural gas pipelines, are not threatened by the occurrence of fire since any urban fires that emerge in Costa Mesa are likely to occur on the surface. According to Cal Fire, the City has moderate and high fire-threat areas, which would be most prone to a fire event. **Tables 4-18 and 4-19** identify these hazard zones and indicate that three FOC and two FOC are located within the moderate and high zones, respectively.

¹²² OCHMIS.org. 2019. Orange County Point in Time Count 2019: Homelessness in Orange County. <http://ochmis.org/wp-content/uploads/2019/08/2019-PIT-Infographic-7.30.2019.pdf>

Table 4-18: Critical Facilities and Facilities of Concern (Fire Hazard Severity Zone-Moderate)

Category	Number of Facilities		Potential Loss**
	Critical	Concern	
City Vital Operations	0	0	-
City Community Centers	0	0	-
City Resident Services	0	0	-
City Recreation Support	0	3	\$402,210
Bridges*	0	0	-
Schools*	0	0	-
HazMat Locations	0	0	-
Total	0	3	\$402,210

* Replacement Values Unavailable
 ** Based on the City of Costa Mesa insured replacement values

SOCIAL THREAT

Seniors and persons with disabilities are those that are most immediately threatened by a fire hazard. These groups may have limited mobility and weakened environmental awareness. For example, a senior who lives alone may not be aware that a fire has been ignited in their house until the room begins to fill with smoke or even flashover, at which point escape may be more difficult or impossible. Therefore, a fire that starts in or spreads to any of the senior residences in Costa Mesa could be highly threatening to those populations. Persons with disabilities may require special mobility devices or caregiver assistance to go outside, which may not be readily available when the fire ignites.

Table 4-19: Critical Facilities and Facilities of Concern (Fire Hazard Severity Zone-High)

Category	Number of Facilities		Potential Loss**
	Critical	Concern	
City Vital Operations	0	0	-
City Community Centers	0	0	-
City Resident Services	0	0	-
City Recreation Support	0	2	\$112,566
Bridges*	0	0	-
Schools*	0	0	-
HazMat Locations	0	0	-
Total	0	2	\$112,566

* Replacement Values Unavailable
 ** Based on the City of Costa Mesa insured replacement values

Other groups with increased threat levels include lower-income persons and renters. These persons may live in substandard housing with outdated materials that are known to be flammable. Renters and lower-income persons may also live in housing units with improperly

designed or maintained electrical or heating systems that could lead to a fire. Additionally, these groups may not possess enough financial resources to rebuild their homes or search for new homes after an urban fire. Based on the results of **Table 4-20**, the City does not have any residents located within either of these hazard areas.

Table 4-20: Fire Hazard Severity Zone Threatened Populations

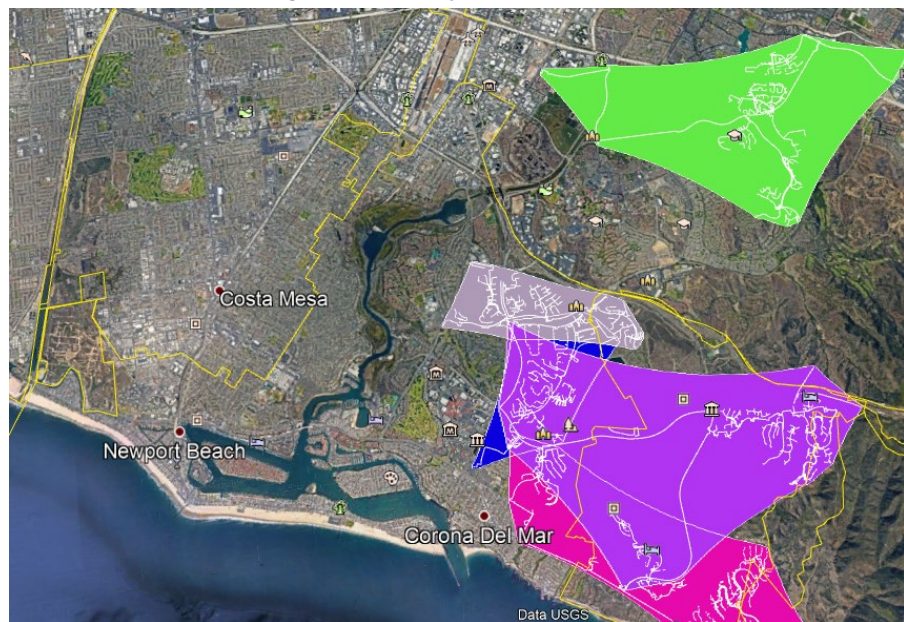
Threatened Population Metric	Moderate Fire Hazards	High Fire Hazard	City of Costa Mesa
Population	0	0	112,943
Households	0	0	40,896
Median household income	\$0	\$1	\$82,096
Percentage of households with at least one person living with a disability	0.0%	0.0%	16.2%
Percentage of households living under the poverty limit	0.0%	0.0%	11.4%
Percentage of households with one member aged 65+	0.0%	0.0%	20.9%

OTHER THREATS

Urban fires can consume power lines and force utility operators to shut off electrical and gas transmission activity, leading to utility outages in Costa Mesa homes and businesses. Any streets surrounded by blazes or blocked by burning debris would hinder transportation, prevent victims from escaping, and block emergency response crews from reaching the source of the fire. Anyone living towards the end of a cul-de-sac faces an elevated threat of being trapped if the fire occurs or spreads to the mouth of the street. Fires that destroy trees or vegetation (especially within parks and open space areas) could limit or prevent the use of these areas affecting recreational opportunities for residents.

Public Safety Power Shutoffs (PSPS) will become a significant issue for many communities throughout California. Although there are no designated PSPS circuits within Costa Mesa, the potential for large-scale events affecting residents and businesses should be an ongoing concern. **Figure 4-1** identifies the designated circuits and high-risk areas for PSPS events within the vicinity of Costa Mesa. In the event of a PSPS outage in neighboring areas such as Irvine, the

Figure 4-1: Identified PSPS Circuits



City's resources could be strained as residents of affected areas seek refuge in communities that have power. Outreach to residents and businesses to help them understand and prepare for these future events will become an important aspect of the City's overall hazard mitigation strategy.

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Chapter 5 – Hazard Mitigation Strategy

Strategy Development Process

Costa Mesa’s hazard mitigation strategy is a comprehensive set of actions intended to reduce the impacts of hazard events. These hazard mitigation actions will help protect the safety and well-being of residents and visitors, enhance critical facilities and facilities of concern, other buildings and structures, key services, the local economy, and other important community assets. Some actions will also help with emergency preparedness, allowing for a more effective community response to hazard events. Preparedness actions are not a required component of an LHMP, but they support and complement mitigation activities, and the HMPC chose to include them as part of the overall hazard mitigation strategy.

Use of Hazard and Threat Assessment

The HMPC relied partly on the hazard profiles and threat assessments in this Plan to develop the actions in the mitigation strategy. A comprehensive set of mitigation actions that respond to the relevant hazard situations and protect residents, businesses, and community assets in Costa Mesa were prepared. The HMPC ensured that the mitigation actions would help reduce damage from the most frequent types of hazard events, the most significant that may reasonably occur, and those with the greatest potential to harm the community. The Committee also drafted mitigation actions that will help protect the most vulnerable members of the community and the most vulnerable local assets.

Capabilities Assessment

As part of the effort to draft mitigation actions, the City completed a capabilities assessment, which included reviewing existing policies, personnel, and technical resources that currently support hazard mitigation activities in Costa Mesa. The hazard mitigation actions build off the existing success of these resources and leverage their capabilities to support improved resilience in the community. The capabilities assessment looked at the following types of resources:

- **Personnel resources:** City employees and volunteers, and employees and volunteers at other agencies
- **Plan resource:** Advisory or enforceable plans adopted by the City or other agencies
- **Policy resource:** Policies adopted and implemented by the City or other agencies
- **Technical resource:** Data and tools available to the City
- **Financial resource:** funding mechanisms available to the City that support mitigation activities

Table 5-1 shows the capabilities assessment for Costa Mesa and indicates specific ways each capability can support and enhance mitigation with underlined text.

Capabilities Improvement/Expansion

The ability to expand current mitigation capabilities will generally be reliant upon the budgeting allocated for each department/program for that fiscal year. The level at which these programs may or may not be expanded upon, will be dependent upon the amount of funding received. FEMA has released a series of guides over the past few years which highlight some of the ways in which jurisdictions can expand mitigation. Some strategies for increasing current mitigation capabilities may include:

1. City should actively identify, adopt, and enforce the most current set of development codes and standards available. Strongly encouraging new development to be constructed to higher standards than currently required, increasing resilience within the community.
2. Engaging parts of the community that may not be actively involved in mitigation efforts.
3. Expanding the number and types of organizations involved in mitigation planning and implementation, increasing both efficiency and bandwidth.
4. Fostering new relationships to bring underrepresented populations and partners to the hazards mitigation planning process.
5. During the annual LHMP review, the committee should look for opportunities to fund and expand/enhance the effectiveness of current mitigation actions.
6. During annual budgeting processes, the City should identify new funding sources (bonds, grants, assessment districts, etc..) that can be used to support existing capabilities enhancements.

Table 5-1: Costa Mesa Capabilities Assessment

Resource Name	Type of Resource	Ability to Support Mitigation
City of Costa Mesa		
City Manager’s Office	Personnel Resource	The City Manager’s office provides administrative direction to the City’s Executive Directors and is responsible for managing the activities and operations of the City, ensuring the provision of quality services, and representing the City’s interests throughout the region. The City Manager’s Office is focused on the Council’s top priorities, to address homelessness, both locally and on a cooperative basis with other communities. <u>Mitigation activities implemented by this office may include direction setting with the City Council and City Departments and prioritizing new initiatives that support mitigation activities within the City.</u>
City Clerk	Personnel Resource	The City Clerk’s Office is a division of the City Manager’s Office. The responsibilities of the office include maintaining the City’s legislative history, the Costa Mesa Municipal Code, preparation, and distribution of the City Council agendas, managing the City’s documents such as contracts, deeds, leases, ordinances, resolutions, and election information. <u>Mitigation activities implemented by this office may include direction setting with the City</u>

		<p><u>Council and City Departments and prioritizing new initiatives that support mitigation activities within the City.</u></p>
<p>Finance Division</p>	<p>Personnel Resource</p>	<p>The Finance Division is comprised of two departments: Finance Administration and Financial Operations. Both of which are overseen by the City Treasurer, responsible for administering City finances and directing the Finance Department. The Treasurer is also responsible for developing and implementing municipal financial policies, which can be important when pursuing grant funding and overseeing the Adopted Budget and Comprehensive Annual Financial Report. <u>Financial management and strategic planning functions (and personnel) within the City can assist with key mitigation activities associated with cost tracking hazard events and disasters, identifying grant funding opportunities, grant reporting and administration, and establishing financial risk calculations that can help assist with budgeting of operations, maintenance, and capital improvements.</u></p>
<p>Communications and Marketing</p>	<p>Personnel Resource “Community Engagement and Outreach”</p>	<p>Communications and Marketing informs, educates, and engages residents and businesses using the City of Costa Mesa website, Costa Mesa Minute, CMTV, the City Hall Snapshot e-newsletter, the city news blog, and social media platforms (Facebook, Twitter, Instagram, Nextdoor). This department aims to promote information and events through a clear and unified voice and ensure that the public’s business is handled transparently. The following city initiatives are managed by City staff:</p> <ul style="list-style-type: none"> • Public information and education • Media relations • Social media posting and monitoring • Video production • Mail, printing, and graphic design services • Website development and maintenance • Special Events • Internal communications <p><u>Communications and Marketing play a key role in hazard mitigation through the relationships and trust developed with City residents and businesses. Their efforts have created strong ties to community organizations and businesses and ensure key content and information is timely and relevant. Through the various platforms developed/used by this Department, the City has various ways to ensure information and content reaches community members.</u></p>
<p>Planning Division</p>	<p>Personnel Resource</p>	<p>The Planning Division is responsible for implementing the regulations of the Zoning Code and the goals/policies/objectives of the General Plan. A planner’s role is to promote the public health, safety, and general welfare of the business and residential community and therefore preserve/enhance the quality of life in the City. <u>Mitigation activities undertaken by the Planning</u></p>

		<u>Department include reviewing new developments/redevelopments for code compliance, enforcement of new policies and regulations aimed at reduced hazard exposure, and the oversight of advanced planning efforts to address acute or systemic community issues.</u>
Building Safety Division	Personnel Resource	Building Safety is responsible for reviewing building plans for compliance with city building ordinances and applicable state building regulations. The Building Division issues permits for grading, building, plumbing, electrical, mechanical, and demolition permits for on-site construction. The Building Division is also responsible for the inspection of onsite construction work and code enforcement. <u>Mitigation activities by this division focus on the construction of new structures or retrofits or improvements to existing structures as part of the plan review process. This division also maintains information regarding substandard building locations and deficiencies that may require retrofit or modification.</u>
Housing and Community Development Division	Personnel Resource	Housing and Community Development administers funds the City receives from the United States Department of Housing and Urban Development (HUD). These funds are authorized under HUD's Community Development Block Grant (CDBG) program and used to benefit low- and moderate-income families and aid in the rehabilitation and development of blighted areas within the City. <u>Mitigation activities could include using new and current funds to assist low-income households with retrofitting properties to reduce vulnerabilities and address issues within the community.</u>
Community Improvement Division	Personnel Resource	Community improvement is responsible for responding to citizen requests to investigate potential violations related to property maintenance, noise, and illegal building use. <u>Mitigation activities could include identifying violations requiring mitigation, implementing improvements that reduce vulnerability to these conditions, and reducing overall City intervention.</u>
Costa Mesa Fire & Rescue	Personnel Resource "Community Engagement and Outreach"	Fire and Rescue consist of the following divisions: Community Risk Reduction (CRRD), Fire Administration, Fire/Rescue Operations, Emergency Medical Services, and Training. <u>The CRRD is the division with the most direct connection to mitigation activities since they develop and enforce local fire, life safety, property, and environmental protection standards; enforce State adopted fire codes; review construction plans; conduct inspections; investigate citizen complaints; provide training; and conduct community education and preparedness activities. Their primary focus embraces community risk reduction, relying on fire prevention measures are incorporated into new and existing developments.</u>

<p>Costa Mesa Police Department</p>	<p>Personnel Resource “Community Engagement and Outreach”</p>	<p>The Police Department is tasked with protecting life and property while preserving the peace and practicing the philosophy of community-oriented policing. This department is responsible for conducting emergency preparedness activities, investigating criminal activity, and directing traffic. <u>Mitigation activities relate to the safe movement of traffic (e.g., during evacuations), the public safety of residents during emergency events, and monitoring and assessing threats that could impact residents and businesses. Since emergency management is a critical function of the department, coordination, and collaboration with other agencies through the Operational Area plays a key role in the City’s overall mitigation strategy.</u></p>
<p>Information Technology Department</p>	<p>Personnel Resource</p>	<p>The Information Technology Department Is responsible for network administration; software development and installation; maintenance of hardware and software, including upgrade and replacement; database management; and the support and oversight of all the technology-related products and services for all city departments. <u>Mitigation activities undertaken by this department focus on the technological needs of other departments and provision of key services (GIS, Records Management, Data Analysis) needed to understand key city issues and solutions.</u></p>
<p>Parks and Community Services</p>	<p>Personnel Resource</p>	<p>The Community Services Department is responsible for a range of services for residents which include: Adult Sports, Aquatics Program, Community Centers, Golf Course, Senior Center, Tennis Center, Parks and Community Gardens, Sponsor Costa Mesa Youth, Sports Fields Info, Summer Sports, Music & Art Camps, Youth and Teen Programs, Youth Sports & Fitness, Youth Sports Organizations. <u>Mitigation activities undertaken by Community Services include establishing locations for cooling centers, evacuations, sheltering residents in need, and other community needs. This department also has the ability to tailor programs and resources to accommodate community member needs.</u></p>
<p>Public Services</p>	<p>Personnel Resource</p>	<p>The Public Services Department provides engineering, transportation, park and city facilities maintenance, water quality, and waste management, and recycling. The four divisions within the department include Administration, Engineering, Maintenance Services, and Transportation Services. The Administrative Division sets annual goals and performance measures in accordance with the Department’s strategic plan, City Council priorities, and needs of the community. The Engineering Division is responsible for designing, coordinating, and constructing Capital Improvement projects located on public property or within the public right-of-way and the procurement of needed right-of-way. Maintenance Services is responsible for responding to emergencies such as fallen limbs, power</p>

		<p>outages, and flooding, working on a year-round maintenance schedule. The Transportation Services Division is responsible for the operation and maintenance of the transportation infrastructure in the City and implementation of the General Plan Circulation Element. <u>Support for mitigation activities from this department may include assessing mobility options for residents with Access and Functional Needs and identifying future transportation projects that can reduce evacuation vulnerabilities or enhance the roadway network, so it is less prone to damage during hazard events. Aid in the identification of public needs and the resulting mitigation policies.</u></p>
Building Code	Plan Resource	<p>The Costa Mesa Building Code and associated standards (Residential, Mechanical, Electrical, etc.) govern how new buildings are constructed. They are published by the state and are adopted by local communities, sometimes with amendments to make the codes more locally applicable. <u>Mitigation actions to construct buildings to a safer standard, allowing them to resist damage during a hazard event better, may be made part of future building code updates.</u></p>
Capital Improvement Projects	Plan Resource	<p>The Costa Mesa Capital Improvement Program (CIP) is a long-range fiscal forecast that identifies major public improvements to the City’s infrastructure over the next five years (FY 2019-2020 marks the transition of the CIP from a seven-year period CIP to a Five-Year CIP). The Plan is important for planning and managing the City’s growth and development and maintaining existing infrastructure. During Plan development, capital projects affecting public health and safety and/or legal mandates receive the highest priority; emphasis is also placed on projects maintaining service levels or preventing deterioration of facilities. <u>Integration of this Plan into the CIP can assist in mitigation efforts by identifying new funding sources for future improvements. As new grant opportunities become available, the CIP may already have projects consistent with the LHMP (Currently being developed), that can easily be used for grant submittals once the LHMP is completed and adopted. Leveraging these two plans can help secure needed funds to reduce vulnerabilities throughout the City.</u></p>
Adopted FY Budget	Financial Resource	<p>The City adopts its budget each year, which identifies the funding available to support governmental operations. <u>This budget is a key location where future mitigation projects can be identified from a funding perspective.</u></p>
General Plan	Plan Resource	<p>The General Plan is the long-term, comprehensive blueprint for development and changes in the community. The policies in the general plan address land use, public safety, environmental protection, transportation, and others. <u>The general plan serves as a framework for mitigation actions, establishing the</u></p>

		<u>overarching policies for mitigation activities. To provide a stronger enforcement mechanism, mitigation actions may be directly incorporated into the general plan as policies and/or implementation actions.</u>
Zoning Ordinance	Plan Resource	The Costa Mesa Zoning Ordinance is an implementation tool for the City’s general plan. It establishes regulations for land uses throughout the community, including where different types of development and land use activity can occur, how these developments can look, and how they may be operated. <u>Mitigation actions related to the siting, construction, and operation of new developments in Costa Mesa may be implemented through the Zoning Code to ensure these locations address risks identified in the plan.</u>
Orange County		
Orange County Hazard Mitigation Plan	Plan Resource	The Orange County Hazard Mitigation Plan identifies and describes the hazard events that may occur in the unincorporated areas of Orange County and provides a suite of mitigation actions to help decrease the potential damage from these hazards. <u>Mitigation actions for Costa Mesa that require coordination with the county may be integrated into the County’s Hazard Mitigation Plan. Similar mitigation actions in both the county’s and Costa Mesa’s hazard mitigation plans can lead to a more regionally unified hazard mitigation strategy, improving effectiveness.</u>
Mesa Water District	Technical Resource	Mesa Water District (Mesa) is an AAA-rated independent special district that provides water service to 110,000 residents in an 18-square-mile area. Mesa Water serves most of Costa Mesa, parts of Newport Beach, and some unincorporated areas of Orange County, including John Wayne Airport. <u>Mesa can assist with mitigation efforts when addressing drought conditions within the City or enhancements to water infrastructure. As the City’s primary water provider, Mesa can effectively manage and monitor water use and ensure adequate water supplies during times of severe drought.</u>
Irvine Ranch Water District	Technical Resource	Irvine Ranch Water District (IRWD) is an independent special district serving Central Orange County, California. IRWD provides high-quality drinking water, reliable wastewater collection and treatment, ground-breaking recycled water programs, and environmentally sound urban runoff treatment to more than 380,000 residents. <u>IRWD can assist with mitigation efforts when addressing drought conditions within the City. As the water provider for small portions of the City, IRWD can effectively manage and monitor water use and ensure adequate water supplies during times of severe drought and support Mesa Water District if necessary.</u>
Orange County Fire Authority	Technical Resource	The Orange County Fire Authority (OCFA) provides fire protection and firefighting services to the unincorporated areas of Orange County. <u>Fire-related mitigation</u>

		<u>collaboration on regional projects that could benefit Costa Mesa would occur by working with OCFA staff.</u>
Orange County Sanitation District	Technical Resource	The Orange County Sanitation District (OCSD) is the agency that provides wastewater collection, treatment, and disposal services for approximately 2.6 million people in central and northwest Orange County. <u>Mitigation strategies by this agency would focus on the enhancement of infrastructure within the City.</u>
Combustible Soil Gas Hazard Mitigation, Guideline C-03	Plan Resource	The Orange County Fire Authority has created a document intended to serve as guidance for the scientific investigation, remediation, and/or mitigation of potentially hazardous concentrations of combustible soil gases associated with the construction and occupancy of a building or structure located within the areas specified herein. <u>This document can be used to help guide mitigation action creation relating to methane-containing soils.</u>

Regional, State, and Federal Agencies

California State Hazard Mitigation Plan	Plan Resource	The California State Hazard Mitigation Plan assesses the types of hazards that may be present in California. It includes descriptions of these hazards, summaries of past hazard events, descriptions of how these hazards may occur in the future, and how these hazards may harm the people and assets of California. Like a local hazard mitigation plan, the State Hazard Mitigation Plan is updated every five years. <u>The Committee can use the State Hazard Mitigation Plan as a source of information to refine the hazard profiles and vulnerability assessments in future Costa Mesa LHMPs.</u>
Cal-Adapt	Technical Resource	Cal-Adapt is an online tool that provides detailed projections for future climate-related conditions in California, including factors such as temperature, precipitation, and sea-level rise. <u>These projections can help inform future hazard events and explain how hazard conditions are expected to change. The Committee can use Cal-Adapt to monitor anticipated changes in future climate conditions and adjust mitigation actions accordingly.</u>
California Governor’s Office of Emergency Services	Technical Resource	The California Governor’s Office of Emergency Services (Cal OES) is the state agency responsible for reducing hazards through mitigation activities, conducting emergency planning, supporting emergency response and recovery activities, and acting as a liaison between local and federal agencies on emergency-related issues. <u>Cal OES provides guidance on hazard mitigation planning activities, shares best practices, and distributes funding opportunities. The Committee can work with Cal OES to obtain funding to implement LHMP mitigation strategies and receive future updates.</u>
Federal Emergency Management Agency	Technical Resource	The Federal Emergency Management Agency (FEMA) is the federal agency responsible for hazard mitigation, emergency preparedness, and emergency response and

		recovery activities. It provides guidance to state and local governments on hazard mitigation activities, including best practices and how to comply with federal requirements. <u>FEMA also provides funding for hazard mitigation actions through grant programs.</u>
California Department of Transportation	Technical Resource	The California Department of Transportation (Caltrans) is the state agency with jurisdiction over designated highways, including State Route 55 and 73 and Interstate Route 405. <u>Mitigation actions related to ensuring the resiliency of state-designated routes will be implemented through coordination with Caltrans.</u>
Private Organizations		
Southern California Edison	Technical Resource	Southern California Edison (SCE) is the electrical service provider for Costa Mesa. SCE also owns the electrical distribution grid in the community. <u>Mitigation actions relating to the resiliency of Costa Mesa’s electrical grid will be implemented through coordination with SCE.</u>
Southern California Gas Company	Technical Resource	The Southern California Gas Company (SoCalGas) is the natural gas provider for Costa Mesa and owns the natural gas infrastructure in the community. <u>Mitigation actions that address the resiliency of natural gas infrastructure and services in Costa Mesa will be implemented through coordination with SoCalGas.</u>

Hazard Mitigation Strategies and Actions

Hazard Mitigation Goals

The goals identified in Chapter 1 help develop policies to protect community members, ecosystems, and other important assets from hazard events. These goals were developed to ensure consistency with the City’s General Plan Safety Element, which plays an important role in risk reduction within Costa Mesa. These goals informed the development of mitigation actions and act as checkpoints to help City staff determine implementation progress.

Evaluation of Potential Hazard Mitigation Actions

Based on the hazard profiles, threat assessment, and capabilities assessment; the results of the community survey; discussions among Committee members; and existing best practices, the Committee prepared a set of potential mitigation actions, which were evaluated using the following criteria:

FEMA requires local governments to evaluate the monetary and non-monetary costs and benefits of potential mitigation actions. Although local governments are not required to assign specific dollar values to each action, they should identify the general size of costs and benefits. The Committee may elect to include measures with high cost or low benefits, but such measures should be clearly beneficial to the community and an appropriate use of local resources.

In addition, FEMA directs local governments to consider the following questions as part of the financial analysis:

- What is the frequency and severity of the hazard type to be addressed by the action, and how vulnerable is the community to this hazard?
- What impacts of the hazard will the action reduce or avoid?
- What benefits will the action provide to the community?

The Committee also chose to review and revise the potential hazard mitigation actions using a third set of criteria (**Table 5-2**), known as STAPLE/E (Social, Technical, Administrative, Political, Legal, Economic, and Environmental). The Committee did not formally assess every potential mitigation action under all STAPLE/E criteria but used the criteria to guide and inform the discussion. The Committee also discussed how the criteria might be used to evaluate grant applications the City may submit to receive funding for LHMP implementation.

Table 5-2: STAPLE/E Criteria

Issue	Criteria
Social	<ul style="list-style-type: none"> • Is the action socially acceptable to Costa Mesa community members? • Would the action mistreat some individuals? • Is there a reasonable chance of the action causing a social disruption?
Technical	<ul style="list-style-type: none"> • Is the action likely to reduce the risk of the hazard occurring, or will it reduce the hazard's effects? • Will the action create new hazards or make existing hazards worse? • Is the action the most useful approach for Costa Mesa to take, given the City and community members' goals?
Administrative	<ul style="list-style-type: none"> • Does the City have the administrative capabilities to implement the action? • Are there existing City staff who can lead and coordinate the measure's implementation, or can the City reasonably hire new staff for this role? • Does the City have enough staff, funding, technical support, and other resources to implement the action? • Are there administrative barriers to implementing the action?
Political	<ul style="list-style-type: none"> • Is the action politically acceptable to City officials and other relevant jurisdictions and political entities? • Do community members support the action?
Legal	<ul style="list-style-type: none"> • Does the City have the legal authority to implement and enforce the action? • Are there potential legal barriers or consequences that could hinder or prevent the implementation of the action? • Is there a reasonable chance that the implementation of the action would expose the City to legal liabilities? • Could the action reasonably face other legal challenges?
Economic	<ul style="list-style-type: none"> • What are the monetary costs of the action, and do the costs exceed the monetary benefits? • What are the start-up and maintenance costs of the action, including administrative costs? • Has the funding for action implementation been secured, or is a potential funding source available? • How will funding the action affect the City's financial capabilities?

	<ul style="list-style-type: none"> • Could the implementation of the action reasonably burden the Costa Mesa economy or tax base? • Could there reasonably be other budgetary and revenue impacts to the City?
Environmental	<ul style="list-style-type: none"> • What are the potential environmental impacts of the action? • Will the action require environmental regulatory approvals? • Will the action comply with all applicable federal, state, regional, and local environmental regulations? • Will the action reasonably affect any endangered, threatened, or otherwise sensitive species of concern?

Prioritization

As part of the mitigation actions development and review, the HMPC also prioritized the actions. The prioritization efforts looked at the risks and threats from each hazard, financial costs and benefits, technical feasibility, and community values, among others. Committee members were asked to identify their priority actions through a voting exercise. Items prioritized by at least three Committee members are considered high priority, and those prioritized by one or two members are considered a medium priority. Actions not prioritized by any Committee member are considered low priority.

COST ESTIMATES

To meet the cost estimation requirements of the hazard mitigation planning process, the HMPC identified relative cost estimates based on their understanding of the mitigation action intent and their experience developing identical or similar programs/implementing projects. Three cost categories based on the City’s typical cost criteria were used for budgeting purposes:

- **Low cost (\$):** \$60,000 or less
- **Medium cost (\$\$):** \$60,001 to \$199,999
- **High cost (\$\$\$):** Greater than \$200,000

Based on the criteria and evaluation processes used during Plan development, the Committee prepared a prioritized list of mitigation actions to improve Costa Mesa’s resilience to hazard events. **Table 5-3** lists the mitigation actions, prioritization of each action, and other details related to implementation. In addition to mitigation actions and strategies, several preparedness activities were identified and denoted with a letter “P.”

National Flood Insurance Program

Costa Mesa participates in the National Flood Insurance Program (NFIP), which Congress created in 1968 to subsidize flood insurance to homeowners who live in flood-prone areas. Individual communities have the option to participate in the NFIP. However, property owners who live in nonparticipating communities with flood-prone areas will not be able to buy flood insurance through the program. Additionally, nonparticipating communities with mapped flood plains cannot receive federal grants or loans for development activities in flood-prone areas and cannot receive federal disaster assistance to repair flood-damaged buildings in mapped flood plains. Costa Mesa has participated in the NFIP since 09/30/1982.

Although participation is not a dedicated hazard mitigation action, Costa Mesa will continue to participate in the NFIP and comply with the program's requirements through continued enforcement of the City's Floodplain Management Regulations (Municipal Code Title 13, Chapter 5, Article 10). These regulations apply to all areas identified as flood-prone within the City and identify the purpose, methods of reducing flood losses, basis for establishing flood hazard areas, development permit requirements, duties and responsibilities of the City's Floodplain Administrator, development standards that apply in flood-prone areas, and required documentation and analysis for construction within these areas. As part of the City's efforts to comply with NFIP, Costa Mesa will update and revise the Floodplain Management regulations to minimize the threat of harm from future flood events. These updates and revisions may be promoted by changes in local demographics, shifts in land use, changes to flood regimes such as frequency and intensity of flood events, and other factors that may warrant municipal action. The City will also continue to incorporate any changes to the locations and designations of mapped flood plains into future planning documents, including future updates to this Plan.

The City of Costa Mesa contains Special Flood Hazard Areas (SFHA) that include 168 policies in force. Total insurance coverage for these policies amounts to \$55,969,900. Eight of the properties within SFHA are considered repetitive loss properties, which have experienced repeated flood claims.

Table 5-3: Costa Mesa Mitigation Actions Implementation Plan

Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
Preparedness Activities						
P1	Conduct regular emergency preparedness drills and training exercises for City staff.	General Fund, Grants	Police	\$	Annually	N/A
P2	Continue agreements with local school districts to ensure that school facilities can act as evacuation sites during major emergencies.	General Fund, Grants	Police	\$	Annually	N/A
P3	Work with local businesses and organizations to conduct regular workplace emergency preparedness drills through the Costa Mesa Business Preparedness Academy.	General Fund, Grants	Fire	\$	Annually	N/A
P4	Expand participation in the Costa Mesa Community Emergency Response Team (CERT) program for residents and businesses.	General Fund, Grants	Fire	\$	Annually	N/A
P5	Ensure that community evacuation plans include provisions for community members who do not have access to private vehicles or are otherwise unable to drive.	General Fund, Grants	Police	\$	Ongoing	N/A
P6	Continue to ensure effective emergency notifications through multiple media formats, in at least English and Spanish, about pending, imminent, or ongoing emergency events. Ensure that information is accessible to persons with disabilities and functional needs.	General Fund, Grants	Police	\$	Ongoing	N/A
P7	Maintain at least one emergency power-generating station in all critical facilities that the City could use as an emergency public assembly area, such as City Hall, Community Centers, and any others that the City may so designate in the future.	General Fund, Grants	Public Services	\$\$\$	Ongoing	N/A
P8	Update the Costa Mesa Emergency Operations Plan to identify backup power and communications locations for critical facilities.	General Fund, Grants	Police	\$	Annually	N/A
P9	Continuously update response procedures for first responder departments to properly address new hazard events as they emerge.	General Fund, Grants	Police	\$	Annually	N/A

	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
P10	Ensure that the City has an adequate supply of sandbags for residents and businesses, including prefilled sandbags for individuals who may be unable to fill them on their own.	General Fund, Grants	Public Services	\$	Ongoing	N/A
P11	Conduct active shooter drills for City staff, residents, and businesses.	General Fund, Grants	Police	\$	Annually	N/A
P12	Increase the number of City staff who have CalOES Safety Assessment Program (SAP) credentials.	General Fund, Grants	Police	\$	Annually	N/A

Multiple Hazards

1.01	Explore the feasibility of connecting critical facilities (Civic Center, key Community Centers) to a microgrid power-supply network. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$\$	2026	High
1.02	Install energy-efficient equipment to increase the longevity of the fuel supply for backup generators. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$\$	Ongoing	Medium
1.03	Conduct routine updates to Facility Conditions Assessments for City-owned infrastructure, buildings, lift stations, and other utilities and coordinate with other agencies to ensure inspections of other important infrastructure. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/Development Services	\$\$\$	Ongoing	Low
1.04	Repair, as feasible, all major deficiencies discovered by inspections to prevent collapse, failure, or damage in the event of a natural disaster. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$\$	Ongoing	High
1.05	Incentivize public and private utility operators to harden their lines passing through the City from potential breaches. Encourage adoption of supervisory control and data acquisition (SCADA) to allow instantaneous shut down of line	General Fund, BRIC/ HMGP	Public Services	\$\$\$	Ongoing	Low

	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	breaches. Use mitigation grants to incentivize entities to partner with the City to complete these projects. (Hazards addressed: All)	Grants, Other Grants				
1.06	Install and harden emergency backup power at Civic and Community Centers and other critical facilities as the city may determine necessary. Prioritize installations for facilities that serve as key cooling/warming centers and evacuation centers. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$\$	2024	High
1.07	Conduct a feasibility assessment of installing solar and battery backup systems at key critical facilities within the City. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$\$	Currently Underway	Medium
1.08	Work closely with community groups to increase awareness of hazard events and resiliency opportunities among socially vulnerable community members, including the homeless. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Community Services/ Development Services/ City Manager's Office	\$	Ongoing	Low
1.09	Avoid building new City-owned key facilities in mapped hazard areas. If no feasible sites outside of mapped areas exist, ensure that such facilities are hardened against hazards beyond any minimum building requirements/ mitigation standards. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/Development Services	\$\$\$	Ongoing	Low
1.10	Closely monitor changes in the boundaries of mapped hazard areas resulting from land use changes or climate change and adopt new mitigation actions or revise existing ones to ensure continued resiliency. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$	Annually	Low
1.11	Integrate policy direction and other information from this Plan into other City documents, including the General Plan,	General Fund, BRIC/	All Departments	\$	Annually	Low

Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	Emergency Operations Plan, and Capital Improvements Program. (Hazards addressed: All)	HMGP Grants, Other Grants				
1.12	Monitor funding sources for hazard mitigation activities. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	All Departments	\$	Ongoing	Low
1.13	Enhance the City's existing all hazards early warning alarm system to be activated prior to or during hazard events. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Police/Fire Departments	\$\$	2027	Low
Aircraft Incident						
2.01	Coordinate with the Federal Aviation Administration on flight paths over the City and potential changes that may increase vulnerability to aircraft incidents.	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$	Ongoing	Medium
2.02	Coordinate with SNA on future improvements and enhancements that may impact City infrastructure and/ or function.	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$	Ongoing	Medium
Diseases and Pests (Agricultural Pests, Epidemic/Vector-Borne Diseases, Tree Mortality)						
3.01	Coordinate with surrounding jurisdictions, local health care providers, businesses, schools, the Orange County Health Care Agency, the California Department of Public Health, and the Centers for Disease Control to inform community members about current public health trends or issues, free and low-cost healthcare options, treatments, and where to find local healthcare facilities.	General Fund, BRIC/ HMGP Grants, Other Grants	City Manager's Office	\$	Ongoing	High

Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	(Hazards addressed: Epidemic/Vector-Borne Diseases)					
3.02	Cooperate with the Orange County Mosquito and Vector Control District to inform community members on best practices for mosquito-proofing homes and businesses and how to avoid mosquito bites. (Hazards addressed: Epidemic/Vector-Borne Diseases)	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$	Ongoing	Medium
3.03	Participate in exercises conducted by the operational area surrounding diseases and pest issues. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$	Ongoing	Low
3.04	Continue to work with residents, business owners, and utilities to remove dead, dying, and diseased trees weakened by disease and/or pests. (Hazards addressed: Tree Mortality)	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$	Ongoing	High
3.05	Update City landscape standards to incorporate disease-resistant and drought resistant native plant species as part of landscaping projects/ improvements. (Hazards Addressed: Tree Mortality)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$	2024	Low
3.06	Conduct an Arborist's Evaluation of the City's tree inventory to locate, identify, and determine the health of tree species within the City.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$	Ongoing	Medium

Drought

4.01	Coordinate closely with Mesa Water District (MWD) on water use and water conservation efforts throughout the City.	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$	Ongoing	Medium
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	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
4.02	Update "Title 13 Planning, Zoning, and Development Chapter VII. Landscaping Standards 13-101" - of the Costa Mesa Municipal Code of Ordinances to reflect the latest advances in best practices in landscape design and irrigation that reduce water use within the City. Continue to update this section to reflect the newest technology, designs, and techniques to increase the sustainability of water resources. Prepare drought tolerant landscaping in such a way that it will not increase the negative impacts of flooding, such as debris flow.	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$	Annually	High
4.03	Use drought-tolerant plants when installing new or significantly redoing City-owned landscapes. Limit turf that is not drought tolerant to recreational fields and lawns, and only in instances where no feasible drought-tolerant alternatives exist.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$	Ongoing	Low
4.04	Work with MWD to develop a focused water leak pilot program to eliminate leaky water mains, sprinklers, and other water fixtures, focusing on areas of the City with the greatest water demand	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$	Ongoing	Low
4.05	Develop a Drought Strategic Plan that focuses on reductions in water use for municipal operations and strategies for inclusion into Mesa Water District drought planning programs and processes.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$	TBD	Low
Energy/Power Shortage						
5.01	Coordinate with utility providers to enhance their assets located within or traversing through the City.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$	Ongoing	Low

	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
5.02	Establish and routinely update a confidential inventory of critical infrastructure and ensure utility providers coordinate development activities with future resilience enhancements.	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services/Public Services	\$	Annually	High
5.03	Expand access to alternative energy technologies, energy efficiency improvements and appliances, and programs for vulnerable populations to reduce energy consumption and the need for City services during extreme heat events.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$	2026	Medium
5.04	Install new and harden existing emergency backup generators at critical facilities and infrastructure as deemed necessary.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$	2024	High
5.05	Install battery backup power supplies for traffic signals to ensure functionality in the event of power failure.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$	2026	Low
5.06	Monitor changes to PSPS circuits in and around the City that could affect residents, businesses, and organizations, and increase awareness of these events' effects on the City's resources.	General Fund, BRIC/ HMGP Grants, Other Grants	Police	\$	Annually	Low
5.07	Develop a Power Failure Strategic Plan that prioritizes strategies focused on the following: <ul style="list-style-type: none"> • Identification of critical facilities requiring backup power supplies. • Identification of critical systems requiring backup battery supplies to ensure effective operations during power failure events. 	General Fund, BRIC/ HMGP Grants, Other Grants	All Departments	\$	2023	High

	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	<ul style="list-style-type: none"> • Development of criteria for backup power supplies and equipment for City-owned building and infrastructure • Development of code updates/modifications for new development/redevelopments that are energy resilient or include backup power supplies or plug-in-ready retrofits. • Compilation of funding sources and strategies for City facility improvements and resources for residents and businesses. 					
5.08	Install resilient emergency power supplies and microgrids at key critical facility locations throughout the City.	General Fund, BRIC/ HMGP Grants, Other Grants	All Departments	\$\$\$	TBD	High
Flooding						
6.01	Coordinate with dam owners/operators, state, and federal agencies to collectively identify threats to the City and the region and identify ways to retrofit/strengthen the dams under their control.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$	Ongoing	Low
6.02	Identify potential flood improvements that reduce inundation from both storm flows and potential dam inundation effects	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$	2024	High
6.03	Update the City's Storm Drain Master Plan periodically (in conjunction with the LHMP and CIP) to incorporate new data and/or address emerging issues.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$\$	2023	High

	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
6.04	Investigate the use of permeable paving and landscaped swales for new construction and replacement of City-owned hardscaped areas.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$	Ongoing	Medium
6.05	Conduct frequent cleanings of storm drain intakes, especially before and during the rainy season.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$	Ongoing	Low
6.06	Track areas where ponding frequently occurs during heavy rainfall and install new drains or upgrade existing ones to reduce ponding of water.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$\$	Ongoing	Low
Geological Hazards (Expansive Soil, Erosion, Landslide, Methane Containing Soils)						
7.01	Conduct an analysis of old oil infrastructure in and around Costa Mesa to verify methane releases are not occurring. (Methane Containing Soils)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/Development Services	\$	2026	Low
7.02	Ensure effective drainage systems and stabilizing vegetation on and above landslide-prone slopes and bluffs are installed and maintained in areas prone to this hazard. (Landslide, Erosion)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/Development Services	\$	2024	High
7.03	Adopt guidelines for Methane Containing Soils based on the Orange County Fire Authority (OCFA), Combustible Soil Gas Hazard Mitigation, Guidelines for areas prone to impacts from methane containing soils. (Methane Containing Soils)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/Development Services/Fire Department	\$	2023	High

	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
7.04	Conduct a methane gas assessment in the southern portion of the City to identify areas with a high methane concentration. As part of the study, the City should identify potential strategies for capturing and using these gases. (Methane Containing Soils)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/Development Services/Fire Department	\$	2025	Low
Hazardous Materials						
8.01	Discourage new sensitive land uses, including schools, parks, childcare centers, adult and senior assisted living facilities, and community centers, from locating near identified hazardous material facilities. Discourage or prohibit new hazardous material facilities from locating near sensitive land uses.	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$	Ongoing	Low
8.02	Pursue full alignment of the General Plan with policies and actions outlined in state and regional plans such as the California Accidental Release Prevention (CalARP) Program and the Orange County Fire Authority Hazardous Materials Area Plan.	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$	Annually	High
8.03	Continuously inspect businesses and other properties storing hazardous materials and create an inventory of storage locations that require updates, maintenance, or renovation.	General Fund, BRIC/ HMGP Grants, Other Grants	County Health (CUPA)	\$	Ongoing	Medium
8.04	Discourage new sensitive land uses, including schools, parks, childcare centers, adult and senior assisted living facilities, and community centers, from locating near identified hazardous material facilities. Discourage or prohibit new hazardous material facilities from locating near sensitive land uses.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$	Ongoing	Low
Human-Caused Hazards						
9.01	Coordinate with the Orange County Intelligence Assessment Center (OCIAAC) to monitor potential incidents resulting in civil disturbance events (riots, mass shootings, etc.).	General Fund, BRIC/ HMGP	Police/Fire Departments	\$	Ongoing	Low

Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	(Hazards addressed: Mass-Casualty Incidents, Civil Disturbance)	Grants, Other Grants				
9.02	Disseminate information on cyber threats or potential terrorist activity to City staff and continually follow up with information on further developments in the situation. (Hazards addressed: Human-Caused Hazards)	General Fund, BRIC/ HMGP Grants, Other Grants	IT Department	\$	Annually	Medium
9.03	Regularly update cybersecurity software and educate business owners and residents on current internet-based threats. (Hazards addressed: Cyber Threats)	General Fund, BRIC/ HMGP Grants, Other Grants	IT Department	\$	Annually	Medium
9.04	Retrofit all critical facilities, City administration buildings, and other buildings the City may deem important in the future with counterterrorism design elements and building materials. (Hazards addressed: Human-Caused Hazards)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/Police Department	\$\$\$	2026	High
9.05	Establish a backup location for the City's Traffic Control Management System and install backup emergency power to ensure system operation during an emergency. (Multi-Hazard)	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services/ Public Services	\$\$\$	2024	High
9.06	Conduct a cyber threat assessment for the Traffic Control Management System and determine system vulnerabilities.	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$\$-\$\$\$	Ongoing	Low
Seismic Hazards						
10.01	Encourage the installation of resilient (seismically appropriate) piping for new or replacement pipelines in close coordination with local water, natural gas, and other providers.	General Fund, BRIC/ HMGP	Development Services/Public Services	\$	Ongoing	Low

Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
		Grants, Other Grants				
10.02	Assess soft story conditions for apartment buildings constructed prior to 1980.	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$\$	2026	Medium
10.03	Conduct an educational campaign and incentives to encourage the use of reinforced chimneys, anchored rooftop-mounted equipment, window film, and other preventative measures to reduce damage to private buildings.	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$\$	TBD	Low
10.04	Encourage community groups and industry representatives to assist in outreach to residents and businesses to obtain earthquake insurance.	General Fund, BRIC/ HMGP Grants, Other Grants	City Manager's Office	\$	Ongoing	Low
10.05	To the extent feasible, construct all new and significantly retrofitted City-owned facilities to remain operational in the event of a major earthquake.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/Development Services	\$\$\$	Ongoing	High
10.06	Retrofit key critical facilities with seismically rated window film treatments that ensure glass windows do not shatter during a strong seismic event.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$	2025	High
10.07	Install flexible jointing and pipelines across fault segments located within the City. Ensure these pipelines have the necessary countermeasures to ensure breakage of lines is kept to a minimum and adequate shutoff mechanisms to	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/Development Services	\$	Ongoing	Low

	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	reduce exposure of pipeline contents to residents and businesses.					
Severe Weather						
11.01	Notify residents through public service announcements a couple of days in advance of a severe weather event. Focus on media methods that target vulnerable populations, such as the elderly, sick, lower-income, or persons with limited mobility, to better ensure they have adequate time to prepare. (Hazards addressed: Severe Weather)	General Fund, BRIC/ HMGP Grants, Other Grants	City Manager's Office/ Public Services	\$	Ongoing	Medium
11.02	Expand public facilities (libraries, community centers, etc.) as warming/cooling centers for vulnerable populations during extreme weather events, and assess facility needs to automatically open these facilities as severe weather centers when conditions require. (Hazards addressed: Severe Weather)	General Fund, BRIC/ HMGP Grants, Other Grants	Community Services/Public Services	\$\$	2024	High
11.03	Increase the use and construction of shade structures within new developments, City facilities, parks, and trails to reduce urban heat island impacts. (Hazards Addressed: Extreme Heat)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$\$	Ongoing	Medium
11.04	Evaluate the long-term capacity of designated cooling centers and shelters in the City to provide sufficient relief from extreme heat. Assess the need to expand services as the frequency, length, and severity of future heatwaves potentially change because of climate change. (Hazards addressed: Extreme Heat)	General Fund, BRIC/ HMGP Grants, Other Grants	Community Services/Public Services	\$\$	2025	Medium
11.05	Upgrade HVAC within City facilities to more efficient systems, including split systems or decentralized systems that allow for heating and cooling the spaces needed, not entire buildings. (Hazards addressed: Extreme Heat)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$\$	Ongoing	Low

	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
11.06	Conduct outreach to residents and businesses prior to severe winds (Santa Ana Wind events) on proper tree maintenance and identification of potentially hazardous trees. (Hazards addressed: Severe Wind)	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$	Annually	Medium
Urban Fire						
12.01	Promote the proper maintenance and separation of power lines from trees and other hazards.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/ Development Services/ Fire Department	\$	Ongoing	Medium
12.02	Provide information and resources to residents citywide on ways to improve resilience to home fires, including procedures for fallen powerlines.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/ Development Services/ Fire Department	\$	Annually	Low
12.03	Conduct regular vegetation management activities to reduce fire hazard risks, such as clearing out dead vegetation in parks, open spaces, rights-of-way, and other areas that could become fuel for fires.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/ Development Services/ Fire Department	\$\$	Ongoing	Medium
12.04	Establish thresholds for fire sprinkler installation in retrofitted buildings and structures undergoing use changes or remodel.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/ Development Services/ Fire Department	\$	2023	Medium
12.05	Promote the planting of fire-resistant landscaping in all new developments and significant landscape retrofits in accordance with State and local recommendations, such as high-moisture, low-resin trees, shrubs, and ground cover.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/ Development Services/ Fire Department	\$	Ongoing	Low

* Relative Cost Categories: \$ - Less than \$60,000 | \$\$ - \$60,001 to \$199,999 | \$\$\$ - Greater than \$200,000

Chapter 6 – Plan Maintenance

For this LHMP to remain effective and useful to the community of Costa Mesa, it must remain up to date. An updated version of the LHMP will guide hazard mitigation activities in Costa Mesa and help keep the City eligible for state and federal hazard mitigation funding. The HMPC has structured this LHMP so individual sections can easily be updated as new information becomes available and new needs arise, helping to keep this Plan current.

This chapter discusses how to update this Plan to keep it in compliance with applicable state and federal requirements. This chapter also describes how the City can incorporate the mitigation actions described in Chapter 5 into existing programs and planning mechanisms and how public participation will remain an important part of Plan monitoring and future update activities.

Coordinating Body

The HMPC will remain responsible for maintaining and updating the Plan, including evaluating the Plan's effectiveness as needed. Members of the HMPC will also coordinate the implementation of the Plan through their respective positions. **Table 1-1** contains a list of HMPC members that participated in plan development. In future years, staff, and representatives (either current HMPC members or other individuals) from the following Departments should be included in maintenance and update activities:

- City Clerk
- City Manager's Office
- Community Development
- Community Services
- Financial Management and Strategic Planning
- Human Resources & Innovation
- Police
- Fire
- Public Services
- Transportation

The staff member currently serving as the HMPC leader (responsible for coordinating future updates) is the City's Emergency Manager within the Police Department. This person will serve as the project manager during the update process or designate this role to another staff member. The HMPC leader or their designee will coordinate maintenance of this Plan, lead the formal Plan review and evaluation activities, direct the Plan update, and assign tasks to other members of the HMPC to complete these activities. Such tasks may include collecting data, developing new mitigation actions, updating mitigation actions, making presentations to City staff and community groups, and revising sections of the Plan.

Plan Implementation

The effectiveness of the Plan depends on the successful implementation of the mitigation actions. This includes integrating mitigation actions into existing City plans, policies, programs, and other implementation mechanisms. The mitigation actions in this Plan are

intended to reduce the damage from hazard events, help the City secure funding, and provide a framework for hazard mitigation activities. Committee members prioritized the hazard mitigation actions in **Table 5-3** in Chapter 5. These priorities will guide the implementation of these actions through new or existing City mechanisms as resources are available. The LHMP project manager is responsible for overseeing the implementation, promotion, and maintenance of this Plan and facilitating meetings and other coordinating activities related to Plan implementation and maintenance.

The key City Plans that should incorporate content from this LHMP include:

- **Costa Mesa General Plan Safety Element** – this element should incorporate relevant mapping and analysis in the Safety Element to ensure the goals and policies of this plan are reinforced throughout future developments and projects proposed within the City.
- **Costa Mesa Emergency Operations Plan** – The EOP focuses on the effective preparedness and response to hazard events within the City. Incorporating relevant content from this plan into the EOP ensures consistency regarding the hazards addressed in both plans.
- **Costa Mesa Capital Improvements Program** – The CIP identifies key infrastructure investments throughout the City that may include hazard mitigation elements. Incorporating this plan into the CIP may assist with enhancing infrastructure investment through additional funding and/or modification of improvements to include hazard mitigation elements.

This integration of the LHMP into the Costa Mesa General Plan also allows the City to comply with AB 2140 requirements, as identified in Chapter 1 of this plan.

Future integration of the LHMP into other plans and processes should focus on the following:

- Updates to existing plans and documents should always refer to the LHMP for any relevant information (risk assessment, maps, tables) that can be incorporated into the new document.
- Identification of hazard conditions addressed in the LHMP should be referenced in plans prepared by the City to reduce inconsistencies and minimize redundancy.
- Proposed projects/investments made by the City should identify relevant mitigation actions that may apply to future construction funding
- Changes to policies, rules, and regulations that involve hazard mitigation should reference the LHMP, ensuring greater connection regarding the reason behind the modification.

Integration into other plans and processes should be an ongoing process undertaken by all departments and be regularly monitored as part of the annual maintenance process (see below).

Plan Maintenance Process

The City's plan maintenance process will rely on the Local Hazard Mitigation Plan Implementation Handbook, located in **Appendix E**. The handbook is intended to function as a stand-alone document that gives a concise and accessible guide to jurisdiction staff for implementing and maintaining the Plan. A key component of the handbook is the specific

mechanisms that the jurisdiction can use to integrate this plan into other City planning mechanisms.

Plan Monitoring and Evaluation

When members of the HMPC are not updating the Plan, they should meet at least once a year to go over mitigation action implementation and evaluate the Plan's effectiveness. These meetings should include:

- Discussion of the timing of mitigation action implementation
- Mitigation action implementation evaluation, and determination of success
- Mitigation action prioritization revisions, if deemed necessary
- Mitigation action integration into other mechanisms, as needed

The first of these meetings will be held in the 2022-2023 fiscal calendar year. To the extent possible, Committee meetings should be scheduled at an appropriate time in the City's annual budgeting process, which will help ensure that funding and staffing needs for mitigation actions are considered.

When the Committee meets to evaluate the Plan, members should consider these questions:

1. What hazard events, if any, have occurred in Costa Mesa in the past year? What were the impacts of these events on the community? Were the impacts mitigated, and if so, how?
2. What mitigation actions have been successfully implemented? Have any mitigation actions been implemented but not successfully, and if so, why?
3. What mitigation actions, if any, have been scheduled for implementation but have not yet been implemented?
4. What is the schedule for implementing future mitigation actions? Is this schedule reasonable? Does the schedule need to be adjusted for future implementation, and are such adjustments appropriate and feasible?
5. Have any new issues of concern arisen, including hazard events in other communities or regions that are not covered by existing mitigation actions?
6. Are new data available that could inform updates to the Plan, including data relevant to the hazard profiles and threat assessments?
7. Are there any new planning programs, funding sources, or other mechanisms that can support hazard mitigation activities in Costa Mesa?

Plan Updates

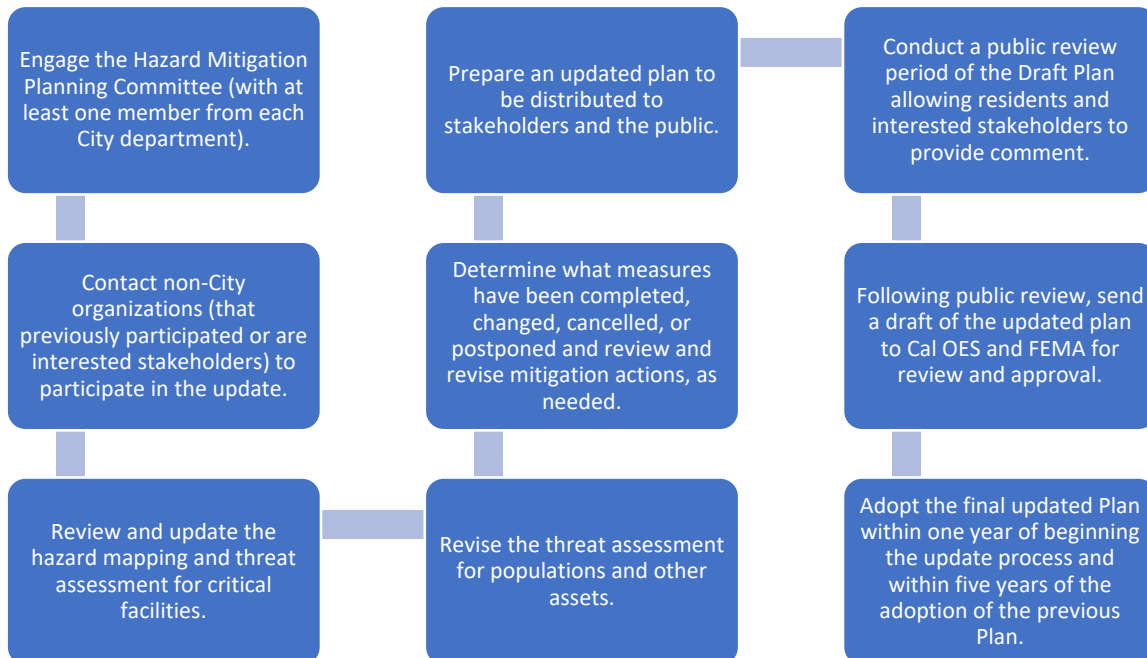
The information in this Plan, including the hazard profiles, threat assessments, and mitigation actions, is based on the best available information, practices, technology, and methods available to the City and HMPC when this Plan was prepared. As factors change, including technologies, community demographics and characteristics, best practices, and hazard conditions, it is necessary to update the Plan to remain relevant. Additionally, Title 44, Section 201.6(d)(3) of the Code of Federal Regulations requires that LHMPs be reviewed, revised, and resubmitted for approval every five years to remain eligible for federal benefits.

UPDATE METHOD AND SCHEDULE

The update process should begin no later than four years after this Plan is adopted, allowing a year for the update process before the Plan expires. Depending on the circumstances, the LHMP project manager or their designee may also choose to begin the update process sooner. Some reasons for accelerating the update process may include:

- A presidential disaster declaration for Costa Mesa or an area that includes part or the entire City.
- A hazard event that results in one or more fatalities in Costa Mesa.

The update process will add new and updated methods, demographic data, community information, hazard data and events, considerations for threat assessments, mitigation actions, and other information, as necessary. This helps keep the Plan relevant and current. The Committee will determine the best process for updating the Plan, which should include the following steps:



UPDATE ADOPTION

The Costa Mesa City Council is responsible for adopting this Plan and all future updates. As previously mentioned, adoption should occur every five years. The City should begin the update process at least one year prior to expiration to ensure the plan remains active. If the City has a grant application that relies on the LHMP, an update to the plan should occur no later than 18 months before expiration. Adoption should take place after FEMA notifies the City that the Plan is Approved Pending Adoption. Once the City Council adopts the Plan following its approval by FEMA, the adopted plan should be transmitted to FEMA.

Continued Public Involvement

The City will continue to keep members of the public informed about the HMPC's actions to review and update the LHMP. A revised community engagement strategy needs to be developed for future updates that reflect the City's updated needs and capabilities. The updated strategy should include a tentative schedule and plan for public meetings, recommendations for using the City website and social media accounts, and content for public outreach documentation. The HMPC will also determine the appropriate method of providing Costa Mesa community members with information annually regarding any actions taken by the City and ways that residents and businesses can help further the City's goals. These updates are anticipated to occur after the annual HMPC meeting conducted by the City.

Point of Contact

The HMPC leader for Costa Mesa is the primary point of contact for this Plan and future updates. At the time of writing, the HMPC leader is Brenda Emrick, available at brenda.emrick@costamesaca.gov | (714) 327-7406.

Appendix A HMPC Meeting Materials

LHMP Hazard Mitigation Planning Committee Meetings: List of Invitees / Attendees

✓ = Attended the Meeting

Name	Title	Department	HMPC Meeting 1	HMPC Meeting 2	HMPC Meeting 3
Jason Dempsey (Primary POC)	Emergency Services Administrator	Police	✓	✓	✓
Alma Reyes	Assistant to the City Manager	CMO			
Ana Baca	Budget & Purchasing Manager	Finance	✓	✓	✓
Bart Mejia	Interim City Engineer	Public Services	✓	✓	✓
Cathleen Serrano	Purchasing Supervisor	Finance	✓	✓	✓
Jon Neal	Fire Marshall	Fire Department	✓	✓	✓
Dane Bora	Public Affairs Manager	Communications and Marketing Division			
Daniel Jojola	Maintenance Supervisor	Public Services	✓		
Itzia Carvajal	Principal Human Resources Analyst	Human Resources			
Jason Minter	PCS Director	Parks and Community Services	✓		✓
Jennifer Le	Development Services Director	Development Services	✓		
Jennifer Rosales	Transportation Services Manager	Public Services	✓	✓	
Joe Noceti	Public Information Officer	Fire			
Steve Ely	I.T. Director	Information Technology	✓		✓
Ruth Wang	Human Resources Analyst	Human Resources	✓	✓	✓
Chris Yeager	Assistant Planner	Development Services			
Salem Afeworki	Energy and Sustainability Services Manager	Public Services	✓	✓	✓
Stacy Bennet	Deputy City Clerk	City Manager		✓	

October 7, 2020

Costa Mesa Hazard Mitigation Planning Team: Meeting #1

Agenda

1. Team Introductions (10 minutes)
2. City of Costa Mesa Project Overview (10 minutes)
3. Local Hazard Mitigation Plan Overview (10 minutes)
4. Project Goals and Expectations (10 minutes)
5. Hazard Mitigation Planning Team Roster (10 minutes)
6. Communication Protocols (5 minutes)
7. Break (5 minutes)
8. Data Needs (Critical Facilities List, vulnerable populations, recent/past hazards, GIS) (10 minutes)
9. Community Engagement and Outreach Strategy (10 minutes)
10. Hazard Identification/Prioritization (20 minutes)
11. Next Steps and To Do List (5 minutes)

February 3rd, 2021

City of Costa Mesa Hazard Mitigation Planning Team: Meeting #2

Agenda:

12. Introductions (5 Minutes)
13. Review of Project Goals (10 Minutes)
14. Review of Critical Facilities (5 Minutes)
15. Review of Hazard Prioritization (5 Minutes)
16. Review of Hazard Profiles/Mapping Discussion/Threat Assessment (75 Minutes)
17. Introduction to Mitigation Strategies (5 Minutes)
18. Recap of Mitigation Strategies/Actions (5 minutes)
19. Next Steps (5 Minutes)

Next Steps

HMPC Meeting #3 – Mitigation Action Review/Prioritization	March 2021
Community Outreach	October 2020 - February 2021
Administrative Draft LHMP	April 2021
Public Review Draft LHMP Document	May 2021 – June 2021
Cal OES/FEMA Review Draft Document	July 2021

March 3rd, 2021

City of Costa Mesa Hazard Mitigation Planning Team: Meeting #3

Agenda:

1. Overview of Mitigation Strategies
2. Discussion of STAPLE/E Criteria
3. Discussion of Relative Cost Estimates
4. Review of Discussion of Draft Mitigation Strategies
5. Next Steps

Typical Mitigation Categories

Plans and Regulations

- Ordinances, Regulations

Structural Projects

- Utility Undergrounding, Structural Retrofits

Natural Systems Protection

- Stream restoration, erosion control

Education Programs

- Outreach materials, websites, presentations

Preparedness and Response Actions

- Mutual aid agreements, equipment purchases, notification protocols

Table 1: STAPLE/E Criteria	
Issue	Criteria
Social	<ul style="list-style-type: none"> • Is the action socially acceptable to Costa Mesa community members? • Would the action treat some individuals unfairly? • Is there a reasonable chance of the action causing a social disruption?
Technical	<ul style="list-style-type: none"> • Is the action likely to reduce the risk of the hazard occurring, or will it reduce the effects of the hazard? • Will the action create new hazards, or make existing hazards worse? • Is the action the most useful approach for Costa Mesa to take, given the goals of the City and of community members?
Administrative	<ul style="list-style-type: none"> • Does the City have the administrative capabilities to implement the action? • Are there existing City staff who can lead and coordinate implementation of the measure, or can the City reasonably hire new staff for this role? • Does the City have enough staff, funding, technical support, and other resources to carry out implementation? • Are there administrative barriers to implementing the action?
Political	<ul style="list-style-type: none"> • Is the action politically acceptable to City officials and to other relevant jurisdictions and political entities? • Do community members support the action?
Legal	<ul style="list-style-type: none"> • Does the City have the legal authority to implement and enforce the action? • Are there potential legal barriers or consequences that could hinder or prevent implementation of the action? • Is there a reasonable chance that implementation of the action would expose the City to legal liabilities? • Could the action reasonably face other legal challenges?
Economic	<ul style="list-style-type: none"> • What are the monetary costs of the action, and do the costs exceed the monetary benefits? • What are the start-up and maintenance costs of the action, including administrative costs? • Has funding for action implementation been secured, or is a potential funding source available? • How will funding the action affect the City's financial capabilities? • Could implementation of the action reasonably burden the Costa Mesa economy or tax base? • Could there reasonably be other budgetary and revenue

	impacts to the City?
Environmental	<ul style="list-style-type: none"> • What are the potential environmental impacts of the action? • Will the action require environmental regulatory approvals? • Will the action comply with all applicable federal, state, regional, and local environmental regulations? • Will the action reasonably affect any endangered, threatened, or otherwise sensitive species of concern?

*** Relative Cost Categories:**

\$ Less than \$XXX

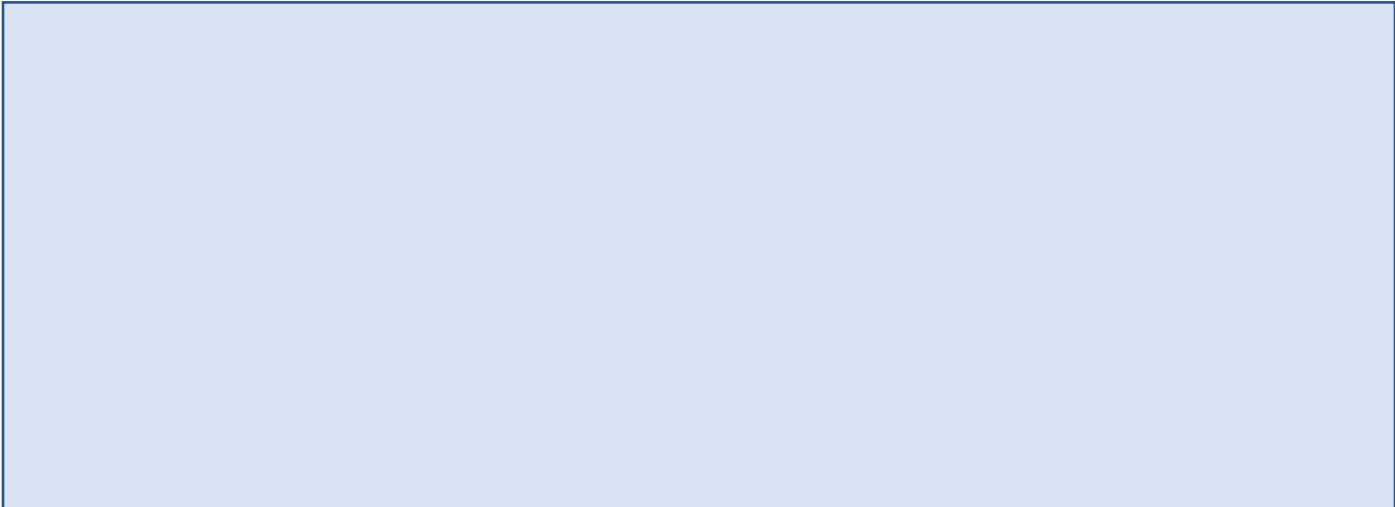
\$\$ \$XXX to \$YYY

\$\$\$ Greater than \$YYY

Next Steps

Community Outreach	March 2021 - May 2021
Administrative Draft LHMP	March 2021
Public Review Draft LHMP Document	May 2021 – June 2021
Cal OES/FEMA Review Draft Document	July 2021

To Do List



Appendix B – Outreach Engagement Materials

69°F | Meetings | E-notification | Notices | Employment | Select Language | Search...

Hot Topics | Services | About | City Hall | Residents | Business | I Want To...

City Hall » City departments » Police » Department Divisions » Administration » The Office of Emergency Management (OEM) »

LOCAL HAZARD MITIGATION PLAN

Font Size: + - | Share & Bookmark | Feedback | Print

The City of Costa Mesa is preparing a Local Hazard Mitigation Plan, or LHMP. This plan will help create a safer community for residents, businesses, and visitors. The LHMP allows public safety officials, city staff, elected officials, and members of the public to understand the threats from natural and human-caused hazards in our community. The plan will also recommend specific actions to proactively decrease these threats before disasters occur.

[Local Hazard Mitigation Plan Survey](#)

Why have an LHMP?

An LHMP will let Costa Mesa better plan for future emergencies. Usually, after a disaster occurs, communities take steps to recover from the emergency and rebuild. An LHMP is a way for the City to better prepare in advance of these disasters, so when they do occur, less damage occurs and recovery is easier. Our community can use LHMP strategies to reduce instances of property damage, injury, and loss of life from disasters. Besides protecting public health and safety, this approach can save money. Studies estimate that every dollar spent on mitigation saves an average of four dollars on response and recovery costs. An LHMP can also help strengthen the mission of public safety officers, such as police and fire department staff, providing them with clear roles and responsibilities to build a safer community.

Besides helping to protect Costa Mesa, our LHMP will make the City eligible for grants from the Federal Emergency Management Agency (FEMA) that can be used to further improve safety and preparedness in the community. Having an adopted LHMP can also make Costa Mesa eligible to receive more financial assistance from the State when disasters do occur.

What is in our LHMP?

The City of Costa Mesa LHMP will include four main sections:

<https://www.costamesaca.gov/city-hall/city-departments/police/departments-divisions/administration/the-office-of-emergency-management-oem/local-hazard-mitigation-plan>



City of Costa Mesa
April 17 · 🌐



Let your voice be heard as we plan for a safer #CostaMesa! We are looking for engaged community members to take a quick survey on hazards and emergency preparations. Your responses will help in the preparation of our Local Hazard Mitigation Plan (LHMP). All survey responses are completely anonymous.

Take the survey at <https://www.surveymonkey.com/r/2NN6329> and learn more about the LHMP at <https://www.costamesaca.gov/.../local-hazard-mitigation-plan>.



City of Costa Mesa Face Book Post
<https://www.facebook.com/CostaMesaCityHall/posts/5329978017044148>

2021 Costa Mesa Hazard Mitigation Plan Survey

I. Local Hazard Mitigation Plan Survey

Dear Community Member,

The City of Costa Mesa is preparing a Local Hazard Mitigation Plan or LHMP. Like all other communities, Costa Mesa could potentially face widespread devastation in the event of a natural disaster. While no community can completely protect itself against all potential hazardous situations, this plan will help identify those situations, assess our current provisions, and outline a strategy to lessen the vulnerability and severity of future disasters.

Your responses to this survey will inform the preparation of the plan. Thank you for your time and cooperation.

II. Hazard Awareness

Question Title

1. Please indicate whether you live or work in the City of Costa Mesa.

- I live in the City of Costa Mesa.
- I work in the City of Costa Mesa.
- I live and work in the City of Costa Mesa.
- Neither applies to me, but I am interested in the City's resiliency.

Question Title

2. What is the ZIP code of your home?

Question Title

3. Have you been impacted by a hazard event in your current residence?

- Yes
- No

Question Title

4. If you answered yes to the previous question, please select the type of hazard event that you have been impacted by (select all that apply).

- Aircraft incident
- Diseases and Pests
- Drought

- Energy/Power Shortage
- Flooding
- Geologic Hazards
- Hazardous Materials Release
- Human-Caused Hazards
- Seismic Hazards
- Severe Weather
- Urban Fire

Question Title

5. Please list any additional hazards that have previously impacted your neighborhood or home.

**Question Title**

6. The following hazards could potentially impact the City. Please mark the THREE (3) hazards that are of most concern to your neighborhood or home.

- Aircraft incident
- Diseases and Pests
- Drought
- Energy/Power Shortage
- Flooding
- Geologic Hazards
- Hazardous Materials Release
- Human-Caused Hazards
- Seismic Hazards
- Severe Weather
- Urban Fire

Question Title

7. Please list any additional hazards that present a threat to your neighborhood or home.

**Question Title**

8. The planning team is using various data sources to identify hazards in your community; however, some of these data sources do not provide data at a general citywide level. Are there any small-scale issues, such as ponding at a specific intersection during rain, that you would like the planning team to consider?

- I am not aware of local hazards
- I am aware of local hazards

Question Title

9. Please provide as much detail as possible, including location and type of hazard.

**Question Title**

10. How concerned are you that climate change may create new hazardous situations in Costa Mesa or make existing natural hazards worse?

- Very concerned.
- Somewhat concerned.
- Somewhat unconcerned.
- Not at all concerned.
- Unsure.

Question Title

11. If you have taken any action to protect yourself against natural hazards, how confident are you that these actions will be sufficient to protect against more severe hazards that are expected because of climate change?

- Very confident.
- Somewhat confident.

- Somewhat unconfident.
- Not at all confident.
- Unsure.

Question Title

12. When do you think climate change will pose a threat to your health, property, livelihood, or overall wellbeing?

- It already is.
- Within the next five years.
- In five to twenty years.
- Not for at least another twenty years.
- Never, or not in my lifetime.

Question Title

13. If you are a homeowner, do you have adequate homeowners insurance to cover the hazards that could impact your home?

- Yes, my insurance coverage should be adequate.
- No, I don't believe my insurance coverage would be adequate for a major disaster.
- Unsure.
- I do not have an insurance policy.
- Not applicable; I rent my current residence.

Question Title

14. If you rent your residence, do you have renters insurance?

- Yes
- No
- Not applicable; I own my residence.

Question Title

15. Do you have flood insurance for your home?

- Yes, I own my home and have flood insurance.
- Yes, I rent my home and have flood insurance.
- No, but I am interested in reviewing flood insurance options (<http://www.floodsmart.gov/floodsmart/>).

Question Title

16. Have you done anything to your home to make it less vulnerable to hazards such as earthquakes, floods, and fires?

- Yes
- No
- Not applicable; I rent my residence.

Question Title

17. If not, do you plan to?

Question Title

18. If a severe hazard event occurred today such that all services were cut off from your home (power, gas, water, sewer) and you were unable to leave or access a store for 72 hours, which of these items do you have readily available?

- Potable water (3 gallons per person)
- Cooking and eating utensils
- Can opener
- Canned / nonperishable foods (ready to eat)
- Gas grill / camping stove
- Extra medications and contact lenses (if applicable)
- First aid kit / supplies
- Portable AM/FM radio (solar powered, hand crank, or batteries)
- Handheld "walkietalkie" radios (with batteries)
- Important family photos / documentation in a water- and fireproof container
- Extra clothes and shoes
- Blanket(s) / sleeping bag(s)
- Cash
- Flashlight (with batteries)
- Gasoline
- Telephone (with batteries)

- Pet supplies
- Secondary source of heat

For more information on emergency kits, visit: <https://www.ready.gov/kit>

Question Title

19. What else do you have in your emergency kit?

Question Title

20. Are you familiar with the special needs of your neighbors in the event of a disaster situation (special needs may include limited mobility, severe medical conditions, memory impairments)?

- Yes
- No

Question Title

21. Are you a trained member of your Community Emergency Response Team (CERT)?

- Yes
- No, but I would like to learn more about CERT.
- No, I am not interested in being a trained CERT member.

For more information about CERT, please visit:

<https://www.costamesaca.gov/city-hall/city-departments/fire-rescue/community-education-and-preparedness/community-emergency-response-team-cert#:~:text=The%20City%20of%20Costa%20Mesa,practice%20and%20learn%20new%20skills.>

Question Title

22. How can the City help you become better prepared for a disaster? (choose all that apply)

- Provide effective emergency notifications and communication.
- Provide training and education to residents and business owners on how to reduce future damage.

- Provide community outreach regarding emergency preparedness.
- Create awareness of special needs and vulnerable populations.
- Other (please specify)

If you do NOT work in the City of Costa Mesa, please skip to question 26.

Question Title

23. What is the ZIP code of your workplace?

Question Title

24. Does your employer have a plan for disaster recovery in place?

- Yes
- No
- I don't know

Question Title

25. Does your employer have a workforce communications plan to implement following a disaster, so they can contact you?

- Yes
- No

III. Recommendations and Future Participation

Question Title

26. Would you like to be contacted when the Draft 2020 Costa Mesa Hazard Mitigation Plan is available for review?

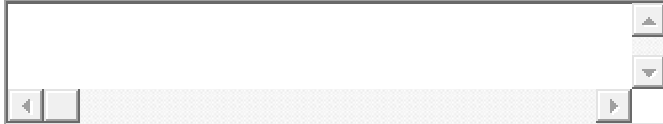
- Yes; please notify me using my contact information in the next question.
- No

Question Title

27. If you would like to be notified of future opportunities to participate in hazard mitigation and resiliency planning, please provide your name and e-mail address. If you do not have an e-mail address, please provide your mailing address.

Question Title

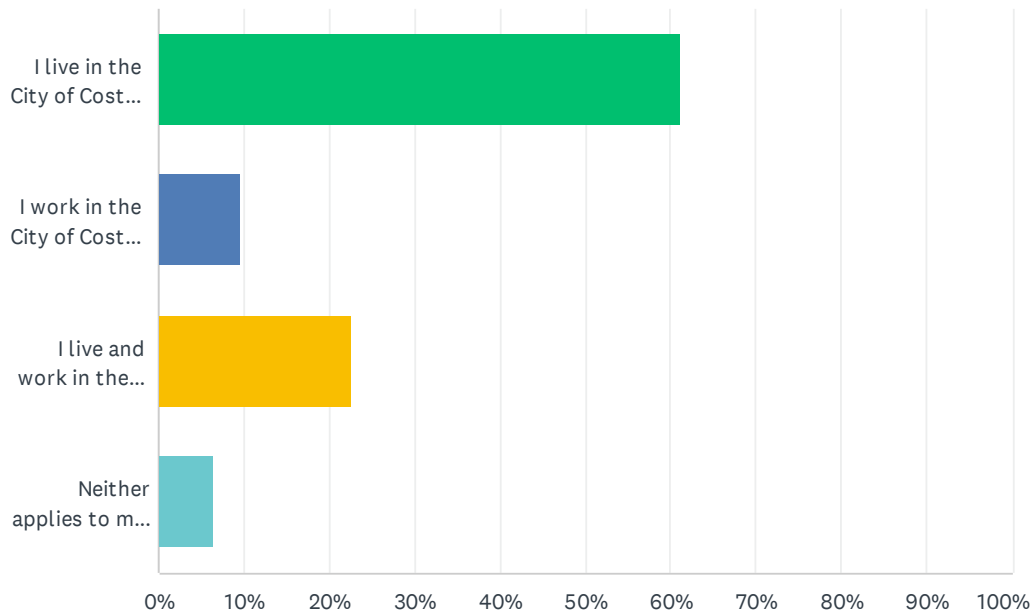
28. Please provide us with any additional comments/suggestions/questions regarding your risk of future hazard events.

A rectangular text input field with a light gray background and a thin border. On the right side, there are two small square buttons stacked vertically, one above the other. Below the input field, there is a horizontal scroll bar with a small square slider and arrowheads at both ends.

Thank you for taking the time to complete this survey. If you have any questions, or if you know of other people/organizations that should be involved, please contact Jason Dempsey at jdempsey@costamesaca.gov.

Q1 Please indicate whether you live or work in the City of Costa Mesa.

Answered: 31 Skipped: 1



ANSWER CHOICES	RESPONSES	
I live in the City of Costa Mesa.	61.29%	19
I work in the City of Costa Mesa.	9.68%	3
I live and work in the City of Costa Mesa.	22.58%	7
Neither applies to me, but I am interested in the City's resiliency.	6.45%	2
TOTAL		31

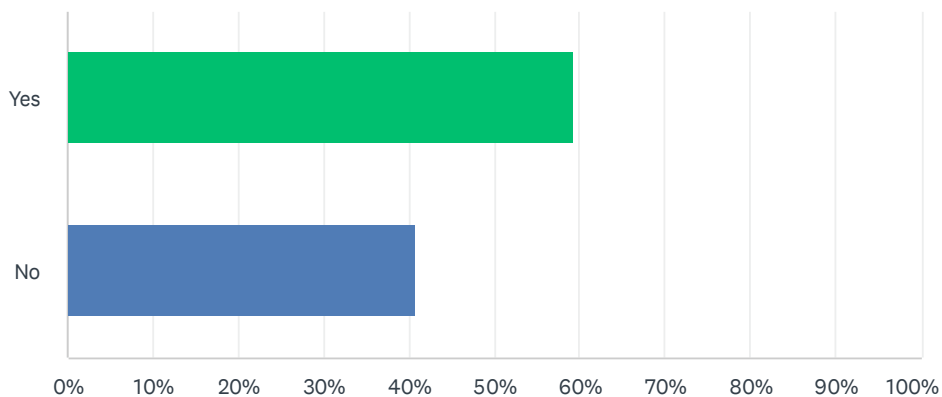
Q2 What is the ZIP code of your home?

Answered: 31 Skipped: 1

#	RESPONSES	DATE
1	92626	8/26/2021 10:23 AM
2	92663	8/26/2021 8:34 AM
3	92627	8/25/2021 11:11 PM
4	92626	8/25/2021 7:56 PM
5	92626	8/25/2021 7:55 PM
6	92662	8/25/2021 7:34 PM
7	92626	5/25/2021 4:40 PM
8	92627	4/20/2021 2:07 PM
9	92627	4/17/2021 9:07 AM
10	92627	3/30/2021 2:49 PM
11	92626	3/8/2021 9:26 AM
12	90620	3/8/2021 8:45 AM
13	92626	3/8/2021 8:40 AM
14	92647	3/8/2021 8:25 AM
15	92626	3/7/2021 6:53 PM
16	92626	3/7/2021 9:32 AM
17	92626	3/7/2021 8:15 AM
18	92626	3/6/2021 8:04 PM
19	92627	3/6/2021 1:26 PM
20	92627	3/6/2021 11:10 AM
21	92627	3/6/2021 10:31 AM
22	92626	3/6/2021 8:44 AM
23	92626	3/6/2021 6:04 AM
24	92705	3/5/2021 9:04 PM
25	92627	3/5/2021 8:46 PM
26	92627	3/5/2021 7:29 PM
27	92626	3/5/2021 6:32 PM
28	92626	3/5/2021 6:03 PM
29	92627	3/5/2021 5:49 PM
30	92626	3/5/2021 5:41 PM
31	92627	3/3/2021 7:43 PM

Q3 Have you been impacted by a hazard event in your current residence?

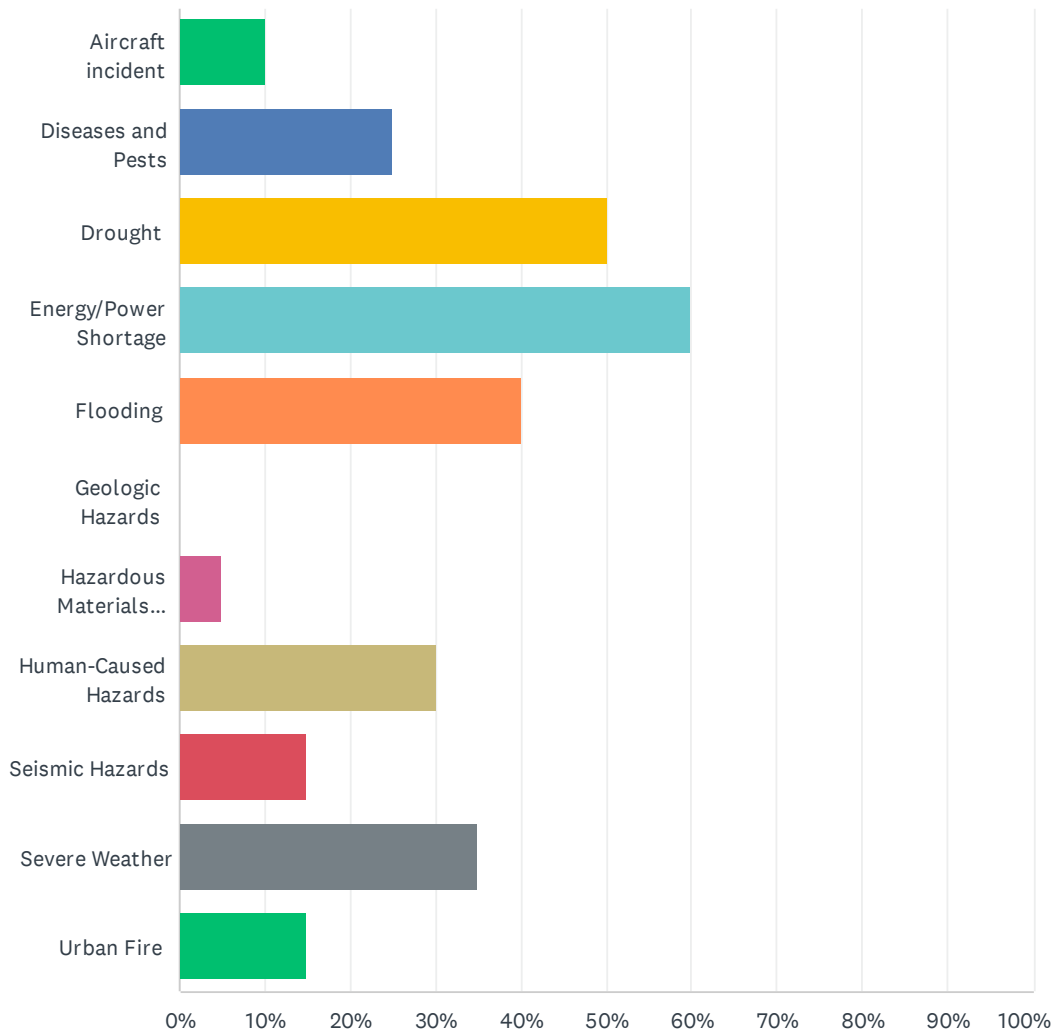
Answered: 32 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	59.38%	19
No	40.63%	13
TOTAL		32

Q4 If you answered yes to the previous question, please select the type of hazard event that you have been impacted by (select all that apply).

Answered: 20 Skipped: 12



2021 Costa Mesa Hazard Mitigation Plan Survey

ANSWER CHOICES	RESPONSES	
Aircraft incident	10.00%	2
Diseases and Pests	25.00%	5
Drought	50.00%	10
Energy/Power Shortage	60.00%	12
Flooding	40.00%	8
Geologic Hazards	0.00%	0
Hazardous Materials Release	5.00%	1
Human-Caused Hazards	30.00%	6
Seismic Hazards	15.00%	3
Severe Weather	35.00%	7
Urban Fire	15.00%	3
Total Respondents: 20		

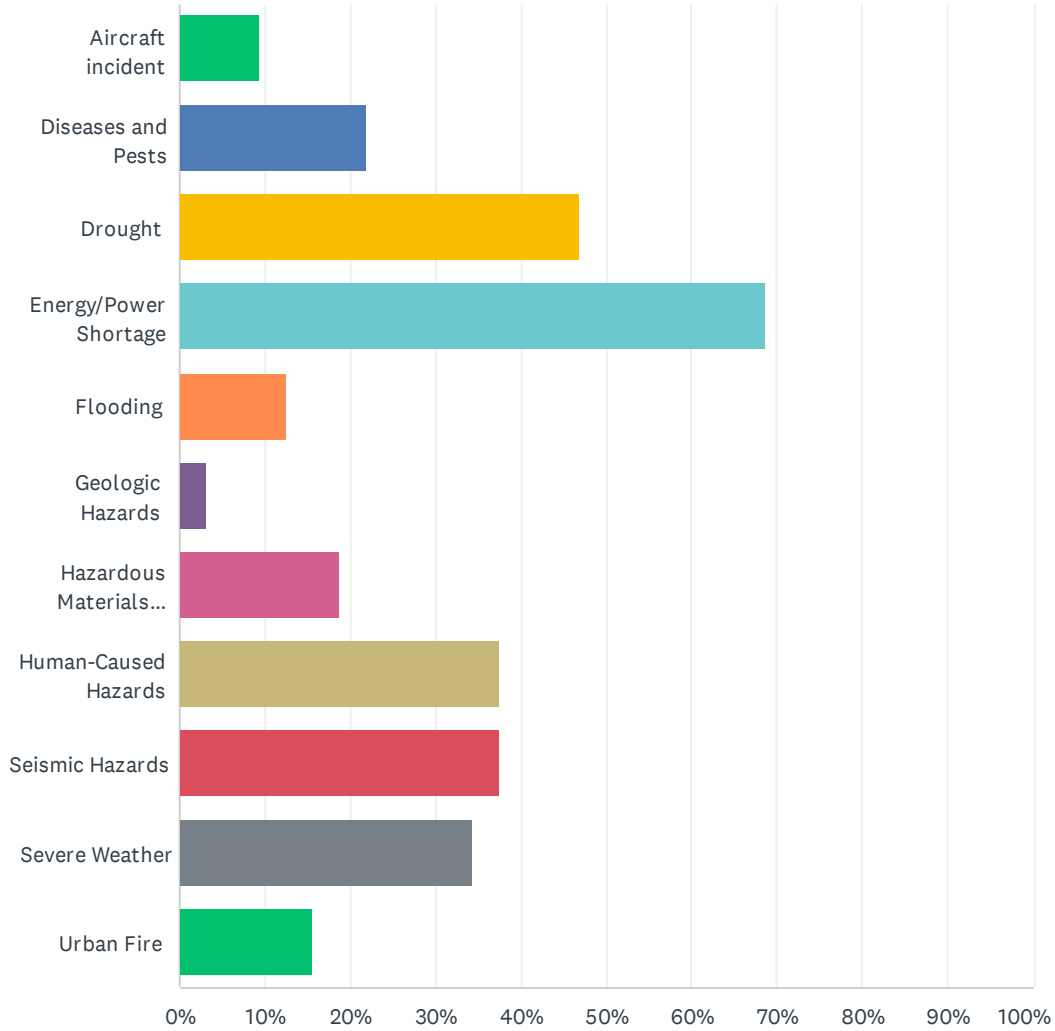
Q5 Please list any additional hazards that have previously impacted your neighborhood or home.

Answered: 10 Skipped: 22

#	RESPONSES	DATE
1	Increased ant invasions, cockroach infestation increase, more extreme heat causing hotter days and nights, more noise in neighborhood as homes that have never needed A/C are not installing units, drought drying out soils, smoke pollution from fires in foothills, more spikes in pollen aggravating allergies, people like me avoiding outdoor exercise in middle of day due to heat.	8/26/2021 10:23 AM
2	air quality from fires	8/26/2021 8:34 AM
3	homeless and homeless drug addicts	4/17/2021 9:07 AM
4	Illegal immigrants have impacted my neighborhood and as we all know, they are not supposed to be here! We are told we have to conserve water yet illegals are not told to stop using our water. The same goes for electricity, we get brown-outs yet illegals still use our electricity. No parking, excess traffic, overcrowded classrooms all hazards impacting my neighborhood. Even during pandemic when teachers say they need safe-distancing before kids can attend in-person classes no one says sorry, we just don't have room for illegals (who are not supposed to be here).	3/30/2021 2:49 PM
5	Flooding and ponding on streets during strong rain events.	3/8/2021 8:45 AM
6	Proximity to landfill	3/8/2021 8:25 AM
7	N/A	3/7/2021 6:53 PM
8	None	3/7/2021 9:32 AM
9	Dangerous driving in residential areas	3/5/2021 9:04 PM
10	We live across from The fountain valley sanitation plant and are impacted by the fumes blowing into our neighborhood. Mesa verde state streets area.	3/5/2021 6:03 PM

Q6 The following hazards could potentially impact the City. Please mark the THREE (3) hazards that are of most concern to your neighborhood or home.

Answered: 32 Skipped: 0



2021 Costa Mesa Hazard Mitigation Plan Survey

ANSWER CHOICES	RESPONSES	
Aircraft incident	9.38%	3
Diseases and Pests	21.88%	7
Drought	46.88%	15
Energy/Power Shortage	68.75%	22
Flooding	12.50%	4
Geologic Hazards	3.13%	1
Hazardous Materials Release	18.75%	6
Human-Caused Hazards	37.50%	12
Seismic Hazards	37.50%	12
Severe Weather	34.38%	11
Urban Fire	15.63%	5
Total Respondents: 32		

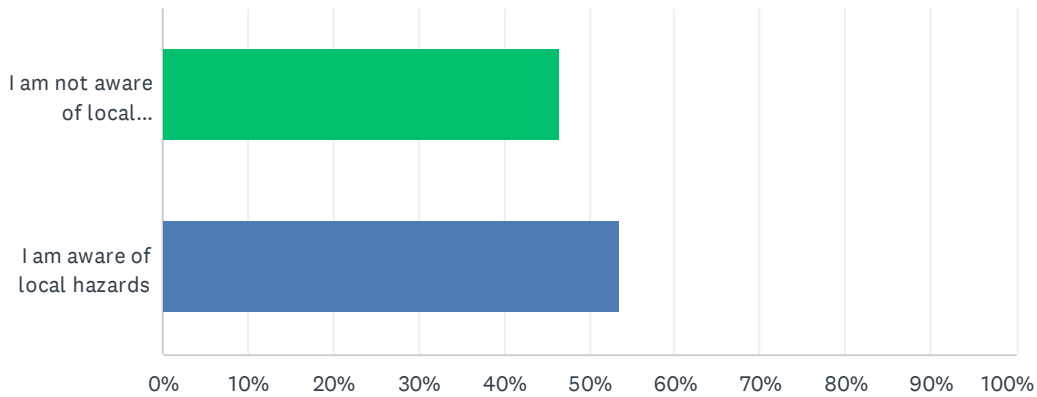
Q7 Please list any additional hazards that present a threat to your neighborhood or home.

Answered: 14 Skipped: 18

#	RESPONSES	DATE
1	Green House Gases Globally: It is a hazard that community leaders are not moving fast enough to implement local and global solutions to getting to net zero emissions. The Titanic sunk because the rudder was too small and turned too late. We need BIG action and NOW from our leaders.	8/26/2021 10:23 AM
2	Flooding	8/26/2021 8:34 AM
3	Westside. Heat events. Not enough shade and trees are a reality now.	8/25/2021 11:11 PM
4	City sidewalk green area not well maintained. Hazard for pedestrians.	8/25/2021 7:55 PM
5	the drug addicted homeless that invade my neighborhood	4/17/2021 9:07 AM
6	People who don't follow our laws and park in front of fire-hydrants, write graffiti garbage on walls, homes, and even churches, illegally dispose of garbage.	3/30/2021 2:49 PM
7	N/A	3/7/2021 6:53 PM
8	None	3/7/2021 9:32 AM
9	Government	3/6/2021 11:10 AM
10	Coyotes	3/5/2021 9:04 PM
11	Wildfire smoke	3/5/2021 7:29 PM
12	Sober living homes is a major issue for the safety of our neighborhood along with the parking problem it creates	3/5/2021 6:03 PM
13	Speeding cars (or is that what "human-caused hazard" means?)	3/5/2021 5:49 PM
14	Inequality driving civil unrest	3/3/2021 7:43 PM

Q8 The planning team is using various data sources to identify hazards in your community; however, some of these data sources do not provide data at a general citywide level. Are there any small-scale issues, such as ponding at a specific intersection during rain, that you would like the planning team to consider?

Answered: 28 Skipped: 4



ANSWER CHOICES	RESPONSES	
I am not aware of local hazards	46.43%	13
I am aware of local hazards	53.57%	15
TOTAL		28

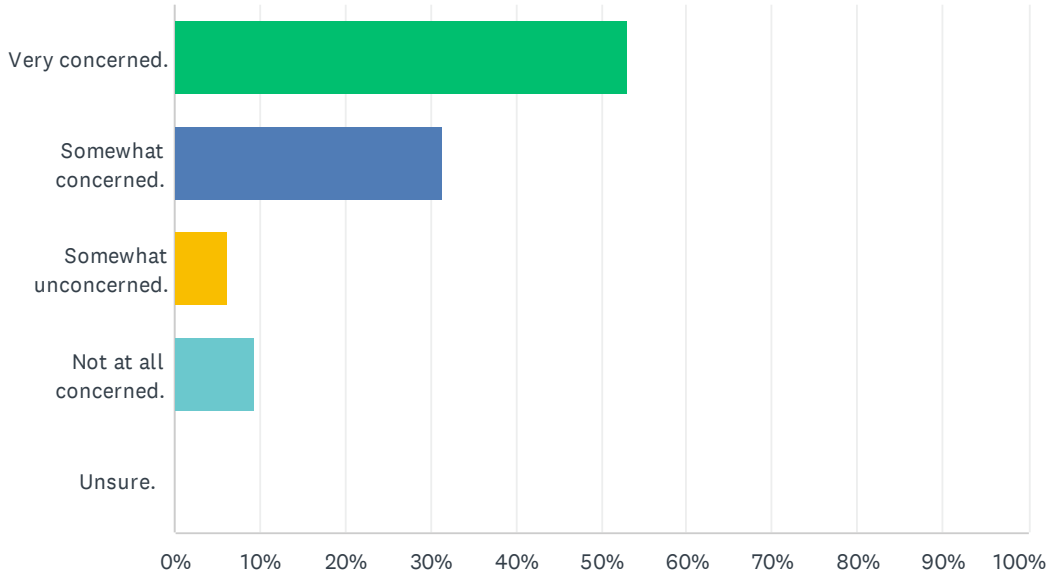
Q9 Please provide as much detail as possible, including location and type of hazard.

Answered: 18 Skipped: 14

#	RESPONSES	DATE
1	There is a low lying area on 17th at Monrovia that floods at even normal rain events. Tennessee got 17in in 24 hours because of Climate change. We need to be ready.	8/26/2021 8:34 AM
2	We have had a few floods on Maple Street between Victoria and Wilson. It's just a low curb in heavy rain. Not in my house yet!	8/25/2021 11:11 PM
3	College Ave. behind Killybrook School.	8/25/2021 7:55 PM
4	More aware of hazards in Newport Beach where I reside	8/25/2021 7:34 PM
5	storm drains being plugged during heavy rains cause flooding	5/25/2021 4:40 PM
6	the increase in drug addicts that threaten my kids and me, they also break into my car. its a huge problem for costa mesa	4/17/2021 9:07 AM
7	Rain water causes flooding at intersections on west side of C.M. at 19th St/Park Ave & 19th St/Anaheim.	3/30/2021 2:49 PM
8	Street racing! It can be deadly and it is a serious quality of life issue in the area.	3/8/2021 9:26 AM
9	Flooding and ponding on streets during strong rain events.	3/8/2021 8:45 AM
10	N/A	3/7/2021 6:53 PM
11	None	3/7/2021 9:32 AM
12	Adequacy of storm drain on south side of Tanager Drive immediately south of Tanager Park.	3/7/2021 8:15 AM
13	Ponding on Fordham Drive between Villa Nova and Fair	3/6/2021 9:14 AM
14	Flooding at Fordham Drive and Villinova. Reckless and speeding hazards on Fordham and Villinova. Hazard for school children.	3/6/2021 8:44 AM
15	Traffic control at Hamilton and Harbor. Need to change east Hamilton to North Harbor and include pedestrian traffic on North side going East and West.	3/5/2021 9:04 PM
16	The intersection Gisler and Harbor has problem with the in and out burger and the gas station and vagabond inn. Along with the fwy on and off ramps. Backed up traffic and accidents are regular.	3/5/2021 6:03 PM
17	Local flooding at Newport Blvd at Virginia	3/5/2021 5:49 PM
18	Low spot in the curb and gutter system on the SW corner of Oak and Continental	3/3/2021 7:43 PM

Q10 How concerned are you that climate change may create new hazardous situations in Costa Mesa or make existing natural hazards worse?

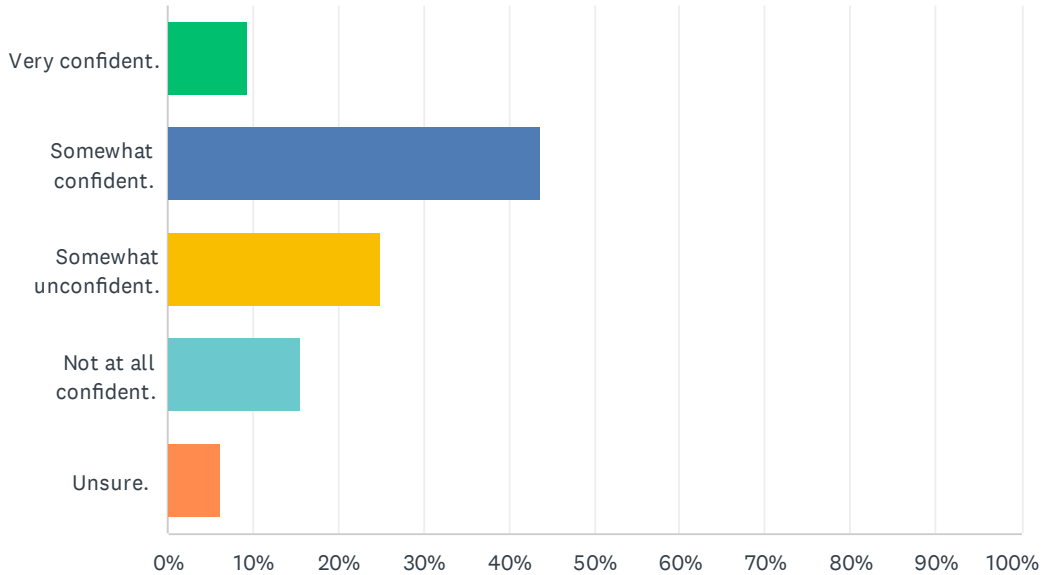
Answered: 32 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very concerned.	53.13%	17
Somewhat concerned.	31.25%	10
Somewhat unconcerned.	6.25%	2
Not at all concerned.	9.38%	3
Unsure.	0.00%	0
TOTAL		32

Q11 If you have taken any action to protect yourself against natural hazards, how confident are you that these actions will be sufficient to protect against more severe hazards that are expected because of climate change?

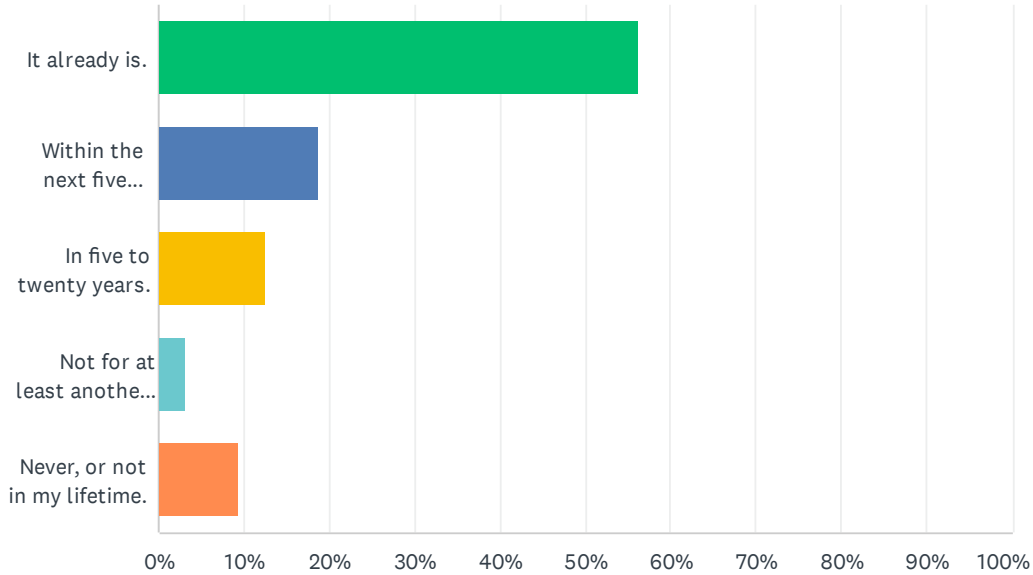
Answered: 32 Skipped: 0



ANSWER CHOICES	RESPONSES
Very confident.	9.38% 3
Somewhat confident.	43.75% 14
Somewhat unconfident.	25.00% 8
Not at all confident.	15.63% 5
Unsure.	6.25% 2
TOTAL	32

Q12 When do you think climate change will pose a threat to your health, property, livelihood, or overall wellbeing?

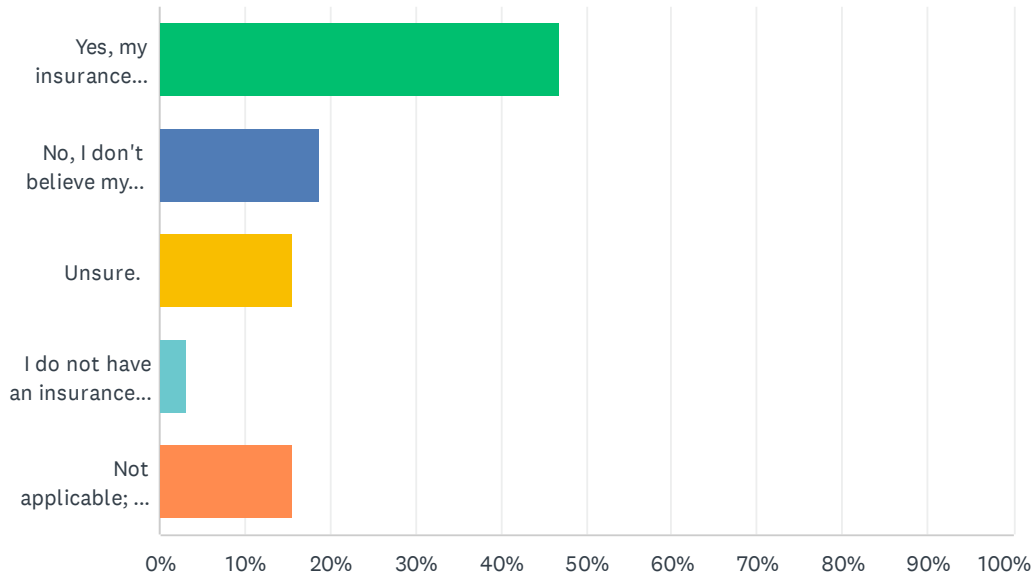
Answered: 32 Skipped: 0



ANSWER CHOICES	RESPONSES	
It a eady s.	56.25%	18
W th n the next f ve years.	18.75%	6
In f ve to twenty years.	12.50%	4
Not fo at east anothe twenty yea s.	3.13%	1
Never, o not n my fet me.	9.38%	3
TOTAL		32

Q13 If you are a homeowner, do you have adequate homeowners insurance to cover the hazards that could impact your home?

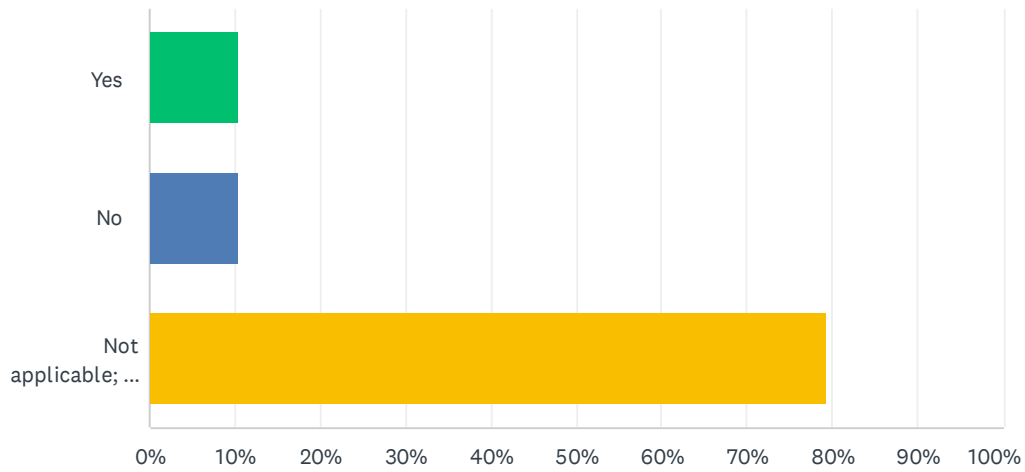
Answered: 32 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes, my nsu ance coverage shou d be adequate.	46.88%	15
No, I don't bel eve my nsu ance cove age wou d be adequate fo a major d saster.	18.75%	6
Unsu e.	15.63%	5
I do not have an nsu ance po cy.	3.13%	1
Not app cab e; I ent my cu ent es dence.	15.63%	5
TOTAL		32

Q14 If you rent your residence, do you have renters insurance?

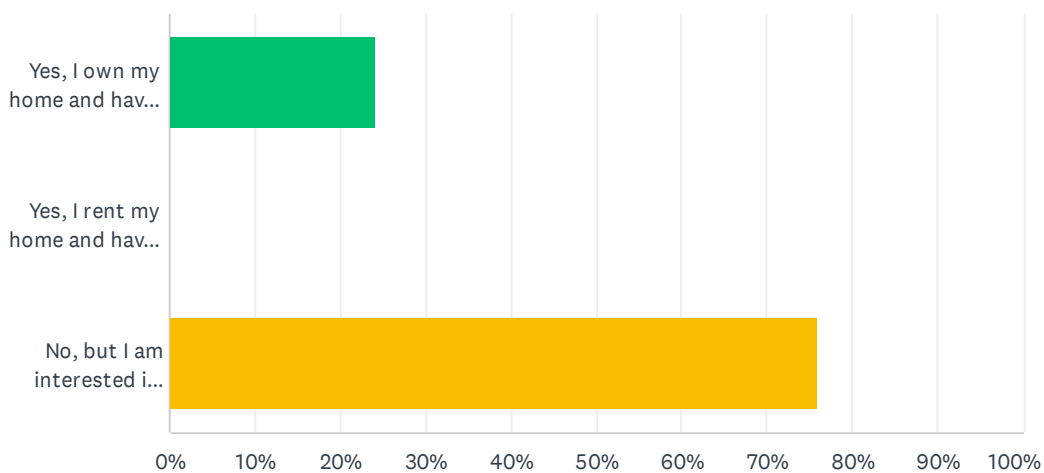
Answered: 29 Skipped: 3



ANSWER CHOICES	RESPONSES	
Yes	10.34%	3
No	10.34%	3
Not applicable; I own my residence.	79.31%	23
TOTAL		29

Q15 Do you have flood insurance for your home?

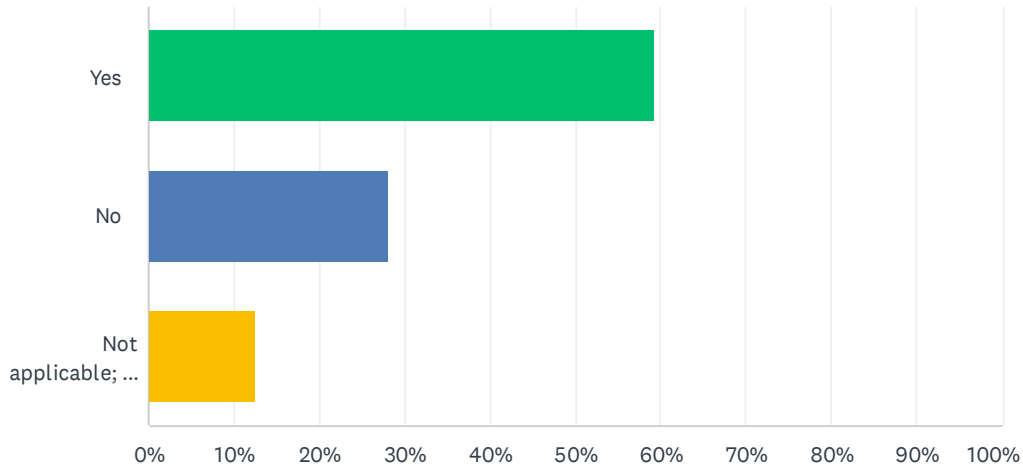
Answered: 25 Skipped: 7



ANSWER CHOICES	RESPONSES	
Yes, I own my home and have flood nsu ance.	24.00%	6
Yes, I ent my home and have f ood nsu ance.	0.00%	0
No, but I am nte ested n ev ewing f ood nsu ance opt ons (http://www.f oodsma t.gov/f oodsma t/).	76.00%	19
TOTAL		25

Q16 Have you done anything to your home to make it less vulnerable to hazards such as earthquakes, floods, and fires?

Answered: 32 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	59.38%	19
No	28.13%	9
Not applicable; I rent my residence.	12.50%	4
TOTAL		32

Q17 If not, do you plan to?

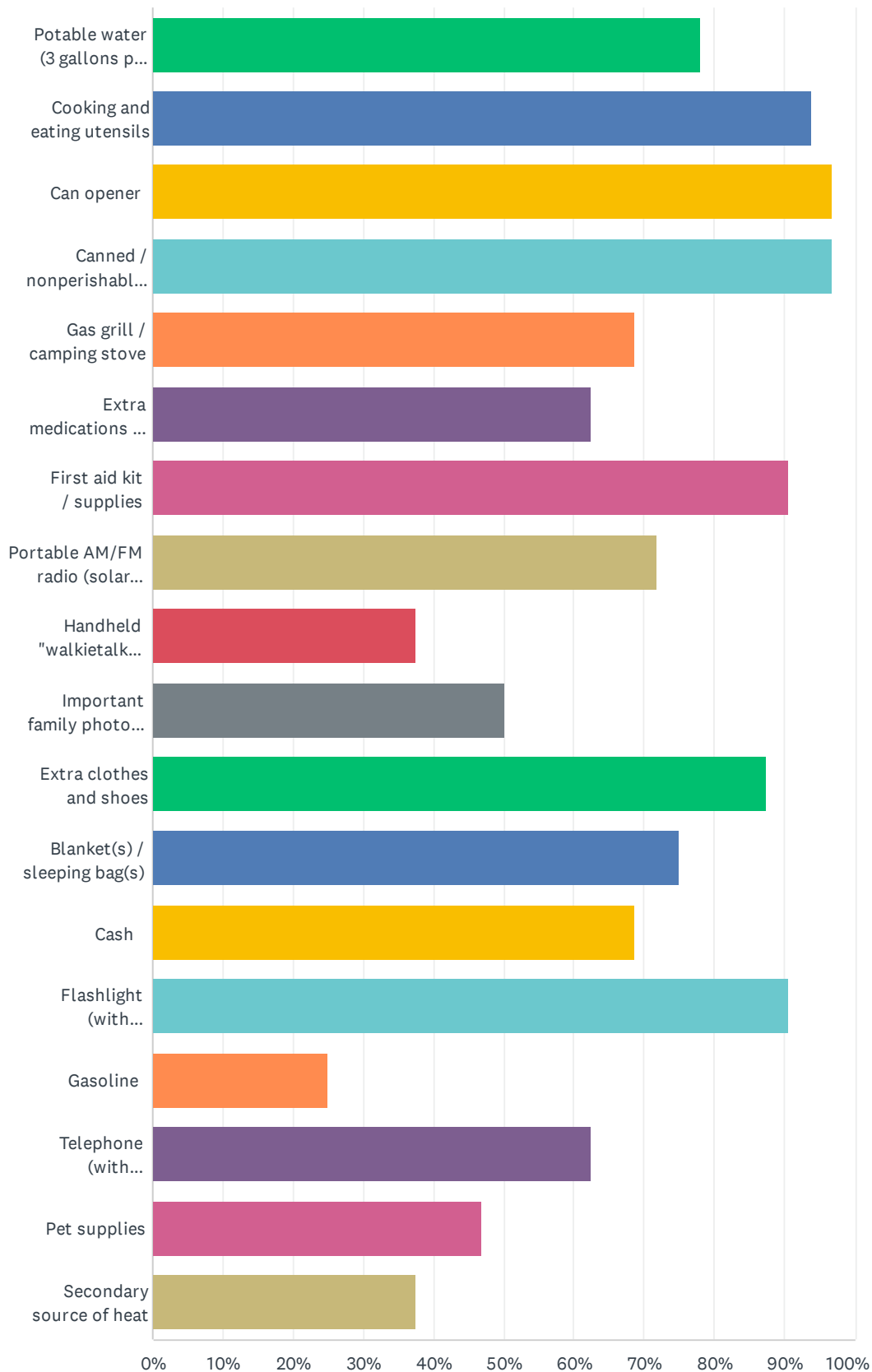
Answered: 7 Skipped: 25

#	RESPONSES	DATE
1	Considering if we get more flooding. Heat index may force me to adjust home for heat. Food insecurity will increase costs significantly in the next 10 years. I am training to garden more.	8/25/2021 11:11 PM
2	In a condo with an HOA.	8/25/2021 7:55 PM
3	Yes	3/7/2021 6:53 PM
4	Plan to do seismic retrofit if grants become available. This is a very expensive upgrade.	3/7/2021 9:32 AM
5	No	3/6/2021 11:10 AM
6	No	3/5/2021 7:29 PM
7	It's on the list, but other repairs and improvements will take precedence	3/5/2021 5:49 PM

Q18 If a severe hazard event occurred today such that all services were cut off from your home (power, gas, water, sewer) and you were unable to leave or access a store for 72 hours, which of these items do you have readily available?

Answered: 32 Skipped: 0

2021 Costa Mesa Hazard Mitigation Plan Survey



2021 Costa Mesa Hazard Mitigation Plan Survey

ANSWER CHOICES	RESPONSES	
Potable water (3 gallons per person)	78.13%	25
Cooking and eating utensils	93.75%	30
Can opener	96.88%	31
Canned / nonperishable foods (ready to eat)	96.88%	31
Gas grill / camping stove	68.75%	22
Extra medications and contact lenses (if applicable)	62.50%	20
First aid kit / supplies	90.63%	29
Portable AM/FM radio (solar powered, hand crank, or batteries)	71.88%	23
Handheld "walkietalkie" radios (with batteries)	37.50%	12
Important family photos / documentation in a water- and fireproof container	50.00%	16
Extra clothes and shoes	87.50%	28
Blanket(s) / sleeping bag(s)	75.00%	24
Cash	68.75%	22
Flashlight (with batteries)	90.63%	29
Gasoline	25.00%	8
Telephone (with batteries)	62.50%	20
Pet supplies	46.88%	15
Secondary source of heat	37.50%	12
Total Respondents: 32		

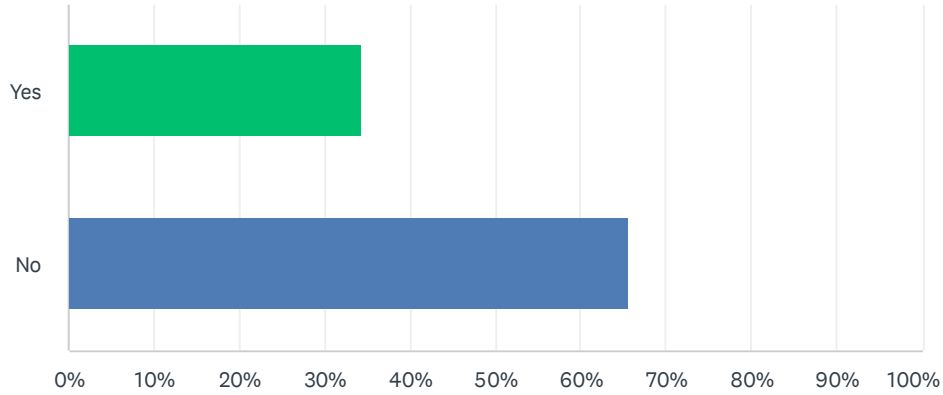
Q19 What else do you have in your emergency kit?

Answered: 10 Skipped: 22

#	RESPONSES	DATE
1	Cat carriers, Extra food for the neighborhood. Scooter if roads for an earthquake are really bad.	8/25/2021 11:11 PM
2	N95s, gloves, TP, hand sanitizer	5/25/2021 4:40 PM
3	MREs and Ammo	4/17/2021 9:07 AM
4	N/A	3/7/2021 6:53 PM
5	Nothing	3/7/2021 9:32 AM
6	Food, collapsible water dish and carry cages for pet cats. I carry a wallet & ID in my purse & know how to access by my iphone personal contacts & online inventory photos of home, furnishings and personal property.	3/6/2021 8:04 PM
7	Generator	3/6/2021 11:10 AM
8	Firearm	3/6/2021 8:44 AM
9	Tool kit	3/5/2021 9:04 PM
10	Nothing	3/5/2021 5:49 PM

Q20 Are you familiar with the special needs of your neighbors in the event of a disaster situation (special needs may include limited mobility, severe medical conditions, memory impairments)?

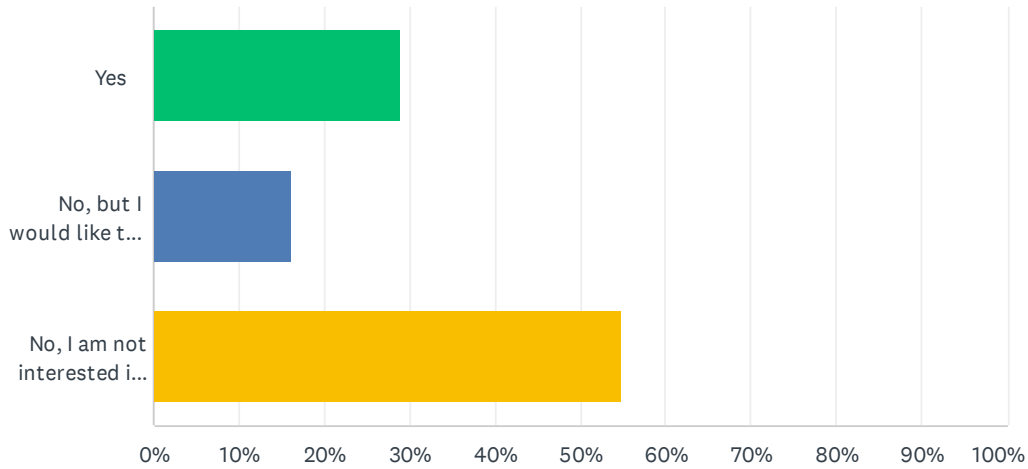
Answered: 32 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	34.38%	11
No	65.63%	21
TOTAL		32

Q21 Are you a trained member of your Community Emergency Response Team (CERT)?

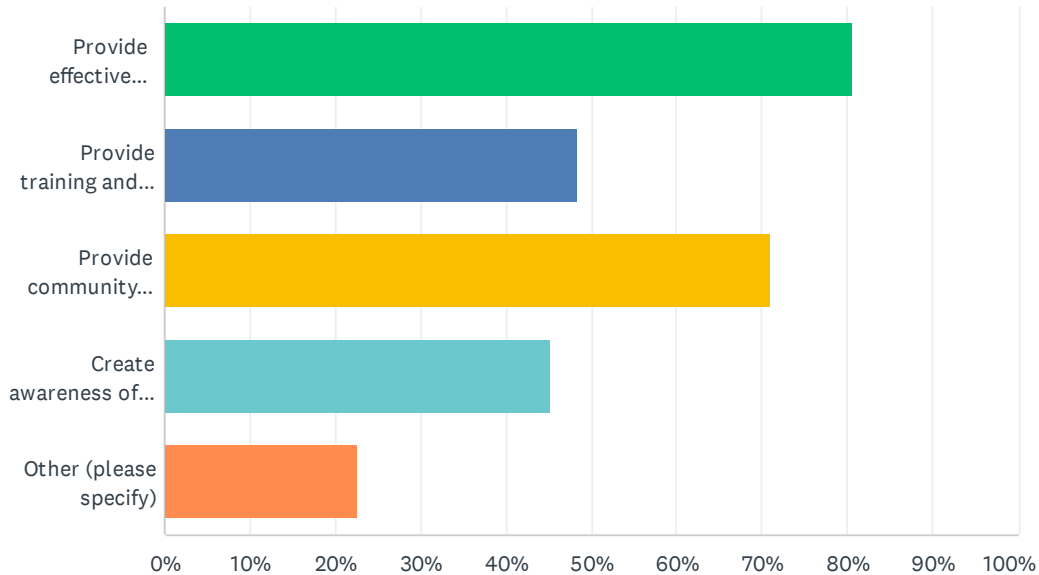
Answered: 31 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	29.03%	9
No, but I would like to learn more about CERT.	16.13%	5
No, I am not interested in being a trained CERT member.	54.84%	17
TOTAL		31

Q22 How can the City help you become better prepared for a disaster? (choose all that apply)

Answered: 31 Skipped: 1



ANSWER CHOICES	RESPONSES
Provide effective emergency notifications and communication.	80.65% 25
Provide training and education to residents and business owners on how to reduce future damage.	48.39% 15
Provide community outreach regarding emergency preparedness.	70.97% 22
Create awareness of special needs and vulnerable populations.	45.16% 14
Other (please specify)	22.58% 7
Total Respondents: 31	

#	OTHER (PLEASE SPECIFY)	DATE
1	Educate the population on climate crisis and need for lowering Green House Gases.	8/26/2021 10:23 AM
2	Neighborhood Meetings	8/25/2021 11:11 PM
3	Stop being a sanctuary city to illegal immigrants!	3/30/2021 2:49 PM
4	Add a gift card or something of the sorts for attending	3/7/2021 6:53 PM
5	Revive seismic retrofit rebate program	3/7/2021 9:32 AM
6	Raise awareness of & clean up accumulating debris & trash behind property boundary walls/fences that create potential fire hazards.	3/6/2021 8:04 PM
7	Walk in shelters	3/5/2021 9:04 PM

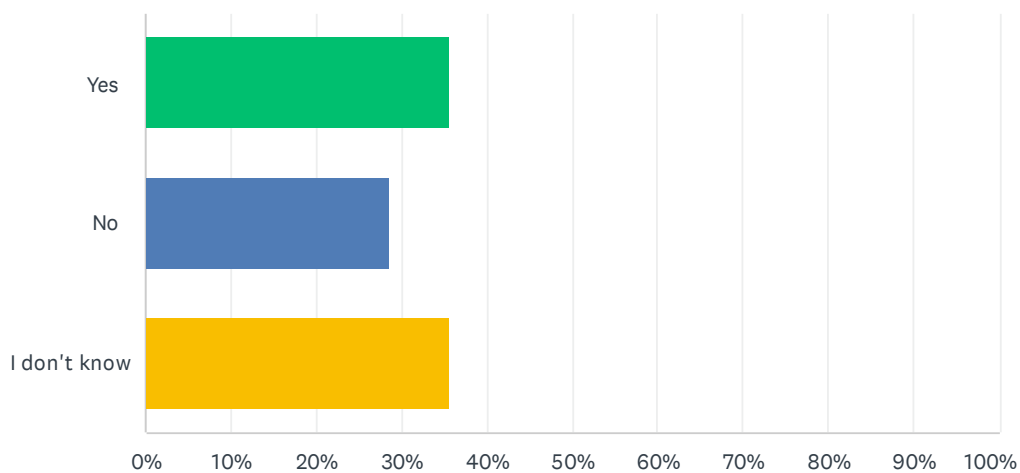
Q23 What is the ZIP code of your workplace?

Answered: 11 Skipped: 21

#	RESPONSES	DATE
1	92805	8/26/2021 10:23 AM
2	92626	8/25/2021 7:56 PM
3	92627	3/30/2021 2:49 PM
4	92628	3/8/2021 8:45 AM
5	92626	3/8/2021 8:40 AM
6	92660	3/7/2021 6:53 PM
7	92626	3/6/2021 8:44 AM
8	92627	3/5/2021 9:04 PM
9	92626	3/5/2021 6:03 PM
10	92626	3/5/2021 5:41 PM
11	92627	3/3/2021 7:43 PM

Q24 Does your employer have a plan for disaster recovery in place?

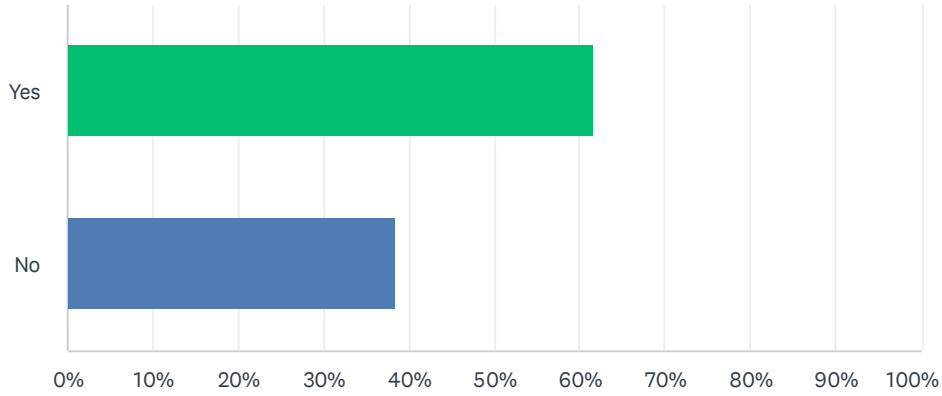
Answered: 14 Skipped: 18



ANSWER CHOICES	RESPONSES	
Yes	35.71%	5
No	28.57%	4
I don't know	35.71%	5
TOTAL		14

Q25 Does your employer have a workforce communications plan to implement following a disaster, so they can contact you?

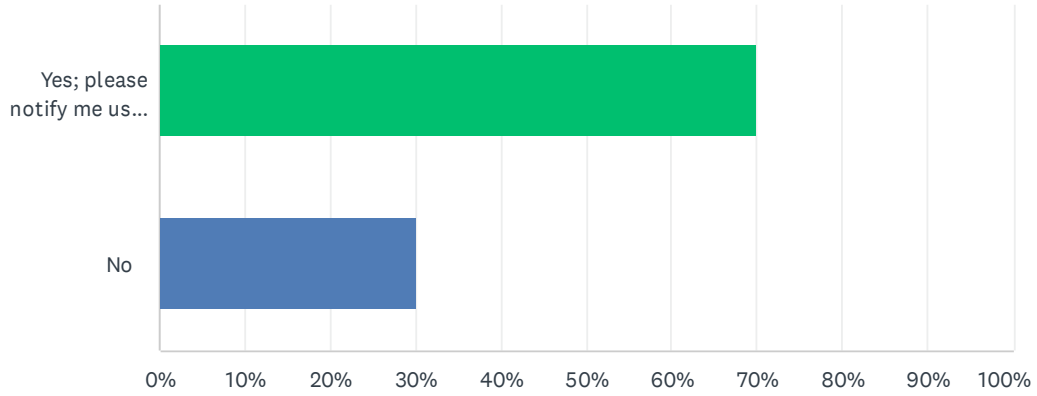
Answered: 13 Skipped: 19



ANSWER CHOICES	RESPONSES	
Yes	61.54%	8
No	38.46%	5
TOTAL		13

Q26 Would you like to be contacted when the Draft 2020 Costa Mesa Hazard Mitigation Plan is available for review?

Answered: 30 Skipped: 2



ANSWER CHOICES	RESPONSES	
Yes; please notify me us ng my contact nfo mat on n the next quest on.	70.00%	21
No	30.00%	9
TOTAL		30

Q28 Please provide us with any additional comments/suggestions/questions regarding your risk of future hazard events.

Answered: 11 Skipped: 21

#	RESPONSES	DATE
1	Let's lower our Green House Gases and show the world so they follow our lead. Three things will happen in the future: mitigation, adaptation, and suffering. Please join me in global mitigation.	8/26/2021 10:23 AM
2	Hazard mitigation is pointless without a credible climate action plan. Costa Mesa has an opportunity to be a leader by adopting a climate resolution including endorsing a carbon fee and dividend and Community Choice Energy. We have solutions. We need to rally the political will.	8/26/2021 8:34 AM
3	Thanks for the survey. In district 4 Many people don't have cars. Public transportation and bike lanes for students. Lack of knowledge for TOU peak charges have hit a few low-income neighbors trying to cool off in the heat waves.. Education is needed. Thanks!	8/25/2021 11:11 PM
4	Make the plans more transparent on the city website. Hard to find.	5/25/2021 4:40 PM
5	please clean up the drug addicts	4/17/2021 9:07 AM
6	N/A	3/7/2021 6:53 PM
7	Our house is raised with a crawlspace. Seismic retrofit would greatly reduce damage in an earthquake, but this retrofit is prohibitively expensive. Subsidies would be helpful.	3/7/2021 9:32 AM
8	Public property needs to be checked. One crew mows Gisler Park. They don't tend the row of trees between the lawn and wall of Edison substation. When I finally thought to look, accumulated dry leaves were more than a ft. thick. It took 3 truckloads to remove them after I called city.	3/6/2021 8:04 PM
9	4th of July illegal fireworks.	3/6/2021 8:44 AM
10	We think the homeless/ vagrant issue is Something we are worried about for the safety of our property and neighbors/residents. We are happy with what the city has done so far and are hoping for more enforcement mitigation of this issue that we face in our city	3/5/2021 6:03 PM
11	Consider integrating passive survivability of homes in the new housing element chapter of the General Plan to increase resilience in the community Also consider providing resources for community based mutual aid in addition to CERT resources.	3/3/2021 7:43 PM

Landing Pages

ALL » LANDING PAGE: /city-hall/city-departments/police/department-divisions/administration/the-office-of-emergency-management-oem/local-hazard-mitigation-plan Feb 1

All Users
0.01% Entrances

Explorer

Summary



Landing Page	Acquisition			Behavior			Conversion
	Sessions	% New Sessions	New Users	Bounce Rate	Pages / Session	Avg. Session Duration	Goal Conversion Rate
1. /city-hall/city-departments/police/department-divisions/administration/the-office-of-emergency-management-oem/local-hazard-mitigation-plan	221 % of Total: 0.01% (1,531,766)	88.69% Avg for View: 88.62% (0.08%)	196 % of Total: 0.01% (1,357,401)	91.40% Avg for View: 85.31% (7.14%)	1.45 Avg for View: 1.46 (-0.39%)	00:01:01 Avg for View: 00:00:40 (52.95%)	0.01% Avg for View: 0.01% (0.01%)

**Appendix C - Resolution of Adoption
(to be inserted after City Council approval)**

Appendix D- List of Key Facilities

City of Costa Mesa List of Critical Facilities and Facilities of Concern

Red = Critical Facility

Purple = Facility of Concern

	CF/FOC	Facility	Title
1	Critical	Bridge	Santa Ana Delhi Channel
2	Critical	Bridge	Bear Street Poc
3	Critical	Bridge	Santa Ana Delhi Channel
4	Critical	Bridge	Bristol Street Poc
5	Critical	Bridge	Greenville-Banning Channel
6	Critical	Bridge	Fairview Park Bicycle Trail Poc
7	Critical	Bridge	Greenville-Banning Channel
8	Critical	Bridge	Greenville-Banning Channel
9	Critical	Bridge	Santa Ana Delhi Channel
10	Critical	Bridge	Fairview Road Sidehill Viaduct
11	Critical	Bridge	Greenville-Banning Channel
12	Critical	Bridge	Greenville-Banning Channel
13	Critical	Bridge	Santa Ana Delhi Channel
14	Concern	City Recreation Support	PAULARINO PARK
15	Concern	City Recreation Support	VISTA PARK
16	Concern	City Recreation Support	SMALLWOOD PARK
17	Concern	City Recreation Support	Costa Mesa Country Club
18	Concern	City Recreation Support	TANAGER
19	Concern	City Recreation Support	MESA VERDE PARK
20	Concern	City Recreation Support	Estancia Park
21	Concern	City Recreation Support	DEL MESA PARK
22	Concern	City Recreation Support	FAIRVIEW PARK
23	Concern	City Recreation Support	Heller Park
24	Concern	City Recreation Support	FARM PARK
25	Concern	City Recreation Support	SHIFFER PARK
26	Concern	City Recreation Support	WAKEHAM PARK
27	Concern	City Recreation Support	WILSON PARK
28	Critical	City Recreation Support	Lions Park
29	Concern	City Recreation Support	COSTA MESA TENNIS CENTER
30	Concern	City Recreation Support	Tewinkle Park
31	Concern	City Resident Services	LIBRARY
32	Concern	City Resident Services	HISTORICAL SOCIETY HEADQUARTERS
33	Concern	City Resident Services	TEMPORARY HOMELESS SHELTER

34	Concern	City Resident Services	MESA VERDE LIBRARY
35	Concern	City Resident Services	SHELTER FOR HOMELESS
36	Concern	City Resident Services	CIVIC CENTER BARRIO
37	Concern	City Resident Services	CIVIC CENTER BARRIO
38	Concern	City Resident Services	CIVIC CENTER BARRIO
39	Concern	City Resident Services	CIVIC CENTER BARRIO
40	Concern	City Resident Services	CIVIC CENTER BARRIO
41	Concern	City Resident Services	CIVIC CENTER BARRIO
42	Concern	City Resident Services	CIVIC CENTER BARRIO
43	Concern	City Resident Services	CIVIC CENTER BARRIO
44	Critical	City Vital Operations	COSTA MESA FIRE STATION NO.1
45	Critical	City Vital Operations	FIRE STATION #3
46	Critical	City Vital Operations	Fire Station 4
47	Critical	City Vital Operations	Corporate Yard
48	Critical	City Vital Operations	FIRE STATION #5 CIVIC CENTER
49	Critical	City Vital Operations	FIRE STATION #1
50	Critical	City Vital Operations	METRO FIRE STATION #6
51	Critical	City Vital Operations	POLICE SUB-STATION
52	Critical	City Vital Operations	Civic Center Complex
53	Critical	City Vital Operations	CIVIC CENTER ANNEX
54	Critical	City Vital Operations	Fire Station 2
55	Critical	City Vital Operations	Civic Center Complex
56	Critical	Community Centers	NEIGHBORHOOD CENTER (Norma Hertzog Community Center)
57	Critical	Community Centers	DOWNTOWN COMMUNITY CENTER
58	Critical	Community Centers	Balearic Community Center
59	Critical	Community Centers	SENIOR CENTER
60	Concern	Haz Mat Location	01. PARKING LOT
61	Concern	Haz Mat Location	02. PARKING LOT
62	Concern	Haz Mat Location	SURPLUS
63	Concern	Haz Mat Location	SURPLUS
64	Concern	Haz Mat Location	SURPLUS
65	Concern	Schools	Coastline ROP
66	Concern	Schools	Victoria Elementary School
67	Concern	Schools	Maude B. Davis Elementary School
68	Concern	Schools	Paularino Elementary School
69	Concern	Schools	International School for Science and Culture
70	Concern	Schools	Whittier Elementary School
71	Concern	Schools	OCDOE District Office
72	Concern	Schools	Woodland Elementary School
73	Concern	Schools	Pomona Elementary School
74	Concern	Schools	Heinz Kaiser Elementary School
75	Concern	Schools	Estancia High School

76	Concern	Schools	College Park Elementary
77	Concern	Schools	Costa Mesa High School
78	Concern	Schools	Adams Elementary School
79	Concern	Schools	Central Orange County CTE Partnership (CTEp)
80	Concern	Schools	NMUSD District Office
81	Concern	Schools	Early College High School
82	Concern	Schools	Killybrooke Elementary School
83	Concern	Schools	Charles W. Tewinkle Middle
84	Concern	Schools	California Elementary
85	Concern	Schools	Back Bay/ Monte Vista High School
86	Concern	Schools	Harper
87	Concern	Schools	Everett A. Rea Elementary
88	Concern	Schools	Wilson Elementary
89	Concern	Schools	Sonora Elementary

Appendix E – Hazard Mitigation Implementation Handbook

City of



Local Hazard Mitigation Plan Implementation
Handbook

August 2022

What Is This Handbook?

The Local Hazard Mitigation Plan (LHMP) for the City of Costa Mesa features an evaluation of the City's hazards as well as a variety of corresponding mitigation actions. These actions are intended to preserve public safety, maintain critical municipal government operations and services when hazard events emerge, and empower community members to take on hazard mitigation at an individual level. This Implementation Handbook (Handbook) is intended for use by City staff and decision makers after the LHMP is adopted. It will:

- Give clear instructions as to what to do following adoption of the LHMP.
- Simplify future updates to the LHMP.
- Assist the City in preparing grant funding applications related to hazard mitigation.
- Guide annual plan review actions.

How do I Use This Handbook?

This Handbook can help City staff and decision makers in several different situations. If and when the events listed below occur, consult the respective sections of this Handbook for advice on how best to proceed:

- A disaster proclamation has been issued by the Costa Mesa City Council
- A disaster proclamation has been issued by the State of California
- A disaster declaration has been signed by the Federal Government
- I want to apply for mitigation grant funding
- Costa Mesa is undergoing its budgeting process
- Costa Mesa is holding its annual meeting of the Hazard Mitigation Planning Team
- Costa Mesa is updating the following policy and regulatory documents:
 - The Local Hazard Mitigation Plan
 - The Safety Element of the General Plan
 - The Housing Element of the General Plan
 - The Zoning Code

Who Maintains This Handbook?

The leader of the Hazard Mitigation Planning Committee (HMPC) is the one responsible for maintaining this Handbook. At the time of writing, the current HMPC leader is Jason Dempsey from the Costa Mesa Police Department. The HMPC may delegate this responsibility to someone else should they so choose.

What to do when a disaster has been proclaimed or declared

Disasters may be proclaimed or declared by the Costa Mesa City Council, the State of California, or the federal government. Responsibilities may differ depending on who proclaims or declares the disaster. If multiple organizations proclaim or declare a disaster, consult all applicable lists.

The Costa Mesa City Council

If the Costa Mesa City Council (or the Director of Emergency Services, if the City Council is not in session) proclaims a Local Emergency, take the following steps:

- Update **Attachment 1** with information about the disaster. Include information about cumulative damage, including any damage outside of Costa Mesa.
- Discuss opportunities for local assistance with the representatives from the California Office of Emergency Services (Cal OES).
- If the disaster damages local infrastructure or City-owned facilities, repair or rebuild the structure to be more resilient, following applicable hazard mitigation actions. A list of actions, organized by hazards, is included as **Attachment 4**.
- Chapter 6** of the Costa Mesa LHMP states that the City should consider updating the LHMP if a disaster causes a loss of life in the community, even if there is no state disaster proclamation or federal disaster declaration that includes part or all of the City. If there is a loss of life in Costa Mesa, consider updating the LHMP. Consult the section on updating the LHMP in this Handbook for details.

The State of California

If the State of California proclaims a disaster for Costa Mesa, or an area that includes part or all of Costa Mesa, take the following steps:

- Update **Attachment 1** with information about the disaster. Include information about cumulative damage, including any damage outside of Costa Mesa.
- Collaborate with representatives from Cal OES to assess the damage from the event.
- Discuss opportunities for local assistance with representatives from Cal OES.
- If the disaster damages local infrastructure or City-owned facilities, repair or rebuild the structure to be more resilient, following applicable hazard mitigation actions. A list of actions, organized by hazards, is included as **Attachment 4**.
- If the disaster may escalate into a federal disaster declaration, begin any necessary coordination with representatives from the Federal Emergency Management Agency (FEMA).
- Chapter 6** of the Costa Mesa LHMP states that the City should consider updating the LHMP if a disaster leads to a state disaster proclamation or federal disaster declaration that includes part or all of Costa Mesa, even if there is no loss of life. Consider updating the LHMP. Consult the section on updating the LHMP in this Handbook for details.

The Federal Government

If the federal government declares a disaster for Costa Mesa, or any area that includes part or all of Costa Mesa, take the following steps:

- Update **Attachment 1** with information about the disaster. Include information about cumulative damage, including any damage outside of Costa Mesa.
- Collaborate with representatives from Cal OES and FEMA to assess the damage from the event.

- ❑ Determine if Costa Mesa will be eligible for public assistance funds related to the federal disaster declaration. These funds can be used to reimburse the City for response and recovery activities. If the City is eligible, work with FEMA and Cal OES representatives to enact the necessary requirements and receive funding.
- ❑ If the disaster damages local infrastructure or City-owned facilities, repair or rebuild the structure to be more resilient, following applicable hazard mitigation actions. A list of actions, organized by hazards, is included as **Attachment 4**.
- ❑ The Hazard Mitigation Grant Program (HMGP) is a FEMA program that helps fund hazard mitigation activities after a disaster event. Costa Mesa may be eligible for funding because of the federal disaster declaration, although not all activities may meet the program’s requirements. If Costa Mesa is eligible, work with FEMA to apply for this funding.
- ❑ **Chapter 6** of the Costa Mesa LHMP states that the City should consider updating the LHMP if a disaster leads to a state disaster proclamation or federal disaster declaration that includes part or all of Costa Mesa, even if there is no loss of life. Consider updating the LHMP. Consult the section on updating the LHMP in this Handbook for details.

I Want to Apply for Mitigation Grant Funding

There are three potential grant funding programs that FEMA administers for hazard mitigation activities. Two of these programs, the Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA) funding sources, are available to communities with an LHMP that complies with FEMA guidelines and has been adopted within the past five years. The third funding program is the Hazard Mitigation Grant Program (HMGP), which is available for communities that are part of a federal disaster declaration. This section discusses the BRIC and FMA programs, and how to apply for them. The HMGP is discussed under the “Federal Government” subsection of the above “What to Do When a Disaster Has Been Proclaimed or Declared” section.

Building Resilient Infrastructure and Communities (BRIC)

Building Resilient Infrastructure and Communities (BRIC) will support states, local communities, tribes and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards. BRIC is a new FEMA pre-disaster hazard mitigation program that replaces the existing Pre-Disaster Mitigation (PDM) program.

The BRIC program guiding principles are supporting communities through capability- and capacity-building; encouraging and enabling innovation; promoting partnerships; enabling large projects; maintaining flexibility; and providing consistency.

Development projects must be identified in a hazard mitigation plan that meets FEMA guidelines and was adopted within the past five years. When applying to this program, review the list of hazard mitigation actions in **Attachment 4** to see which projects may be eligible. Planning efforts for communities that lack a valid hazard mitigation plan may be eligible for funding if the effort would create a valid hazard mitigation plan. All BRIC grant applications are processed through the State. To learn more, consult with Cal OES representatives or visit the FEMA webpage on the program. At time of writing, this webpage is available at <https://www.fema.gov/pre-disaster-mitigation-grant-program>.

TAKE THE FOLLOWING STEPS TO APPLY FOR BRIC FUNDING:

- Confirm that the program is currently accepting funding applications. Check with representatives from Cal OES or consult the Cal OES webpage on the BRIC program. At time of writing, this webpage is available at <http://www.caloes.ca.gov/cal-oes-divisions/hazard-mitigation/pre-disaster-flood-mitigation>.
- Identify the actions from the hazard mitigation strategy (see Attachment 4) that call on the City to pursue funding or list grants as a potential funding source. Confirm that the actions are consistent with the requirements of the BRIC grant.
- Coordinate with Cal OES representatives to compile and submit materials for the grant application.

Flood Mitigation Assistance

The FMA grant program is a competitive, national program that awards funding for physical development projects and planning efforts that mitigate against long-term damage from flooding. The funding is only available to communities that participate in the National Flood Insurance Program (NFIP), which Costa Mesa currently does. Communities must also have a valid hazard mitigation plan that meets FEMA guidelines in order to be eligible, and all projects must be consistent with the list of actions in the hazard mitigation strategy. When applying to this program, review the list of hazard mitigation actions in **Attachment 4** to see which projects may be eligible. As with the BRIC program, applications for the FMA program must be processed through the State. To view more information, consult with Cal OES representatives or visit the FEMA webpage on the program. At time of writing, this webpage is available at <https://www.fema.gov/flood-mitigation-assistance-grant-program>.

TAKE THE FOLLOWING STEPS TO APPLY FOR FMA FUNDING:

- Confirm that the program is currently accepting funding applications. Check with representatives from Cal OES or consult the Cal OES webpage on the FMA program. At time of writing, this webpage is available at <http://www.caloes.ca.gov/cal-oes-divisions/hazard-mitigation/pre-disaster-flood-mitigation>.
- Identify the actions from the hazard mitigation strategy (**see Attachment 4**) that call on the City to pursue funding or list grants as a potential funding source. Confirm that the actions are consistent with the requirements of the FMA grant.
- Coordinate with Cal OES representatives to compile and submit materials for the grant application

Costa Mesa is going through the budgeting process

Costa Mesa's budget process is an ideal opportunity to secure funding for hazard mitigation actions, and to ensure that hazard mitigation efforts are incorporated into the City's fiscal priorities. Costa Mesa currently operates on an annual budget cycle that runs from July 1 to June 30. During this process, City staff should take the following steps to incorporate hazard mitigation into Costa Mesa's annual budget:

- Include hazard mitigation activities into Costa Mesa’s list of Capital Improvement Projects (CIP). Review the list of hazard mitigation actions in Attachment 4 and identify the projects that can be included into the CIP or can support efforts within the CIP.
- Review the risk and threat assessments in the LHMP (Chapter 3 and Chapter 4) to ensure that all items in the list of CIP are being planned, designed, and constructed so as to minimize the threat from hazard events.
- Identify opportunities to identify state-alone hazard mitigation actions through the annual budget process. Include appropriate items from Attachment 4 in the budget as stand-alone line items, particularly items that the Hazard Mitigation Planning Committee (Planning Team) considered a high priority.
- Set aside staff to conduct hazard mitigation activities, including time to participate in Planning Team meeting and time to research, prepare, and submit BRIC and FMA grant opportunities (consult the “I Want to Apply for Mitigation Grant Funding” section above).
- Ensure that hazard mitigation activities are reflected in each department’s priorities and earmarked time for specific goals.

Costa Mesa is Conducting its Annual meeting of the Hazard Mitigation Planning Team

The hazard mitigation planning process brings together representatives from multiple City departments, as well as other relevant stakeholders, and provides a forum to discuss the hazards in Costa Mesa and how to mitigate them effectively. As mentioned in **Chapter 6** of the LHMP, the Planning Team should meet at least once each year, beginning a year after the LHMP is adopted. During these meetings, the Planning Team should discuss implementation progress and integration of hazard mitigation actions in other City documents. At these meetings, the Planning Team can review the status of the hazard mitigation actions and discuss whether completed or in-progress actions are working as expected. These meetings also allow the Planning Team to strategically plan for the upcoming year.

It may help for the Planning Team to meet early in the year, in advance of annual budget activities. **Attachment 3** contains an example of a Planning Team Meeting Agenda.

The annual meeting should include representatives from City departments and other organizations that originally prepared the LHMP. Representatives from other relevant organizations should also be invited. During the preparation of the LHMP, the following individuals were part of the Planning Team:

Costa Mesa Hazard Mitigation Planning Committee

Name	Title	Department
Jason Dempsey	Emergency Services	Police

	Administrator	
Alma Reyes (or designee)	Assistant to the City Manager	CMO
Stacy Bennett (or designee)	Deputy City Clerk	City Clerk, CMO
Tony Dodero (or designee)	Public Information Officer	City Manager, Communications
Jennifer Le (or designee)	Development Services Director	Development Services
Dan Inloes (or designee)	Economic Development Administrator	Development Services
Carol Molina (or designee)	Finance Director	Finance
Jon Neal (or designee)	Fire Marshal	Fire
Joe Noceti (or designee)	Public Information Officer	Fire
Kasama Lee (or designee)	Human Resources Manager	Human Resources
Steve Ely (or designee)	IT Director	Information Technology
Roxi Fyad (or designee)	Public Affairs Manager	Police
Salem Afeworki (or designee)	Energy and Sustainability Services Manager	Public Services
Jason Minter (or designee)	PCS Director	Parks and Community Services
Captain Joyce LaPointe	Police Captain	Police
Jennifer Rosales	Transportation Services Manager	Public Services
Raja Sethuraman	Public Services Director	Public Services
Seung Yang	City Engineer	Public Services
Daniel Jojola	Maintenance Supervisor	Public Services

In advance of Planning Team meetings, consider using **Attachment 1** to maintain an accurate list of recent disaster events that have occurred in and around Costa Mesa since the LHMP was adopted. At the Planning Team meeting, review the Plan Maintenance Table (**Attachment 2**) to identify any gaps in the LHMP or any other component of the Plan that needs updating. This also allows Planning Team members the opportunity to review the actions in the hazard mitigation strategy (**Attachment 4**) and ensure that they are implemented as intended.

Costa Mesa is updating its policy and regulatory documents

If Costa Mesa is updating the LHMP, the Safety Element or Housing Element of the General Plan, or the Zoning Code, consult the following applicable section.

Local Hazard Mitigation Plan

All LHMPs should be updated every five years. This helps keep the plan up to date and ensures that it reflects the most recent guidance, requirements, science, and best practices. An updated LHMP also helps keep Costa Mesa eligible for hazard mitigation grants that require a valid, recent LHMP (see “I Want to Apply for Mitigation Grant Funding”), along with an increased amount of post-disaster recovery funds.

The update process for the LHMP takes approximately one year. To ensure that a new LHMP comes into effect before the previous one expires, the update process should begin no later than four years after the plan is adopted. Updates may occur sooner at the City’s discretion. Potential reasons for updating the LHMP sooner may include a state disaster proclamation or federal disaster declaration that covers part or all of Costa Mesa, or if a disaster leads to a loss of life in Costa Mesa (see the “What to Do When a Disaster Has Been Proclaimed or Declared” section), as discussed in **Chapter 6** of the LHMP.

Take the following steps to update the LHMP:

ASSEMBLE THE HAZARD MITIGATION PLANNING TEAM

- Convene a Planning Team meeting no later than four years after the LHMP is adopted. Invite the regular Planning Team members, along with representatives from other organizations that may have a role to play in the update process.
- Review the current status of mitigation actions, including if there are any that are not being implemented as planned or are not working as expected. Determine if there have been any changes in hazard events, regulations, best practices, or other items that should be incorporated into an updated LHMP.
- Decide if there is a need for a technical consultant to assist with the LHMP update, and conduct consultant selection activities if needed. If a consultant is desired, the selection process should begin a few months before the update gets underway.
- Create and implement a community engagement strategy, building off of the strategy prepared for the existing LHMP. Describe in-person and online engagement strategies and materials, including ideas for meetings and workshops, draft community surveys, content for websites and press releases, and other materials that may be useful.

UPDATE THE RISK AND THREAT ASSESSMENTS

- Review and update the risk assessment to reflect the most recent conditions in Costa Mesa. Consider recent hazard events, new science associated with hazards and climate change, new development and land use patterns, and other recent changes on local conditions.
- Evaluate the status of all key facilities. Update this list if new facilities have been constructed, or if existing facilities have been decommissioned. Re-assess the threat to key facilities.

- Review the demographics of community residents and update the threat assessment for vulnerable populations and other community members.
- Assess any changes to the threat to all other community assets, including key services, other facilities, and economic drivers.

UPDATE THE MITIGATION ACTIONS

- Update the existing hazard mitigation actions to reflect actions in progress. Remove actions that have been completed; or revise them to increase their effectiveness. Revise actions that have been abandoned or delayed so as to make them more feasible; or remove them from the list of mitigation actions if they are no longer appropriate for Costa Mesa.
- Develop mitigation actions to improve the status of hazard mitigation activities in Costa Mesa by addressing any issues not covered by the existing LHMP.
- Ensure that the feedback from the community engagement activities are reflected in the new and updated mitigation actions.

REVIEW AND ADOPT THE UPDATED PLAN

- Review the other chapters and appendices of the LHMP to reflect any changes made through the update process.
- Release the updated Plan to Planning Team member; and revise the Plan to reflect any comments by Planning Team members.
- Distribute the updated Plan to any appropriate external agencies not included in the Planning Team; and revise the plan as appropriate in response to any comments.
- Release the updated Plan publicly for review; and make revisions to the Plan to reflect public comments.
- Submit the plan to Cal OES and FEMA for approval, and make any revisions as needed.
- Submit the plan to the Costa Mesa City Council for adoption.

The Safety Element of the General Plan

The Safety Element is a required component of Costa Mesa’s General Plan. It can be updated as a stand-alone activity, or as part of a more comprehensive process to update multiple sections or all of the General Plan. The Safety Element does not need to be updated on any set schedule, but updates should be frequent enough for the element to remain current and applicable to the community.

Local communities can incorporate their LHMP into their Safety Element as allowed under Section 65302.6 of the California Government Code, as long as the LHMP meets minimum federal guidelines. This allows communities to be eligible for an increased share of post-disaster relief funding from the State if a hazard situation occurs, as per Section 8685.9 of the California Government Code.

Take the following steps to incorporate the LHMP into the Safety Element:

INCORPORATE NEW REQUIREMENTS INTO THE SAFETY ELEMENT, AND ENSURE THAT THE LHMP IS CONSISTENT WITH THE SAFETY ELEMENT

- Review the requirements for Safety Elements in Section 65302(g) of the California Government Code, and for LHMPs in Section 65302.6 of the California Government Code. Ensure that both documents meet all state requirements.
- Ensure that the information in both plans do not contradict each other, and that any inconsistencies are corrected to use the most accurate and appropriate information. This information should include community descriptions, a risk assessment, and a threat assessment.
- Ensure that the policies in the Safety Element support the LHMP and provide a planning framework for specific hazard mitigation actions.

The Housing Element of the General Plan

The Housing Element is a required component of Costa Mesa’s General Plan. Section 65583 of the California Government Code requires a Housing Element to analyze and plan for new residential growth in a community, including residential growth for households with an annual income below the area median. Similar to an LHMP, state regulations require that the Housing Elements be updated regularly to remain current and valid.

The Housing Element is not required to contain any information or policies that relate to hazards, although it may include policies that address retrofitting homes to improve resiliency. However, state law links the regular schedule of Housing Element updates to mandatory revisions to other General Plan elements. For example, Section 65302(g)(2) of the California Government Code requires that communities that update their Housing Element on or after January 1, 2009 also update their Safety Element to include specific information and policies related to flood protection. As the LHMP is incorporated into the Safety Element, updates to the Housing Element may indirectly trigger updates to the LHMP.

To update the LHMP concurrent with updates to the Housing Element, take the following steps:

ENSURE THAT THE LHMP MEETS ANY NEW REQUIREMENTS FOR THE SAFETY ELEMENT THAT MAY BE TRIGGERED BY A HOUSING ELEMENT UPDATE

- Section 65302(g) of the California Government Code lists a number of requirements for the Safety Element of the General Plan. Some of these requirements are triggered by updates to the Housing Element. Check to see if there are any new requirements of this nature. Note that the requirement is linked to the date of adoption of the new Housing Element, not the date the update process begins.
- Because the LHMP is incorporated into the Safety Element, any amendments or revisions to the Safety Element triggered by the Housing Element update may be made directly in the LHMP. Requirements triggered by the Housing Element are unlikely to require a full rewrite of the LHMP, but the process should fully involve the Planning Team and include appropriate community engagement.
- Adopt the updated LHMP and incorporate it into the Safety Element. If necessary, amend the Safety Element to ensure the two documents are consistent (review the “Incorporate New

Requirements Into the Safety Element, and Ensure that the LHMP is Consistent with the Safety Element” subsection above).

The Costa Mesa Municipal Code

Costa Mesa’s Municipal Code contains a set of standards that guide land uses and development in the community. These standards include where different types of buildings and land use activities may be located, how these structures must be built, and how they must be operated or maintained. The Municipal Code may include requirements that structures (particularly new structures or those undergoing substantial renovations) incorporate hazard-resistant features, be located outside of the most hazard-prone areas or take other steps to reduce hazard vulnerability.

All communities in California are required to adopt the minimum state Building Standard Code (BSC), which includes some hazard mitigation requirements for new or significantly renovated structures. The BSC is generally updated every three years, with supplemental code updates halfway into each update cycle. Title 5 “Buildings and Structures”, of Costa Mesa’s Municipal Code contains building regulations and incorporates the BSC. Other sections of the Code adopt additional standards as desired by the City that adapt the BSC to Costa Mesa’s local context.

As a participant in the National Flood Insurance Program (NFIP), Costa Mesa is required to incorporate Floodplain Management Requirements in its Zoning Code, which is located in Title 13– Planning, Zoning and Development, Chapter V, Article 10 Floodway and Floodplain Districts. These regulations establish standards for development and operation of facilities within mapped flood-prone areas. Other sections of the Costa Mesa Municipal Code may include additional standards related to hazard mitigation activities.

With the exception of the Floodplain Management Regulations and the minimum standards in the BSC, Costa Mesa is not required to incorporate hazard-related requirements in the Municipal Code. However, the Municipal Code is an effective tool for implementing hazard mitigation measures that relate to the siting, construction, and operation of new buildings and other structures. Substantial updates to the Municipal Code, including the Buildings and Construction and Zoning Code sections, should be done in a way that is consistent with the LHMP.

INCLUDE HAZARD-RELATED REQUIREMENTS IN APPLICABLE SECTIONS OF THE COSTA MESA CODE OF ORDINANCES

- If the BSC is being updated, evaluate the hazard-related requirements of all sections in the new BSC. Identify any areas where it may be feasible to add or revise standards to help reduce the threat from hazard events. Ensure that these standards are consistent with the LHMP. Consider whether standards should be applied to all structures, or to specific types of structures or to structures in a limited area (such as a flood plain).
- If the Zoning Code is being updated, ensure that all requirements do not expose community members or community assets to an excessive risk of harm. Where feasible, use the requirements to strengthen community resiliency to hazard events. Ensure that these standards are consistent with the LHMP. Consider possible standards such as overlay zones that strengthen zoning requirements in hazard-prone areas, landscaping and grading

requirements that buffer development from hazards, siting and design standards that make structures more resilient, and other strategies as appropriate.

Attachment 2: Plan Maintenance Table

Use this table when reviewing the LHMP as part of the Planning Team’s annual activities. For each section of the LHMP, note if any changes should be made to make the Plan more effective for the community. This includes noting if anything in the LHMP is incorrect or if any important information is missing. Make revisions that are consistent with these notes as part of the next update to the LHMP.

Section	Is Anything Incorrect?	Is Anything Missing?	Should Any Other Changes Be Made?
Multiple sections or throughout			
Chapter 1: Introduction			
Chapter 2: Community Profile			
Chapter 3: Risk Assessment			
Chapter 4: Threat Assessment			
Chapter 5: Mitigation Strategy			
Chapter 6: Plan Maintenance			
Appendices			

Attachment 3: Sample Agenda and Topics for the Hazard Mitigation Planning Team

This attachment includes a sample agenda and discussion topics for the annual meeting of the Planning Team. Meetings do not have to follow this order or structure, but the items included in this attachment should be addressed as part of the annual meeting. During the update process for the LHMP, it is likely that the Planning Team will meet more frequently. The meetings of the Planning Team during the update process will involve different discussion topics.

ITEM 1: RECENT HAZARD EVENTS

- 1.1. What hazard events have occurred this past year in Costa Mesa, or nearby in a way that affected the community?
 - Identify events that caused loss of life or significant injury to Costa Mesa community members, significant property damage in Costa Mesa, or widespread disruption to Costa Mesa.
 - More minor events should also be identified if there is a need for a community response to mitigate against future such events.
- 1.2. What are the basic facts and details behind any such hazard events?
 - Consider the size and location of the affected area, any measurements of severity, any injuries and deaths, the cost of any damage, the number of people displaced or otherwise impacted, and other relevant summary information.
 - Ensure that these facts and details are clearly recorded for future Plan updates, including through use of the Disaster Information Table (**Attachment 1**).

ITEMS 2: MITIGATION ACTION ACTIVITIES

- 2.1. What mitigation actions have been fully implemented? Are they working as expected, or do they need to be revised?
- 2.2. What mitigation actions have started to be implemented since the Planning Team last met? Is implementation of these actions proceeding as expected, or are there any barriers or delays? If there are barriers or delays, how can they be removed?
- 2.3. What mitigation actions are scheduled to begin implementation in the next year? Are there any factors that could delay implementation, or weaken the effectiveness of the actions? How can these factors be addressed?
- 2.4. What resources are needed to support planned, in-process, or ongoing mitigation actions? Does the City have access to these resources? If not, how can the City obtain access to these resources?

ITEM 3: INFORMATION SHARING

- 3.1. Is the City communicating with all appropriate local jurisdictions, including neighboring communities, Orange County, and special districts? This should include information on district-specific hazard situations, mitigation actions, and other relevant information.
- 3.2. Is the City communicating with the appropriate state and federal agencies? Is the City receiving information about new regulations, best practices, and data that relates to hazard mitigation activities?

- 3.3. Are there opportunities for the City to improve coordination with local, state, and federal jurisdictions and agencies?

ITEM 4: BUDGETARY PLANNING

- 4.1. What are the financial needs for Costa Mesa to support implementation of planned and in-process mitigation actions, including ongoing items? Is there sufficient funding for all measures in the LHMP that are planned for the next year, including in-process and ongoing items? If sufficient funding is not available, how can the City obtain these funds?
- 4.2. If it is not feasible for the City to support all planned, in-process, or ongoing mitigation actions, which ones should be prioritized?
- 4.3. Are there hazard-related activities not included in the LHMP that should be budget for? Can the City obtain the necessary funding for these activities?

ITEM 5: STRATEGIC PLANNING

- 5.1. Which grants are available for hazard mitigation activities, and which activities are best positioned to secure funding?
- 5.2. How should the agencies and other organizations represented on the Planning Team coordinate to maximize the chances of receiving funding?
- 5.3. Are there any scheduled or anticipated updates to other City documents that could relate to hazard mitigation activities? How can the Planning Team share information with staff and any technical consultants responsible for these updates, and ensure that the updates will enhance community resiliency?
- 5.4. What capital projects are scheduled or anticipated? Are these capital projects being designed and built to be resistant to hazard events? Are there opportunities for these projects to support hazard mitigation activities?
- 5.5. How can Planning Team members coordinate efforts with those responsible for capital projects to take advantage of economies of scale that will make hazard mitigation activities easier to implement?
- 5.6. Has it been four years since the adoption of the LHMP? If so, lay out a timeline for Plan update activities, including additional meetings of the Planning Team. Identify if a technical consultant is needed and begin the contracting process if so.
- 5.7. Are there any other opportunities for Planning Team members and the organizations they represent to coordinate efforts?

ITEMS 6: NEW BUSINESS

- 6.1. Are there any other items related to the Planning Team's mission?

There is no content on this page.

Attachment 4: Hazard Mitigation Strategy

Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
Preparedness Activities						
P1	Conduct regular emergency preparedness drills and training exercises for City staff.	General Fund, Grants	Police	\$	Annually	N/A
P2	Continue agreements with local school districts to ensure that school facilities can act as evacuation sites during major emergencies.	General Fund, Grants	Police	\$	Annually	N/A
P3	Work with local businesses and organizations to conduct regular workplace emergency preparedness drills through the Costa Mesa Business Emergency Response Team (BERT).	General Fund, Grants	Fire	\$	Annually	N/A
P4	Expand participation in the Costa Mesa Community Emergency Response Team (CERT) program for residents and businesses.	General Fund, Grants	Fire	\$	Annually	N/A
P5	Ensure that community evacuation plans include provisions for community members who do not have access to private vehicles or are otherwise unable to drive.	General Fund, Grants	Police	\$	Ongoing	N/A
P6	Continue to ensure effective emergency notifications through multiple media formats, in at least English and Spanish; about pending, imminent, or ongoing emergency events. Ensure that information is accessible to persons with disabilities	General Fund, Grants	Police	\$	Ongoing	N/A

	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	and functional needs.					
P7	Maintain at least one emergency power-generating station in all critical facilities that the City could use as an emergency public assembly area, such as City Hall, Community Centers, and any others that the City may so designate in the future.	General Fund, Grants	Public Services	\$\$\$	Ongoing	N/A
P8	Update the Costa Mesa Emergency Operations Plan to identify backup power and communications locations for critical facilities.	General Fund, Grants	Police	\$	Annually	N/A
P9	Continuously update response procedures for first responder departments to properly address new hazard events as they emerge.	General Fund, Grants	Police	\$	Annually	N/A
P10	Ensure that the City has an adequate supply of sandbags for residents and businesses, including prefilled sandbags for individuals who may be unable to fill them on their own.	General Fund, Grants	Public Services	\$	Ongoing	N/A
P11	Conduct active shooter drills for City staff, residents, and businesses.	General Fund, Grants	Police	\$	Annually	N/A
P12	Increase number of City staff who have CalOES Safety Assessment Program (SAP) credentials.	General Fund, Grants	Police	\$	Annually	N/A

Multiple Hazards

1.01	Explore the feasibility of connecting critical facilities	General	Public Services	\$\$\$	2025	High
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	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	(Civic Center, key Community Centers) to a microgrid power-supply network. (Hazards addressed: All)	Fund, BRIC/ HMGP Grants, Other Grants				
1.02	Install energy-efficient equipment to increase the longevity of the fuel supply for backup generators. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$\$		Medium
1.03	Conduct routine updates to Facility Conditions Assessments for City-owned infrastructure, buildings, lift stations, and other utilities and coordinate with other agencies to ensure inspections of other important infrastructure. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/Development Services	\$\$\$	Ongoing	Low
1.04	Repair, as feasible, all major deficiencies discovered by inspections to prevent collapse, failure, or damage in the event of a natural disaster. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$\$	Ongoing	High
1.05	Incentivize public and private utility operators to	General	Public Services	\$\$\$	Ongoing	Low

	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	<p>harden their lines passing through the City from potential breaches. Encourage adoption of supervisory control and data acquisition (SCADA) to allow instantaneous shut down of line breaches. Use mitigation grants to incentivize entities to partner with the City to complete these projects.</p> <p>(Hazards addressed: All)</p>	Fund, BRIC/ HMGP Grants, Other Grants				
1.06	<p>Install and harden emergency backup power at Civic and Community Centers, and other critical facilities as the city may determine necessary. Prioritize installations for facilities that serve as key cooling/warming centers, and evacuation centers.</p> <p>(Hazards addressed: All)</p>	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$\$	2023	High
1.07	<p>Conduct a feasibility assessment of installation of solar and battery backup systems at key critical facilities within the City.</p> <p>(Hazards addressed: All)</p>	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$\$	Currently Underway	Medium
1.08	<p>Work closely with community groups to increase awareness of hazard events and resiliency opportunities among socially vulnerable community members, including the homeless.</p> <p>(Hazards addressed: All)</p>	General Fund, BRIC/ HMGP Grants, Other Grants	Community Services/ Development Services/ City Manager's Office	\$	Ongoing	Low

	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
1.09	Avoid building new City-owned key facilities in mapped hazard areas. If no feasible sites outside of mapped areas exist, ensure that such facilities are hardened against hazards beyond any minimum building requirements/ mitigation standards. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/Development Services	\$\$\$	Ongoing	Low
1.10	Closely monitor changes in the boundaries of mapped hazard areas resulting from land use changes or climate change and adopt new mitigation actions or revise existing ones to ensure continued resiliency. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$	Annually	Low
1.11	Integrate policy direction and other information from this Plan into other City documents, including the General Plan, Emergency Operations Plan, and Capital Improvements Program. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	All Departments	\$	Annually	Low
1.12	Monitor funding sources for hazard mitigation activities. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	All Departments	\$	Ongoing	Low

Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
1.13	Enhance the City's existing all hazards early warning alarm system to be activated prior to or during hazard events. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Police/Fire Departments	\$\$	2026	Low

Aircraft Incident

2.01	Coordinate with the Federal Aviation Administration on flight paths over the City and potential changes that may increase vulnerability to aircraft incidents.	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$	Ongoing	Medium
2.02	Coordinate with SNA on future improvements and enhancements that may impact City infrastructure and/ or function.	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$	Ongoing	Medium

Diseases and Pests (Agricultural Pests, Epidemic/Vector Borne Diseases, Tree Mortality)

3.01	Coordinate with surrounding jurisdictions, local health care providers, businesses, schools, the Orange County Health Care Agency, the California	General Fund, BRIC/	City Manager's Office	\$	Ongoing	High
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	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	<p>Department of Public Health, and the Centers for Disease Control to inform community members about current public health trends or issues, free and low-cost healthcare options, treatments, and where to find local healthcare facilities.</p> <p>(Hazards addressed: Epidemic/Vector Borne Diseases)</p>	<p>HMGP Grants, Other Grants</p>				
3.02	<p>Cooperate with the Orange County Mosquito and Vector Control District to inform community members on best practices for mosquito-proofing homes and businesses and how to avoid mosquito bites. (Hazards addressed: Epidemic/Vector Borne Diseases)</p>	<p>General Fund, BRIC/HMGP Grants, Other Grants</p>	<p>Development Services</p>	<p>\$</p>	<p>Ongoing</p>	<p>Medium</p>
3.03	<p>Participate in exercises conducted by the operational area surrounding diseases and pest issues.</p> <p>(Hazards addressed: All)</p>	<p>General Fund, BRIC/HMGP Grants, Other Grants</p>	<p>Development Services</p>	<p>\$</p>	<p>Ongoing</p>	<p>Low</p>
3.04	<p>Continue to work with residents, business owners, and utilities to remove dead, dying, and diseased trees weakened by disease and/or pests.</p> <p>(Hazards addressed: Tree Mortality)</p>	<p>General Fund, BRIC/HMGP Grants, Other Grants</p>	<p>Development Services</p>	<p>\$</p>	<p>Ongoing</p>	<p>High</p>

Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
3.05	Update City landscape standards to incorporate disease-resistant plant species as part of landscaping projects/ improvements. (Hazards Addressed: Tree Mortality)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$	2023	Low
3.06	Conduct an Arborist's Evaluation of the City's tree inventory, to locate, identify, and determine the health of tree species within the City.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$	Ongoing	Mws

Drought

4.01	Coordinate closely with Mesa Water District (MWD) on water use and water conservation efforts throughout the City.	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$	Ongoing	Medium
4.02	Update "Title 13 Planning, Zoning And Development Chapter VII. Landscaping Standards 13-101" - of the Costa Mesa Municipal Code of Ordinances to reflect the latest advances in best practices in landscape design and irrigation that reduce water use within	General Fund, BRIC/ HMGP Grants,	Development Services	\$	Annually	High

Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	the City. Continue to update this section to reflect the newest technology, designs, and techniques to increase sustainability of water resources.	Other Grants				
4.03	Use drought-tolerant plants when installing new or significantly redoing City-owned landscapes. Limit turf that is not drought tolerant to recreational fields and lawns, and only in instances where no feasible drought-tolerant alternatives exist.	General Fund, BRIC/HMGP Grants, Other Grants	Public Services	\$\$	Ongoing	Low
4.04	Work with MWD to develop a focused water leak pilot program to eliminate leaky water mains, sprinklers, and other water fixtures, focusing on areas of the City with the greatest water demand	General Fund, BRIC/HMGP Grants, Other Grants	Public Services	\$	Ongoing	Low
4.05	Develop a Drought Strategic Plan that focuses on reductions in water use for municipal operations and strategies for inclusion into Mesa Water District drought planning programs and processes.	General Fund, BRIC/HMGP Grants, Other Grants	Public Services	\$	TBD	Low

Energy/Power Shortage

5.01	Coordinate with utility providers to enhance their assets located within or traversing through the City.	General Fund,	Public Services	\$	Ongoing	Low
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Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
		BRIC/ HMGP Grants, Other Grants				
5.02	Establish and routinely update a confidential inventory of critical infrastructure and ensure development activities coordinate with future resilience enhancements by utility providers.	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services/Public Services	\$	Annually	High
5.03	Expand access to alternative energy technologies, energy efficiency improvements and appliances, and programs for vulnerable populations to reduce energy consumption and the need for City services during extreme heat events.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$	2025	Medium
5.04	Install new and harden existing emergency backup generators at critical facilities and infrastructure as deemed necessary.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$	2023	High
5.05	Install battery backup power supplies for traffic signals, to ensure functionality in the event of power	General Fund,	Public Services	\$\$	2025	Low

Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	failure.	BRIC/ HMGP Grants, Other Grants				
5.06	Monitor changes to PSPS circuits in and around the City that could affect residents, businesses, and organizations, and increase awareness of the affects of these events on the City's resources.	General Fund, BRIC/ HMGP Grants, Other Grants	Police	\$	Annually	Low
5.07	Develop a Power Failure Strategic Plan that prioritizes strategies focused on the following: <ul style="list-style-type: none"> Identification of critical facilities requiring backup power supplies Identification of critical systems requiring backup battery supplies to ensure effective operations during power failure events Development of criteria for backup power supplies and equipment for City owned building and infrastructure Development of code updates/modifications for new development/redevelopments that are energy resilient or include backup power supplies or plug-in ready retrofits. Compilation of funding sources and 	General Fund, BRIC/ HMGP Grants, Other Grants	All Departments	\$	2022	High

	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	strategies for City facility improvements and resources for residents and businesses.					

Flooding

6.01	Coordinate with dam owners/operators, state, and federal agencies to collectively identify threats to the City and the region and identify ways to retrofit/strengthen the dams under their control.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$	Ongoing	Low
6.02	Identify potential flood improvements that reduce inundation from both storm flows and potential dam inundation effects	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$	2023	High
6.03	Update the City’s Storm Drain Master Plan periodically (in conjunction with the LHMP and CIP) to incorporate new data and/or address emerging issues.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$\$	2022	High
6.04	Investigate the use of permeable paving and landscaped swales for new construction and	General Fund,	Public Services	\$\$	Ongoing	Medium

Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	replacement of City-owned hardscaped areas.	BRIC/ HMGP Grants, Other Grants				
6.05	Conduct frequent cleanings of storm drain intakes, especially before and during rainy season.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$	Ongoing	Low
6.06	Track areas where ponding frequently occurs during heavy rainfall and install new drains or upgrade existing ones to reduce ponding of water.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$\$	Ongoing	Low
Geological Hazards (Expansive Soil, Erosion, Landslide, Methane Containing Soils)						
7.01	Conduct an analysis of old oil infrastructure in and around Costa Mesa to verify methane releases are not occurring. (Methane Containing Soils)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/Development Services	\$	2025	Low

Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
7.02	Ensure effective drainage systems and stabilizing vegetation on and above landslide-prone slopes and bluffs is installed and maintained in areas prone to this hazard. (Landslide, Erosion)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/Development Services	\$	2023	High
7.03	Adopt guidelines for Methane Containing Soils based on the Orange County Fire Authority (OCFA), Combustible Soil Gas Hazard Mitigation, Guidelines for areas prone to impacts from methane containing soils. (Methane Containing Soils)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/Development Services/Fire Department	\$	2022	High
7.04	Conduct a methane gas assessment in the southern portion of the City to identify areas with high concentration of methane. As part of the study, the City should identify potential strategies for capture and use of these gases. (Methane Containing Soils)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/Development Services/Fire Department	\$	2024	Low

Hazardous Materials

8.01	Discourage new sensitive land uses, including schools, parks, childcare centers, adult and senior assisted living facilities, and community centers, from locating near identified hazardous material facilities. Discourage or prohibit new hazardous	General Fund, BRIC/ HMGP Grants,	Development Services	\$	Ongoing	Low
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Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	material facilities from locating near sensitive land uses.	Other Grants				
8.02	Pursue full alignment of the General Plan with policies and actions outlined in state and regional plans such as the California Accidental Release Prevention (CalARP) Program and the Orange County Fire Authority Hazardous Materials Area Plan.	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$	Annually	High
8.03	Continuously inspect businesses and other properties storing hazardous materials and create an inventory of storage locations that require updates, maintenance, or renovation.	General Fund, BRIC/ HMGP Grants, Other Grants	County Health (CUPA)	\$	Ongoing	Medium
8.04	Discourage new sensitive land uses, including schools, parks, childcare centers, adult and senior assisted living facilities, and community centers, from locating near identified hazardous material facilities. Discourage or prohibit new hazardous material facilities from locating near sensitive land uses.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/Development Services	\$	Ongoing	Low
Human Caused Hazards						
9.01	Coordinate with the Orange County Intelligence Assessment Center (OCIAC) to monitor potential incidents resulting in civil disturbance events (riots,	General Fund, BRIC/	Police/Fire Departments	\$	Ongoing	Low

	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	mass shootings, etc.). (Hazards addressed: Mass-Casualty Incidents, Civil Disturbance)	HMGP Grants, Other Grants				
9.02	Disseminate information on cyber threats or potential terrorist activity to City staff and continually follow up with information on further developments in the situation. (Hazards addressed: Human-Caused Hazards)	General Fund, BRIC/HMGP Grants, Other Grants	IT Department	\$	Annually	Medium
9.03	Regularly update cyber security software and educate business owners and residents on current internet-based threats. (Hazards addressed: Cyber Threats)	General Fund, BRIC/HMGP Grants, Other Grants	IT Department	\$	Annually	Medium
9.04	Retrofit all critical facilities, City administration buildings, and other buildings the City may deem to be important in the future with counterterrorism design elements and building materials. (Hazards addressed: Human-Caused Hazards)	General Fund, BRIC/HMGP Grants, Other Grants	Public Services/Police Department	\$\$\$	2025	High
9.05	Establish a backup location for the City's Traffic Control Management System and install back up emergency power to ensure system operation	General Fund, BRIC/	Development Services/ Public Services	\$\$\$	2023	High

Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	during an emergency. (Multi-Hazard	HMGP Grants, Other Grants				
9.06	Conduct a cyber threat assessment for the Traffic Control Management System and determine system vulnerabilities.	General Fund, BRIC/HMGP Grants, Other Grants	Development Services	\$\$-\$\$\$	Ongoing	Low

Seismic Hazards

10.01	Encourage the installation of resilient (seismically appropriate) piping for new or replacement pipelines, in close coordination with local water, natural gas, and other providers.	General Fund, BRIC/HMGP Grants, Other Grants	Development Services/Public Services	\$	Ongoing	Low
10.02	Assess soft story conditions for apartment buildings constructed prior to 1980.	General Fund, BRIC/HMGP Grants, Other Grants	Development Services	\$\$	2025	Medium
10.03	Conduct an educational campaign and incentives to	General	Development Services	\$\$	TBD	Low

	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	encourage the use of reinforced chimneys, anchored rooftop-mounted equipment, window film, and other preventative measures to reduce damage to private buildings.	Fund, BRIC/ HMGP Grants, Other Grants				
10.04	Encourage community groups and industry representatives assist in outreach to residents and businesses to obtain earthquake insurance.	General Fund, BRIC/ HMGP Grants, Other Grants	City Manager's Office	\$	Ongoing	Low
10.05	To the extent feasible, construct all new and significantly retrofitted City-owned facilities to remain operational in the event of a major earthquake.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/Development Services	\$\$\$	Ongoing	High
10.06	Retrofit key critical facilities with seismically rated window film treatments that ensure glass windows do not shatter during a strong seismic event.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$	2024	High
10.07	Install flexible jointing and pipelines across fault	General	Public	\$	Ongoing	Low

	Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
	segments located within the City. Ensure these pipelines have the necessary countermeasures to ensure breakage of lines is kept to a minimum and adequate shut off mechanisms to reduce exposure of pipeline contents to residents and businesses.	Fund, BRIC/ HMGP Grants, Other Grants	Services/Development Services`			

Severe Weather

11.01	Notify residents through public service announcements a couple of days in advance of a severe weather event. Focus on media methods that target vulnerable populations, such as elderly, sick, lower-income, or persons with limited mobility to better ensure they have adequate time to prepare. (Hazards addressed: Severe Weather)	General Fund, BRIC/ HMGP Grants, Other Grants	City Manager's Office/ Public Services	\$	Ongoing	Medium
11.02	Expand use of public facilities (libraries, community centers, etc.) as warming/cooling centers for vulnerable populations during extreme weather events, and assess facility needs in order to automatically open these facilities as severe weather centers when conditions require. (Hazards addressed: Severe Weather)	General Fund, BRIC/ HMGP Grants, Other Grants	Community Services/Public Services	\$\$	2023	High
11.03	Increase the use and construction of shade structures within new developments, City facilities, parks, and trails to reduce urban heat island impacts. (Hazards Addressed: Extreme Heat)	General Fund, BRIC/ HMGP Grants,	Public Services	\$\$\$	Ongoing	Medium

Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
		Other Grants				
11.04	Evaluate the long-term capacity of designated cooling centers and shelters in the City to provide sufficient relief from extreme heat. Assess the need to expand services as the frequency, length, and severity of future heatwaves potentially change as a result of climate change. (Hazards addressed: Extreme Heat)	General Fund, BRIC/ HMGP Grants, Other Grants	Community Services/Public Services	\$\$	2024	Medium
11.05	Upgrade HVAC within City facilities to more efficient systems that may include split systems or decentralized systems that allow for heating and cooling the spaces needed, not entire buildings. (Hazards addressed: Extreme Heat)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services	\$\$\$	Ongoing	Low
11.06	Conduct outreach to residents and businesses prior to severe winds (Santa Ana Wind events) on proper tree maintenance and identification of potentially hazardous trees. (Hazards addressed: Severe Wind)	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	\$	Annually	Medium
Urban Fire						
12.01	Promote the proper maintenance and separation of power lines from trees and other hazards.	General Fund,	Public Services/ Development Services/	\$	Ongoing	Medium

Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
		BRIC/ HMGP Grants, Other Grants	Fire Department			
12.02	Provide information and resources to residents citywide on ways to improve resilience to home fires, including procedures for fallen powerlines.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/ Development Services/ Fire Department	\$	Annually	Low
12.03	Conduct regular vegetation management activities to reduce fire hazard risks, such as clearing out dead vegetation in parks, open spaces, rights-of-way, and other areas that could become fuel for fires.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/ Development Services/ Fire Department	\$\$	Ongoing	Medium
12.04	Establish thresholds for fire sprinkler installation in retrofitted buildings and structures undergoing use changes or remodel.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Services/ Development Services/ Fire Department	\$	2022	Medium
12.05	Promote the planting of fire-resistant landscaping in all new developments and significant landscape	General Fund,	Public Services/ Development Services/	\$	Ongoing	Low

Mitigation Action	Potential Funding Sources	Responsible Department	Relative Cost	Time Frame	Priority
retrofits in accordance with State and local recommendations, such as high-moisture, low-resin trees, shrubs, and ground cover.	BRIC/ HMGP Grants, Other Grants	Fire Department			

*** Relative Cost Categories:**

Less than \$60,000 | \$\$ \$60,001 to \$199,999 | \$\$\$ Greater than \$200,000



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1148

Meeting Date: 4/4/2023

TITLE:

REVIEW OF CITY COMMITTEES

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK DIVISION

PRESENTED BY: BRENDA GREEN, CITY CLERK

CONTACT INFORMATION: BRENDA GREEN, CITY CLERK, (714) 754-5221

RECOMMENDATION:

Staff recommends the City Council:

1. Review Committees Statement of Work and provide direction.
2. Dissolve the Historical Preservation Committee and direct staff to facilitate an agreement with the Costa Mesa Historical Society.
3. Approve the following changes:
 - a. Adjust the Committees membership to consist of seven (7) members, except the Access, Building, Fire & Housing Board of Appeal, and Traffic Impact Fee Ad Hoc Committees, which shall consist of five (5) members, through attrition as terms expire.
 - b. Eliminate the Committee Alternate positions, through attrition as terms expire.
 - c. Limit the number of Ad Hoc Committees to one (1) at a time, unless due to special circumstances, in which case the City Manager may authorize one (1) additional Ad Hoc Committee. The Ad Hoc Committee will be set for a certain duration of time, not to exceed six (6) months. There shall be no standing committees, subcommittees or working groups.
4. Allow the City Manager the flexibility to adjust dates, durations, and times of meetings to ensure proper staff coverage, and to address issues of immediate concern for maximum effectiveness.

BACKGROUND:

Costa Mesa's system of commissions and committees provides a mechanism for residents who have specialized experience or interests to participate in the City's decision-making process by advising the City Council on numerous issues. The commissions and committees' system provides the opportunity to interact creatively with people of all ages, interests, and backgrounds. Democracy

can be realized when citizens are able to come together across diverse neighborhood and economic backgrounds to assist in making the community decisions that will improve the quality of life in our City.

Following are the current City Committees including the Scope of Work:

Access, Building, Fire & Housing Board of Appeal

This Committee consists of five (5) regular member positions and two (2) alternate positions each serving four-year terms. The committee consists of members who live or work in Costa Mesa who are qualified by experience and training to advise on matters pertaining to building construction and who are not employees of the jurisdiction. Appeals from determinations and orders by the building official and/or the fire marshal shall be to the Access, Building, Fire and Housing Board of Appeals (the "board").

Housing and Public Service Grants Committee

This Committee consists of nine (9) regular member positions and one (1) alternate positions each serving two-year terms. The committee helps to promote community understanding of the activities funded by the U.S. Housing and Urban Development Department (HUD), and Community Development Block Grants (CDBG) with a focus on social service grants. Additionally, the committee rates and ranks applications for CDBG public service grants, ultimately developing funding recommendations for City Council.

Mobile Home Park Advisory Committee

This Committee consists of nine (9) members each serving two-year terms: Two mobile home park owners (or their representative); five mobile home park resident owners; and two independent citizens at-large with no affiliation or relationship with mobile home parks. The Committee helps to improve the quality of life in mobile home parks and to review matters concerning mobile home parks in the City through healthy communication with park owners, manufactured home owners, and the City Council.

Finance and Pension Advisory Committee

This Committee consists of nine (9) regular member positions each serving two-year terms. The Committee:

- a. Provides advice to the City Council regarding events and issues which may affect the financial status of the City, including proposed state or federal legislation.
- b. Reviews short term and long range financial planning, including retirement benefits and/or actuarials and strategies on reducing unfunded liabilities.
- c. Reviews the City's financial documents and statements.
- d. Makes recommendations to the City Council regarding amendments to financial policies and processes.
- e. Annually reviews the City's investment policy and recommends any changes, if any; and reviews the investment portfolio to ensure compliance with the approved investment policy.

Animal Services Committee

This Committee consists of seven (7) regular members and two (2) alternate positions, each serving two-year terms. The Committee:

- a. Provides the City with recommendations to improve animal services throughout the City, including pet licensing, animal shelter and adoption services, and responsible pet ownership.
- b. Support animal related community events, such as pet adoptions, vaccination clinics, micro-chipping, etc.
- c. Serves as a liaison to the Police Department and California Department of Fish & Wildlife to sponsor coyote public education and related wildlife programs.
- d. Provides advice regarding the release of live animals within City Limits.

Fairview Park Steering Committee

This Committee consists of seven (7) regular member positions, two (2) alternate member positions, and one (1) Ex Officio member - OCME Representative, each serving four-year terms. The Committee:

- a. Provides advice to the City Council regarding the implementation of the Fairview Park Master Plan.
- b. Provides recommendations to the City Council on proposed capital improvement projects and compliance with Measure AA.
- c. Presents an annual report to the City Council describing the accomplishments and objectives of the Committee.
- d. Facilitates partnerships, volunteer activities, and educational opportunities to promote local stewardship and engagement with Fairview Park and its environmental resources.
- e. Provides advice on the interpretive, guide, and regulatory sign program for the park, including cultural and biological resource information and the park's history.

Active Transportation Committee

This Committee consists of eleven (11) regular member positions, two (2) alternate positions, and two (2) Ex Officio members - Chamber of Commerce and NMUSD Representatives, each serving two-year terms. The Committee:

- a. Focuses on the review and update of the City's Master Plan of Bikeways and improvements to be made to bikeways in the City.
- b. Evaluates the bikeability and walkability of the City in order to make recommendations for improvement to the City Council.

Traffic Impact Fee Ad Hoc Committee

This Committee consists of five (5) appointed positions each serving four-year terms; one representing the Chamber of Commerce, one representing major developers', one representing small developers and two at-large positions. The purpose of the committee is to fund the necessary transportation/circulation improvements, which are related directly to the incremental traffic impacts imposed on the City's transportation system by the development of new and/or changing commercial, industrial, and residential uses as permitted by the General Plan. The committee also assists staff on all aspects related to the updating and revision of traffic impact fees.

Historical Preservation Committee

This Committee consists of nine (9) regular member positions and two (2) alternate member positions each serving two-year terms. The committee serves to maintain, preserve, educate and promote the city's historical resources.

ANALYSIS:

At the March 21, 2023 City Council meeting, two Council Members requested staff to bring forth a report pertaining to Committees prior to new Committee appointments. Staff has summarized the Committees and has updated the Scope of Work that is no longer applicable.

Membership

Staff requests adjusting the Committees to consist of seven (7) members, except the Access, Building, Fire & Housing Board of Appeal, and Traffic Impact Fee Ad Hoc Committees, which shall consist of five (5) members. This aligns with the membership of Commissions and allows each Council Member opportunity for one (1) selection. This also will assist in resolving quorum issues with a large Committee. In addition to allow a wide breadth of experience and to maximize involvement staff recommends that an individual may only participate on one (1) Commission or Committee at a time. This also will alleviate any perceived Brown Act violations when a member may be involved in several discussions with multiple Committees.

Alternate Committee Members

Staff requests the elimination of the Alternate committee members positions. The role of the Alternate positions are unclear as they are precluded from voting but encouraged to participate in the committee activities. Or if a regular member is absent then an alternate may vote and this leads to confusion on who should be participating and voting.

Outside Agency Liaison

Staff submits the following language for clarification of the role of an Outside Agency Liaison/Ex-Officio member:

An Outside Agency Liaison/Ex-Officio to a committee are members appointed to serve in a position because the committee needs their expertise or influence pertaining to certain issues that substantially benefits the City. They represent the entity/organization that they work/volunteer for as part of a collaboration on particular issues. Members may partake in discussions and debate pertaining to their organization and/or area of expertise, however shall not vote. Ex-Officio members shall not be included in the count when determining if a quorum is present.

Ad Hoc Committees

Staff requests limiting the number of Ad Hoc Committees to one (1) at a time, unless due to special circumstances, in which case the City Manager may authorize one (1) additional Ad Hoc Committee. Having multiple Ad Hoc Committees runs counter to the Brown Act's requirement that all decisions of a body be made at an open public meeting. Limiting the number of Ad Hoc Committees will allow for increased transparency on discussions with the entire committee at a noticed public meeting. Further, under the Brown Act, Ad Hoc Committees may only be for a limited duration. Staff recommends that Ad Hoc Committees be set for a certain duration of time, not to exceed six (6) months. This will help ensure that Ad Hoc Committees do not inadvertently become standing

committees and thus violate the Brown Act. In addition, staff recommends that there be no other subcommittees or working groups.

Meeting Dates and Times

To plan for staff time and workloads, it is recommended Committee meetings be scheduled no more than bimonthly (once every two months), and limit Committee meetings to no more than two (2) hours, unless prior authorization is received from the City Manager to extend. In addition, no Special Committee meetings shall be held without prior authorization from the City Manager. However, the Access, Building, Fire & Housing Board of Appeal, Traffic Impact Fee Ad Hoc Committee, and Housing and Public Service Grants Committee will continue to meet on an as needed basis. The Mobile Home Park Advisory Committee will continue to meet quarterly.

The proposed changes are reflected in Council Policy 000-2 (Attachment 1).

ALTERNATIVES:

City Council may choose to not make the recommended changes or make alternate changes.

FISCAL REVIEW:

There is no fiscal impact with the proposed changes to the Committees.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Recruit and Retain High Quality Staff
- Achieve Long-Term Fiscal Sustainability

CONCLUSION:

Staff recommends the City Council:

1. Review Committees Statement of Work and provide direction.
2. Dissolve the Historical Preservation Committee and direct staff to facilitate an agreement with the Costa Mesa Historical Society.
3. Approve the following changes:
 - a. Adjust the Committees membership to consist of seven (7) members, except the Access, Building, Fire & Housing Board of Appeal and the Traffic Impact Fee Ad Hoc Committees, which shall consist of five (5) members, through attrition as terms expire.
 - b. Eliminate the Committee Alternate positions, through attrition as terms expire.

- c. Limit Ad Hoc Committees to one (1) at a time, unless due to special circumstances, the City Manager may authorize one (1) additional Ad Hoc Committee. There shall be no standing committees, subcommittees or working groups.
4. Allow the City Manager the flexibility to adjust dates, durations, and times of meetings to ensure proper staff coverage, and to address issues of immediate concern for maximum effectiveness.

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
CITY COUNCIL APPOINTED ADVISORY COMMITTEES AND BOARDS	000-2	2/1/99 REV: 3/03 REV: 10/18/11 REV: 6/5/12 REV: 4/4/23	1 of 3

BACKGROUND

Revisions to this Policy occurred in March, 2003, October, 2011, and June 2012. The City Council has modified the recruitment, criteria, and selection of committee and board members. The City Council also approved the decrease in membership of the committees and boards through attrition and to be reflected in the Commissions/Committees/Boards Handbook. On May 5, 2012, the City Council modified the Policy indicating that the expiration of all committee and board-terms shall be in April.. On April 4, 2023 the City Council modified the Policy decreasing the membership, eliminating the Alternate positions, limiting Ad Hoc Committees, and allowing the City Manager the flexibility to adjust dates, durations, and times of meetings.

PURPOSE

To provide clear and cohesive policies which assist appointed committee and board members in performing their duties, and procedures for new standing and ad hoc committee formation.

POLICY

1. Bring community attitudes and needs into focus by providing valuable communication links between the community and the government of the City.
2. Facilitate recommendations from the community, which aid City Council in making sound decisions concerning policy formulation and resource allocation.
3. Establish and maintain a streamlined mechanism to facilitate committee formation; membership, interaction, work programs, and evaluations.

PRACTICES AND PROCEDURES

1. Formation and Membership
 - a. Based upon the need for citizen input on matters of importance to the community, requests to form a committee may be made by individual Council Members. "Committee Formation Application Forms" and "Committee Interest Forms" shall be made available to all interested parties through the City Clerk's Office.
 - b. Upon review of completed Formation Request Forms, City Council may create a new committee by formal action. Such action will establish the purpose of the committee and the number of members.

Individuals may only be a member of one (1) Committee or Board at a time.

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

c.

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
CITY COUNCIL APPOINTED ADVISORY COMMITTEES AND BOARDS	000-2	2/1/99 REV: 3/03 REV: 10/18/11 REV: 6/5/12 REV: 4/4/23	2 of 3

- d. The City Council will appoint members to various committees and boards with staggered terms.
- e. The Mayor shall designate at least one member of City Council to serve as a non-voting liaison to each committee.

2. Membership Terms

- a. Appointed committee members must be Costa Mesa residents, unless otherwise specified by the City Council.
- b. Committee members shall be appointed or reappointed for a term of two (2) years (staggered) unless otherwise specified by City Council.
- c. The expiration of all committee and board-terms shall be in April.
- d. To vacate a position on a committee or board, the person shall file a written resignation with the Staff Liaison. Vacancies may be filled immediately if alternate members exist, or held open until a regular appointment time period occurs.
- e. The City Council, at any time, may request the resignation of or terminate membership of any committee member.
- f.

3. Work Program/Committee Review Process

- a. Each February, all committees shall prepare and submit a Work Program for City Council review. The Work Program shall include:
 - Evaluation of the previous years' progress;
 - Delineation of the upcoming year's program, goals and objectives; and
 - Proposed budget requests.
- b. The City Council shall conduct a Committee Review Process once a year in February to review the role and progress of committees to determine their effectiveness. In doing so, City Council reserves the right to revise the status of various committees based upon their need and benefit to the community.

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
CITY COUNCIL APPOINTED ADVISORY COMMITTEES AND BOARDS	000-2	2/1/99 REV: 3/03 REV: 10/18/11 REV: 6/5/12 REV: 4/4/23	3 of 3

4. General Information and Procedures

Except as provided in this policy all committees and boards shall be guided by the policies set forth in the Commissions/Committees/Boards Handbook. In case of any inconsistencies between this policy and the Handbook, the provisions in this policy shall govern these committees and boards.

5. Quorum Due to Vacancies

- a. Where there are no vacancies by resignation of members, the quorum for a committee formed by City Council shall be a majority of the members of such body.
- b. Where the membership on a committee is reduced to less than a majority of the members of such a body due to vacancies by resignation of its members, the quorum shall be a majority of the remaining members of such body until the vacancies are filled by City Council; provided, however, that under no circumstances would the quorum be lowered to less than three (3) committee members. (For example, a committee formed by City Council, which has seven members, would need four members to be present for the committee to take formal action on a matter on the agenda for the meeting. If vacancies occur due to resignations of the members, the quorum would be adjusted to require a minimum of three members to be present for the committee to take formal action on a matter on the agenda while the vacancies have not been filled by City Council. Once the vacancies are filled, the quorum would return to the requirement of four members.)

6. Ad Hoc Committees

Ad Hoc Committees shall be limited to one (1) at a time per Committee or Board, unless due to special circumstances, the City Manager authorizes one (1) additional Ad Hoc Committee. Each Ad Hoc Committee will be set for a specific duration which shall not exceed six (6) months. There shall be no standing committees, subcommittees or working groups of a Committee or Board.



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1137

Meeting Date: 4/4/2023

TITLE:

LICENSE AGREEMENT WITH THE COSTA MESA-NEWPORT HARBOR LIONS CLUB

DEPARTMENT: PARKS AND COMMUNITY SERVICES

PRESENTED BY: KEVIN STODDARDT, SENIOR RECREATION SUPERVISOR

CONTACT INFORMATION: JASON MINTER, PARKS AND COMMUNITY SERVICES
DIRECTOR, (714) 754 - 5009

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the license agreement between the City of Costa Mesa and the Costa Mesa-Newport Harbor Lions Club to host the annual Fish Fry event at the Lions Park Campus beginning in 2023.
2. Authorize the City Manager and City Clerk to execute the agreement and all future amendments to the agreement.

BACKGROUND:

The Costa Mesa-Newport Harbor Lions Club has hosted the Fish Fry in the City of Costa Mesa for more than 70 years. In August 2019, City Council approved a License Agreement between the City and the Costa Mesa-Newport Lions Club (Lions Club) to host the Fish Fry at Lions Park beginning in 2020. Unfortunately the agreement was approved prior to the completion of the Lions Park projects. When the Fish Fry returned to Lions Park in 2022, there were a few logistical challenges due to the revised layout.

ANALYSIS:

City staff from many Departments (Fire, Public Works, and Parks) worked with representatives from the Lions Club to address the challenges faced during the 2022 event. The primary change is moving the main event area from the Lions Park Event Lawn to the outfield of Luke Davis Field, located on the southwest corner of the park. This change will provide the Lions Club with a larger carnival space to allow for more rides and games, as well as a more cohesive feel to the event, with all rides and booths much closer to the food and entertainment.

In addition to the change in location, the dates of the event will also change from Memorial Day weekend to the last full weekend in June. This will accomplish two goals, the first of which is to avoid conflicts with the voting center that is typically hosted in the Norma Hertzog Community Center in late May and early June. It will also allow staff to better coordinate the annual field maintenance for Luke

Davis Field while minimizing the impact to the user groups.

Finally, the proposed agreement allows the Lions Club to utilize the Costa Mesa Senior Center's kitchen for the preparation of the fish, the highlight of the Fish Fry. Prior to 2012 the kitchen at the Neighborhood Community Center (NCC) was used for battering and storing fish in preparation for the event. As the NCC is no longer standing, and the Norma Hertzog Community Center's kitchen is inadequate for this purpose, the Costa Mesa Senior Center kitchen is both suitable and in close proximity to Lions Park. The proposed license agreement stipulates that the Lions Club can use the kitchen at the Senior Center provided they show proof of compliance with all applicable local, state, and federal laws. It also stipulates that the kitchen be thoroughly cleaned and deodorized after the event.

Therefore, the proposed license agreement includes the following:

1. Use of Lions Park as the ongoing host site for the Fish Fry
2. Requirement that the event move from its traditional date on the first weekend after Memorial Day to the last full weekend in June
3. A shift of location of the main event area from the event lawn to the outfield of Luke Davis Field
4. Identification of the location for fish storage and preparation at the Costa Mesa Senior Center

A copy of the proposed license agreement is included in this report, along with a copy of the agreement that was approved in 2019 (Attachments 1 and 2).

ALTERNATIVES:

The City Council could deny the approval Costa Mesa-Newport Lions Club and advise on alternate provisions for the agreement.

FISCAL REVIEW:

Costs associated with the partnership include in-house staff personnel time and a sponsorship contribution not-to-exceed \$5,000 which are included in the FY 2022-23 Parks and Community Services Department budget.

LEGAL REVIEW:

The City's Attorney's Office has reviewed this report and approved 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:

1. Approve the license agreement between the City of Costa Mesa and the Costa Mesa-Newport Harbor Lions Club to host the annual Fish Fry event at the Lions Park Campus beginning in 2023.
2. Authorize the City Manager and City Clerk to execute the agreement and all future amendments to the agreement.

**CITY OF COSTA MESA
LICENSE AGREEMENT
WITH
COSTA MESA-NEWPORT HARBOR LIONS CLUB**

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this 4th day of April, 2023 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City” or “Licensor”), and COSTA MESA-NEWPORT HARBOR LIONS CLUB, a California nonprofit corporation (“Licensee”).

WITNESSETH:

WHEREAS, City is the owner of the real property located at 570 W. 18th Street, Costa Mesa, California and all appurtenances thereon known as the Lions Park Campus (“Property”); and

WHEREAS, since 1946, Licensee has held an annual Fish Fry event (“Fish Fry”) in the City as a fundraising event to support community organizations; and

WHEREAS, Licensee uses proceeds from the Fish Fry to support local schools, charities and non-profit organizations; and

WHEREAS, the Fish Fry adds community value by creating an event that attracts thousands of attendees each year; and

WHEREAS, Licensee used City’s Lions Park to host the Fish Fry until 2012; and

WHEREAS, since 2012, Licensee has held the Fish Fry in Fairview Park; and

WHEREAS, the California Department of Fish and Wildlife has recommended that the Fish Fry be moved from Fairview Park; and

WHEREAS, City and Licensee now desire to have the Fish Fry held at the Property, commencing in 2023; and

WHEREAS, the Licensor and Licensee desire to execute this Agreement to set forth their rights, obligations, and liabilities relating to Licensee’s use of the Property; and

WHEREAS, the City and Licensee agree that this Agreement and the Fish Fry serve the public purpose and benefit of creating an event for the community, promoting community stewardship, and providing financial support to schools, charities and non-profit organizations located and active within the City of Costa Mesa.

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

1.0. GRANT OF LICENSE

Commencing April 4, 2023, Licensor grants to Licensee a non-exclusive license (the “License”) to use a portion of the Property, as delineated in Exhibit “A,” attached hereto and incorporated herein (the “Licensed Area”) on the last full weekend of June each year. The Licensee may utilize the Licensed Area on the preceding Wednesday and Thursday to allow for event preparation for the carnival. Licensor may grant access to Licensed

Area prior to the preceding Wednesday on a case by case basis.

2.0. LIMITED USE OF LICENSED AREA

Licensee's use of the Property shall be limited to use of the Licensed Area for the exclusive purpose of hosting the Fish Fry event only. Such event may include carnival rides, bingo, a car show, vendors, entertainment, and parades. Licensee shall not use the Licensed Area for any other purpose or business without first obtaining Licensor's written consent.

3.0. LICENSE FEE

In exchange for Licensee's organization and hosting of the Fish Fry event, City grants the License to Licensee for no fee.

4.0. TERM AND TERMINATION

4.1. Term. The performance of this Agreement shall commence on January 1, 2020 and continue for a period of ten (10) years, ending on December 31, 2030, unless previously terminated as provided herein. This Agreement shall automatically extend for one (1) additional ten (10) year period, unless either party, at least thirty (30) days prior to the expiration of the term, provides written notice to the other party indicating that it does not desire to extend the term.

4.2. Termination. Either party may terminate this Agreement by providing six (6) months' written notice to the other party, either by certified mail or personal delivery.

5.0. LICENSEE'S DUTIES AND RESPONSIBILITIES

Licensee shall:

- (a) Be responsible for all aspects of the Fish Fry event.
- (b) Submit a Special Event Permit application for each year's Fish Fry in accordance with Section 9-208 of the Costa Mesa Municipal Code.
- (c) Provide to City, at no cost, the use of one (1) booth space at each year's Fish Fry, to be used at the City's discretion.
- (d) Obtain at least sixty (60) days' advance written approval from City of the layout for the Fish Fry, including but not limited to placement of booths, stage, dance floor, and carnival rides. Licensee shall arrange the event in accordance with the approved layout. Licensee shall not change the layout without City's written approval.
- (e) Provide twenty-four (24) hour security services at the Licensed Area during each License Period. The number of security guards required to provide such services shall be as directed by City.
- (f) Remove all personal property at the conclusion of each License Period.
- (g) Leave the Licensed Area in the condition it was provided to Licensee at the inception of each License Period and each day thereof.

- (h) Enforce all City policies and rules pertaining to the general code of conduct while at the Property.
- (i) Comply with, and require its guests and invitees to comply with, any and all City rules, regulations, and guidelines applicable to use of the Licensed Area.
- (j) Promptly notify the City of needed repairs and/or dangerous conditions in the Licensed Area.
- (k) Comply with all reasonable requests made by City.
- (l) Food preparation at the Costa Mesa Senior Center must be done in full compliance of all applicable local, state, and federal laws and regulations and proof of compliance shall be provided to the City prior to the facility's use. The kitchen must be cleaned and odor free by the conclusion of the event.

6.0. CITY'S DUTIES AND RESPONSIBILITIES

City agrees to:

- (a) Provide a staff person to oversee the Property during the License Periods.
- (b) Provide staff members to assist with event production and management, as directed by the City's Parks and Community Services Director.
- (c) Provide marketing and promotional support in connection with each Fish Fry.
- (d) Waive the Special Events Permit Fee for each Fish Fry.
- (e) Waive the costs of providing special event Police Department services for each Fish Fry.
- (f) Contribute to each year's Fish Fry as an official Three Day Event Sponsor, or similar level of sponsor if the sponsor levels change, of the event, in an amount to be determined by the City. Notwithstanding the foregoing, City's annual sponsorship contribution shall not exceed Five Thousand Dollars (\$5,000.00).
- (g) Permit Licensee to use: **1)** the refrigeration units located in City facilities adjacent to the Licensed Area if such units are not being utilized for a separate event; and **2)** the kitchen and the Grand Hall at the Costa Mesa Senior Center for food preparation prior to the event if such units are not being utilized for a separate event.
- (h) Maintain the Licensed Area in a safe and clean condition.
- (i) Perform any needed maintenance and repairs of the Licensed Area.
- (j) Provide Licensee with notice as soon as practical of the unavailability of the Licensed Area, unless such unavailability is due to unanticipated emergency or causes beyond Licensor's control. In the event the Licensed Area becomes unavailable, City will attempt to provide Licensee with an alternative location for the Fish Fry.
- (k) Allow Licensee to host an annual golf tournament at one of the two public golf courses located at the Costa Mesa Country Club as a fundraiser to benefit the Fish Fry. The City will waive

green fees and other related fees for such tournament. The terms and conditions of Licensee's use shall subject to written agreement of the parties.

7.0. SIGNS

Licensee shall coordinate with City regarding the placement of advertisements relating to the Fish Fry on City property.

8.0. ENTRY BY CITY AND PUBLIC

The Fish Fry shall be open to the public at no charge. City and the general public shall have unrestricted access to the Licensed Area at all times during Licensee's use.

9.0. ACCEPTANCE OF LICENSED AREA

Licensor makes no warranty or representation of any kind whatsoever regarding the condition of the Licensed Area or its fitness for Licensee's use, or any use. Licensee accepts and agrees to use the Licensed Area in its current "as-is" condition, without any obligation of Licensor to perform or pay for any improvement thereto.

10.0. ALTERATIONS, ADDITIONS, IMPROVEMENTS

Licensor reserves the right to alter, change, or work on the Licensed Area during the term of this Agreement.

Licensee shall not make any alterations, additions, or improvements to the Licensed Area or Property without prior written approval from Licensor.

11.0. UTILITIES AND TAXES

11.1. Utilities. Licensor shall provide power and water to the Property and pay all fees and charges in connection therewith.

11.2. Taxes. Licensee shall pay all taxes which may be levied or assessed as a result of this Agreement or Licensee's use of the Property. Although it is not anticipated that this License will create a possessory interest in the Property, Licensee understands that a possessory interest may be created and vested in Licensee as a result of this Agreement and that such interest may be subject to property taxation. Licensee understands that Licensee may be subject to the payment of property taxes levied on such possessory interest. If property taxes are levied due to a possessory interest, Licensee shall pay such taxes.

12.0. NO INTEREST IN PROPERTY

Licensee understands and agrees that this is a license agreement, not a lease agreement. No tenancy is established by this Agreement and Licensee shall have no interest in the Property as a result of this Agreement or Licensee's use of the Licensed Area.

13.0. INSURANCE

13.1. Minimum Scope and Limits of Insurance. Licensee 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 Two Million Dollars (\$2,000,000.00), 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.

13.2. Endorsements. The commercial general liability insurance 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 Costa Mesa-Newport Harbor Lions Club pursuant to its contract with the City; products and completed operations of Costa Mesa-Newport Harbor Lions Club; premises owned, occupied or used by Costa Mesa-Newport Harbor Lions Club.”
- (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: “Costa Mesa-Newport Harbor Lions Club’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) Licensee’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.

13.3. 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.

13.4. Certificates of Insurance. Licensee 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 using the Property.

14.0. INDEMNIFICATION AND RELEASE

14.1. Licensee agrees to defend, indemnify, and hold free and harmless City, its elected officials, officers, agents, volunteers and employees (“Indemnitees”), at Licensee’s sole expense, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature arising out of this Agreement or the use or occupancy of the Property by, or the acts, errors or omissions of, Licensee, its officers, agents, members, volunteers, employees, occupants, invitees, visitors, guests, or other users, and/or authorized

subcontractors. Notwithstanding the foregoing, Licensee shall not be responsible for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of the Indemnitees.

14.2. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Licensee, its officers, agents, volunteers, employees, occupants, invitees, visitors, guests, or other users 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 Licensee, its officers, agents, volunteers, employees, invitees, visitors, guests, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the Indemnitees based upon Licensee’s use or occupancy of the Property pursuant to this Agreement, whether or not Licensee, its officers, agents, volunteers, employees, invitees, visitors, guests, and/or authorized subcontractors are asserted to be liable.

14.3. Licensee hereby releases Indemnitees from any claims, demands, obligations, liabilities, damages, injuries, breaches of duty, causes of action, losses, costs and expenses, including, without limitation, attorneys’ fees, whether known or unknown, which arise out of or are incurred in connection with the use of the Property by Licensee, including, without limitation, any damage or injury to Licensee or to its property arising out of or in connection with this Agreement.

15.0. GENERAL PROVISIONS

15.1. 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.

15.2. Notices. Except as set forth herein, any notices, documents, correspondence or other communications concerning this Agreement 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. Either party may change its address by giving notice in writing to the other party.

IF TO LICENSEE:

Costa Mesa-Newport Harbor Lions Club
P.O. Box 10628
Costa Mesa, CA 92627
Attn: President

IF TO CITY:

City of Costa Mesa
Parks and Community Services Department
77 Fair Drive
Costa Mesa, CA 92626
Attn: Jason Minter

15.3. Assignment and Subletting. Licensee shall not assign this Agreement or license or sublet the Property or any part thereof without the prior written consent of City.

15.4. 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.

15.5. 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.

15.6. Public Records Act Disclosure. Licensee has been advised and is aware that this Agreement and all reports, documents, information and data furnished or prepared by Licensee 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 California Government Code section 6254.7, and of which Licensee 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.

15.7. Force Majeure. In the event of damage or destruction of the Property by any act of God, fire, national or local calamity, strike, labor dispute, civil disturbance, accident, epidemic, act or regulation of any public authority, interruption in or delay of transportation services, or any event of any other kind or character whatsoever, whether similar or dissimilar to the foregoing events, which shall render the practicable fulfillment by City of its obligations under this Agreement impossible, this Agreement shall be null and void and City shall be released of all responsibility hereunder and shall not be held responsible by Licensee for any resulting damage. In the event of any such occurrence or threat thereof, City shall have the right in its discretion to suspend or terminate any use by Licensee of the Property, to cause the Property to be vacated, or to take such action for such duration as City in its sole discretion deems necessary or appropriate.

15.8. No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Licensee 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.

15.9. 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.

15.10. 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.

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

15.12. 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.

15.13. 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.

15.14. 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.

15.15. 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.

[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.

COSTA MESA-NEWPORT HARBOR LIONS CLUB

Signature Date: _____

Name and Title

CITY OF COSTA MESA

John Stephens
Mayor Date: _____

ATTEST:

Brenda Green
City Clerk Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney Date: _____

DEPARTMENTAL APPROVAL:

Lori Ann Farrell Harrison
City Manager Date: _____

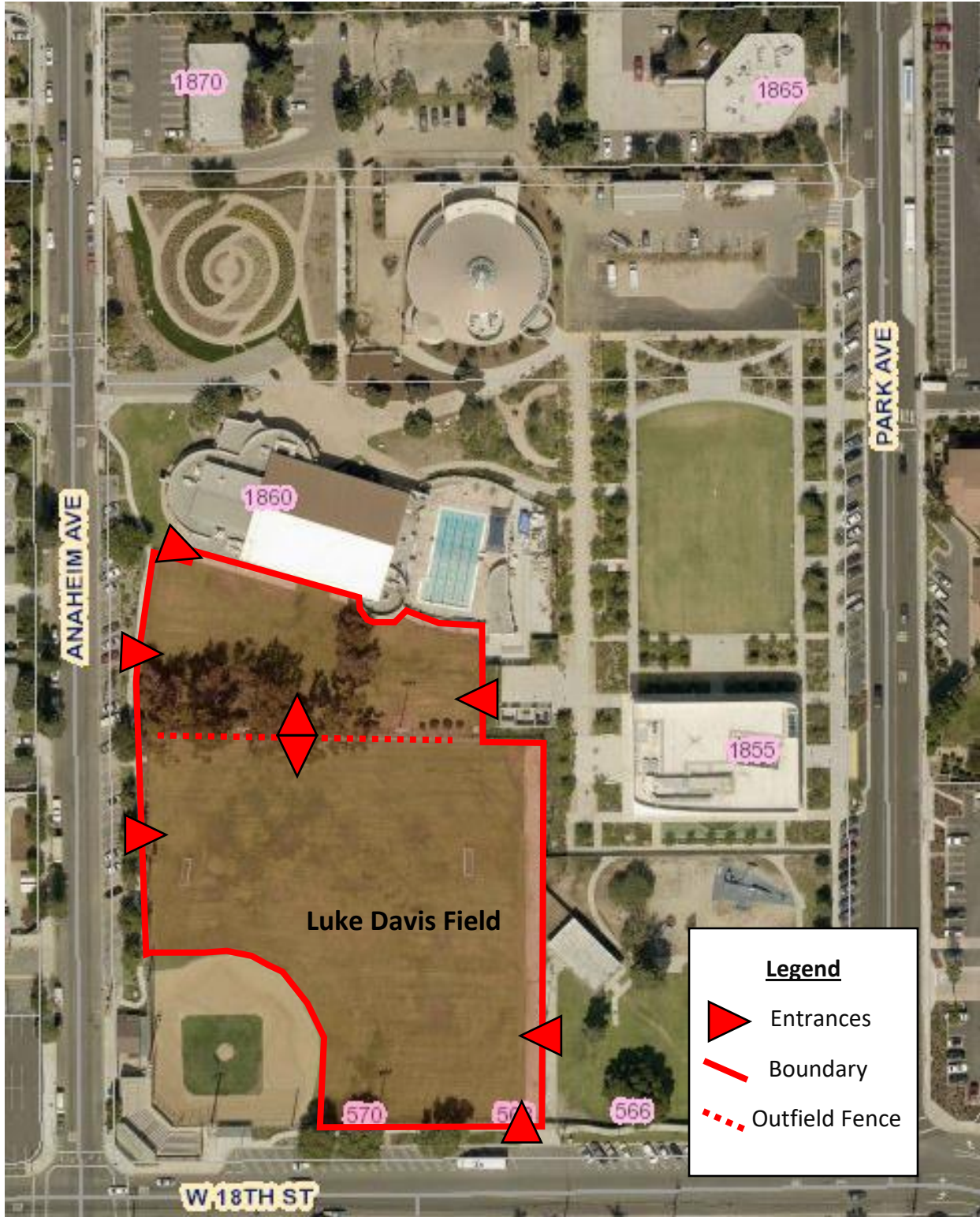
Jason Minter
Parks and Community Services Director Date: _____

EXHIBIT A

DESCRIPTION OF LICENSED AREA

License Agreement – Costa Mesa Newport Harbor Lions Club

Fish Fry Layout at Lions Park – effective 2023



**CITY OF COSTA MESA
LICENSE AGREEMENT
WITH
COSTA MESA-NEWPORT HARBOR LIONS CLUB**

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this 17th day of September, 2019 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City” or “Licensor”), and COSTA MESA-NEWPORT HARBOR LIONS CLUB, a California nonprofit corporation (“Licensee”).

WITNESSETH:

WHEREAS, City is the owner of the real property located at 570 W. 18th Street, Costa Mesa, California and all appurtenances thereon known as the Lions Park Campus (“Property”); and

WHEREAS, since 1946, Licensee has held an annual Fish Fry event (“Fish Fry”) in the City as a fundraising event to support community organizations; and

WHEREAS, Licensee uses proceeds from the Fish Fry to support local schools, charities and non-profit organizations; and

WHEREAS, the Fish Fry adds community value by creating an event that attracts thousands of attendees each year; and

WHEREAS, Licensee used City’s Lions Park to host the Fish Fry until 2012; and

WHEREAS, since 2012, Licensee has held the Fish Fry in Fairview Park; and

WHEREAS, the California Department of Fish and Wildlife has recommended that the Fish Fry be moved from Fairview Park; and

WHEREAS, City and Licensee now desire to have the Fish Fry held at the Property, commencing in 2020; and

WHEREAS, the Licensor and Licensee desire to execute this Agreement to set forth their rights, obligations, and liabilities relating to Licensee’s use of the Property; and

WHEREAS, the City and Licensee agree that this Agreement and the Fish Fry serve the public purpose and benefit of creating an event for the community, promoting community stewardship, and providing financial support to schools, charities and non-profit organizations located and active within the City of Costa Mesa.

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

1.0. GRANT OF LICENSE

Commencing January 1, 2020, Licensor grants to Licensee a non-exclusive license (the “License”) to use a portion of the Property, as delineated in Exhibit “A,” attached hereto and incorporated herein (the “Licensed Area”) on the first weekend after Memorial Day each year (each a “License Period”). Notwithstanding the foregoing, Licensee agrees that City may, in its discretion, require the 2020 Fish Fry to

be held in September 2020 due to construction at the Property.

2.0. LIMITED USE OF LICENSED AREA

Licensee's use of the Property shall be limited to use of the Licensed Area for the exclusive purpose of hosting the Fish Fry event only. Such event may include carnival rides, bingo, a car show, vendors, entertainment, and parades. Licensee shall not use the Licensed Area for any other purpose or business without first obtaining Licensor's written consent.

3.0. LICENSE FEE

In exchange for Licensee's organization and hosting of the Fish Fry event, City grants the License to Licensee for no fee.

4.0. TERM AND TERMINATION

4.1. Term. The performance of this Agreement shall commence on January 1, 2020 and continue for a period of ten (10) years, ending on December 31, 2030, unless previously terminated as provided herein. This Agreement shall automatically extend for one (1) additional ten (10) year period, unless either party, at least thirty (30) days prior to the expiration of the term, provides written notice to the other party indicating that it does not desire to extend the term.

4.2. Termination. Either party may terminate this Agreement by providing six (6) months' written notice to the other party, either by certified mail or personal delivery.

5.0. LICENSEE'S DUTIES AND RESPONSIBILITIES

Licensee shall:

- (a) Be responsible for all aspects of the Fish Fry event.
- (b) Submit a Special Event Permit application for each year's Fish Fry in accordance with Section 9-208 of the Costa Mesa Municipal Code.
- (c) Provide to City, at no cost, the use of one (1) booth space at each year's Fish Fry, to be used at the City's discretion.
- (d) Obtain at least sixty (60) days' advance written approval from City of the layout for the Fish Fry, including but not limited to placement of booths, stage, dance floor, and carnival rides. Licensee shall arrange the event in accordance with the approved layout. Licensee shall not change the layout without City's written approval.
- (e) Provide twenty-four (24) hour security services at the Licensed Area during each License Period. The number of security guards required to provide such services shall be as directed by City.
- (f) Remove all personal property at the conclusion of each License Period.
- (g) Leave the Licensed Area in the condition it was provided to Licensee at the inception of each License Period and each day thereof.

- (h) Enforce all City policies and rules pertaining to the general code of conduct while at the Property.
- (i) Comply with, and require its guests and invitees to comply with, any and all City rules, regulations, and guidelines applicable to use of the Licensed Area.
- (j) Promptly notify the City of needed repairs and/or dangerous conditions in the Licensed Area.
- (k) Comply with all reasonable requests made by City.

6.0. CITY'S DUTIES AND RESPONSIBILITIES

City agrees to:

- (a) Provide a staff person to oversee the Property during the License Periods.
- (b) Provide staff members to assist with event production and management, as directed by the City's Parks and Community Services Director.
- (c) Provide marketing and promotional support in connection with each Fish Fry.
- (d) Waive the Special Events Permit Fee for each Fish Fry.
- (e) Waive the costs of providing special event Police Department services for each Fish Fry.
- (f) Contribute to each year's Fish Fry as an official Three Day Event Sponsor, or similar level of sponsor if the sponsor levels change, of the event, in an amount to be determined by the City. Notwithstanding the foregoing, City's annual sponsorship contribution shall not exceed Five Thousand Dollars (\$5,000.00).
- (g) Permit Licensee to use the refrigeration units located in City facilities adjacent to the Licensed Area, if such units are available and the adjacent City facilities are not being utilized for a separate event.
- (h) Maintain the Licensed Area in a safe and clean condition.
- (i) Perform any needed maintenance and repairs of the Licensed Area.
- (j) Provide Licensee with notice as soon as practical of the unavailability of the Licensed Area, unless such unavailability is due to unanticipated emergency or causes beyond Licensor's control. In the event the Licensed Area becomes unavailable, City will attempt to provide Licensee with an alternative location for the Fish Fry.
- (k) Allow Licensee to host an annual golf tournament at one of the two public golf courses located at the Costa Mesa Country Club as a fundraiser to benefit the Fish Fry. The City will waive green fees and other related fees for such tournament. The terms and conditions of Licensee's use shall subject to written agreement of the parties.

7.0. SIGNS

Licensee shall coordinate with City regarding the placement of advertisements relating to the Fish Fry on City property.

8.0. ENTRY BY CITY AND PUBLIC

The Fish Fry shall be open to the public at no charge. City and the general public shall have unrestricted access to the Licensed Area at all times during Licensee's use.

9.0. ACCEPTANCE OF LICENSED AREA

Licensor makes no warranty or representation of any kind whatsoever regarding the condition of the Licensed Area or its fitness for Licensee's use, or any use. Licensee accepts and agrees to use the Licensed Area in its current "as-is" condition, without any obligation of Licensor to perform or pay for any improvement thereto.

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Licensee shall not make any alterations, additions, or improvements to the Licensed Area or Property without prior written approval from Licensor.

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11.1. Utilities. Licensor shall provide power and water to the Property and pay all fees and charges in connection therewith.

11.2. Taxes. Licensee shall pay all taxes which may be levied or assessed as a result of this Agreement or Licensee's use of the Property. Although it is not anticipated that this License will create a possessory interest in the Property, Licensee understands that a possessory interest may be created and vested in Licensee as a result of this Agreement and that such interest may be subject to property taxation. Licensee understands that Licensee may be subject to the payment of property taxes levied on such possessory interest. If property taxes are levied due to a possessory interest, Licensee shall pay such taxes.

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Licensee understands and agrees that this is a license agreement, not a lease agreement. No tenancy is established by this Agreement and Licensee shall have no interest in the Property as a result of this Agreement or Licensee's use of the Licensed Area.

13.0. INSURANCE

13.1. Minimum Scope and Limits of Insurance. Licensee 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 Two Million Dollars (\$2,000,000.00), 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.

13.2. Endorsements. The commercial general liability insurance 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 Costa Mesa-Newport Harbor Lions Club pursuant to its contract with the City; products and completed operations of Costa Mesa-Newport Harbor Lions Club; premises owned, occupied or used by Costa Mesa-Newport Harbor Lions Club.”
- (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: “Costa Mesa-Newport Harbor Lions Club’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) Licensee’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.

13.3. 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.

13.4. Certificates of Insurance. Licensee 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 using the Property. The certificates of insurance shall be attached hereto as Exhibit “B” and incorporated herein by this reference.

14.0. INDEMNIFICATION AND RELEASE

14.1. Licensee agrees to defend, indemnify, and hold free and harmless City, its elected officials, officers, agents, volunteers and employees (“Indemnitees”), at Licensee’s sole expense, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature arising out of this Agreement or the use or occupancy of the Property by, or the acts, errors or omissions of, Licensee, its officers, agents, members, volunteers, employees, occupants, invitees, visitors, guests, or other users, and/or authorized subcontractors. Notwithstanding the foregoing, Licensee shall not be responsible for claims, actions,

complaints, or suits arising out of the sole active negligence or willful misconduct of the Indemnitees.

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14.3. Licensee hereby releases Indemnitees from any claims, demands, obligations, liabilities, damages, injuries, breaches of duty, causes of action, losses, costs and expenses, including, without limitation, attorneys' fees, whether known or unknown, which arise out of or are incurred in connection with the use of the Property by Licensee, including, without limitation, any damage or injury to Licensee or to its property arising out of or in connection with this Agreement.

15.0. GENERAL PROVISIONS

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IF TO LICENSEE:

Costa Mesa-Newport Harbor Lions Club
P.O. Box 10628
Costa Mesa, CA 92627
Attn: President

IF TO CITY:

City of Costa Mesa
Parks and Community Services Department
77 Fair Drive
Costa Mesa, CA 92626
Attn: Justin Martin

15.3. Assignment and Subletting. Licensee shall not assign this Agreement or license or sublet the Property or any part thereof without the prior written consent of City.

15.4. 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.

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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.

15.6. Public Records Act Disclosure. Licensee has been advised and is aware that this Agreement and all reports, documents, information and data furnished or prepared by Licensee 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 California Government Code section 6254.7, and of which Licensee 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.

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

15.12. 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.

15.13. 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.

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15.15. 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.

[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.

COSTA MESA-NEWPORT HARBOR LIONS CLUB

Signature

Date: _____

Name and Title

CITY OF COSTA MESA

Katrina Foley
Mayor

Date: _____

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

DEPARTMENTAL APPROVAL:

Justin Martin
Acting Assistant City Manager

Date: _____

Yvette Aguilar
Acting Parks and Community Services Director

Date: _____

EXHIBIT A

DESCRIPTION OF LICENSED AREA

Exhibit A
Description of Licensed Area



EXHIBIT B
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT B 563

DATE (MM/DD/YYYY)
09/06/2019

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

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

PRODUCER DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams PHONE (A/C, No, Ext): 1-800-316-6705 FAX (A/C, No): 847-934-6186 E-MAIL ADDRESS: lionsclubs@dspins.com
	INSURER(S) AFFORDING COVERAGE
INSURED Costa Mesa Newport harbor lions club costa mesa California	INSURER A: ACE American Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDOG71573448	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH25301754	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: costa mesa newport harbor lions club fish fry sept 20 21- 22

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

*** city of costa mesa and it's officers, employees,agents volunteers and representatives ***

~~PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES~~

CERTIFICATE HOLDER city of costa mesa and it's officers, employees, agents, volunteers and representatives 77 fair drive p.o. box 1200 Costa Mesa California 92626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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