



CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda

Tuesday, October 1, 2024

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

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- 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.

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Call: 1 669 900 6833 Enter Webinar ID: 818 7957 9049/ Password: 608584

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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.

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Note that records submitted by the public will not be redacted in any way and will be posted online as submitted, including any personal contact information. All pictures, PowerPoints, and videos submitted for display at a public meeting must be previously reviewed by staff to verify appropriateness for general audiences. This includes items submitted for the overhead screen during the meeting. Items submitted for the overhead screen should be 1 page and provided to the City Clerk prior to the start of the meeting. No links to YouTube videos or other streaming services will be accepted, a direct video file will need to be emailed to staff prior to each meeting in order to minimize complications and to play the video without delay. The video must be one of the following formats, .mp4, .mov or .wmv. Only one file may be included per speaker for public comments, for both videos and pictures. Please e-mail to the City Clerk at cityclerk@costamesaca.gov NO LATER THAN 12:00 Noon on the date of the meeting. If you do not receive confirmation from the city prior to the meeting, please call the City Clerks office at 714-754-5225.

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

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La agenda y los informes se pueden ver en español en el sitio web de la Ciudad en <https://www.costamesaca.gov/trending/current-agendas/spanish-city-council-agendas>

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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 LABOR NEGOTIATORS
Pursuant to California Government Code Section 54957.6,(a)
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager
Name of Employee Organization: Costa Mesa Division Managers Association
2. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to California Government Code Section 54957.6,(a)
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager
Name of Employee Organization: Costa Mesa Confidential Management Unit
3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Landon Hurtado Munson v. City of Costa Mesa
Orange County Superior Court Case No. 30-2023-01349587-CU-PO-WJC

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

OCTOBER 1, 2024 – 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:

Recognition of the Slammers FC 30th Anniversary

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 3 minutes. Additional comments will be heard at the end of the meeting.

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

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR

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

1. [**PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL 24-326 ORDINANCES AND RESOLUTIONS**](#)

RECOMMENDATION:

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

2. [**READING FOLDER**](#) [**24-329**](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Jeanie Charlotte O’Keefe, Juan Gonzales, and Miguel Villana Allende.

3. **MINUTES** **24-332**

RECOMMENDATION:

City Council approve the minutes of the regular meeting of September 17, 2024.

Attachments: [09-17-2024 Draft Minutes](#)

4. **ADOPTION OF WARRANT RESOLUTION** **24-343**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2724.

Attachments: [1. Summary Check Register 09-06-24](#)
[2. Summary Check Register 09-12-24](#)
[3. Summary Check Register 09-19-24](#)

5. **ACCEPTANCE AND ALLOCATION OF THE 2024-25 OFFICE OF 24-353**
TRAFFIC SAFETY GRANT FOR THE SELECTIVE TRAFFIC
ENFORCEMENT PROGRAM

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed Resolution No. 2024-XX, which ratifies the application for a grant award from the State of California - Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) and authorize the City Manager or designee to execute the grant documents, including the Grant Agreement, and accept and administer the grant.
2. Approve revenue and expense appropriations in the amount of \$305,000 respectively, for the 2024-25 OTS STEP Grant.

Attachments: [1. Draft Grant Agreement - PT25158](#)
[2. Costa Mesa OTS Step Resolution No. 24-XX](#)

6. [SUBRECIPIENT AGREEMENT FOR THE 2023 URBAN AREA 24-354
SECURITY INITIATIVE GRANT](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager, or designee, to execute the Sub-Recipient Agreement with the City of Santa Ana for the FY 2023 Urban Areas Security Initiative (UASI) Grant Program.
2. Adopt Resolution No. 2024- XX which authorizes the application for, and acceptance of, funds under the Homeland Security Grant Program (HSGP) and the Urban Area Security Initiative (UASI) for the Fiscal Years 2023, 2024, and 2025 and authorizes the City Manager, Finance Director, Emergency Services Manager, or designee, to take all action necessary to obtain the funding within the permitted guidelines of the HSGP .

Attachments: [1. UASI Agreement](#)

[2. Resolution No. 2024-XX - Sub Recipient Agreement for 2024
UASI Grant](#)

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

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

PUBLIC HEARINGS:

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

1. [INTRODUCTION AND FIRST READING OF AN ORDINANCE 24-352 AMENDING TITLE 3 \(ANIMAL REGULATIONS\) OF THE COSTA MESA MUNICIPAL CODE BY AMENDING CHAPTER I \(IN GENERAL\) AND CHAPTER VI \(SPECIAL ANIMAL PERMIT\) TO PROVIDE FOR BEEKEEPING AND TO CLARIFY APPEAL PROCEDURES FOR SPECIAL ANIMAL PERMITS, AND FINDING OF CATEGORICAL EXEMPTION FROM CEQA](#)

RECOMMENDATION:

Staff recommends the City Council introduce for first reading Ordinance No. 2024-XX amending Title 3 (Animal Regulations) of the Costa Mesa Municipal Code by amending Chapter I (In General) and Chapter VI (Special Animal Permit) to allow for the lawful keeping of bees and/or hives within the city and to clarify appeal procedures for special animal permits, and find the Ordinance Categorically Exempt from CEQA.

Attachments: [1. CMMC BEEKEEPING ORDINANCE](#)

OLD BUSINESS: None.

NEW BUSINESS:

1. [AMENDMENTS TO PROFESSIONAL SERVICES AGREEMENTS WITH 24-355 SPIN AND FAMILIES FORWARD TO EXPAND EVICTION PREVENTION SERVICES FOR COSTA MESA RESIDENTS](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve Amendment No. One to the Professional Services Agreement with Families Forward, amending the Scope to allow eviction prevention services for Costa Mesa residents.
2. Approve Amendment No. One to the Professional Services Agreement with Serving People In Need (SPIN), amending the Scope to allow eviction prevention services for Costa Mesa residents.
3. Authorize the City Manager and City Clerk to execute all agreements and any amendments to the agreements.

Attachments: [1. Amendment No. 1 to PSA with SPIN](#)
[2. Amendment No. 1 to PSA with Families Forward, Inc.](#)

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

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-326

Meeting Date: 10/1/2024

TITLE:

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

RECOMMENDATION:

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



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-329

Meeting Date: 10/1/2024

TITLE:

READING FOLDER

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

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Jeanie Charlotte O'Keefe, Juan Gonzales, and Miguel Villana Allende.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-332

Meeting Date: 10/1/2024

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the minutes of the regular meeting of September 17, 2024.



REGULAR CITY COUNCIL AND HOUSING AUTHORITY TUESDAY, SEPTEMBER 17, 2024 - MINUTES

CALL TO ORDER –The Closed Session meeting was called to order by Mayor Pro Tem Harlan at 5:00 p.m.

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Marr Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens (participating remotely).

Absent: Council Member Harper.

Mayor Stephens stated he was participating remotely pursuant to AB 2449 due to an illness and disclosed there were no other adults present.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEM:

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to California Government Code Section 54956.8

Fairview Developmental Center; APN: 420-012-16

Property: 2501 Harbor Blvd., Costa Mesa, CA 92626

Agency Negotiators: Lori Ann Farrell Harrison, City Manager

Negotiating Parties: State of California

Under Negotiation: Price and Terms of Payment

City Council recessed at 5:05 p.m. for Closed Session.

Closed Session adjourned at 5:55 p.m.

CALL TO ORDER - The Regular City Council and Housing Authority meeting was called to order by Mayor Pro Tem Harlan at 6:07 p.m.

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE – The National Anthem was played by Mariachi Juvenil Herencia Michoacana, and the Mayor Pro Tem led the Pledge of Allegiance.

MOMENT OF SOLEMN EXPRESSION – Led by Calvary Chapel Dave Manne, Pastor Emeritus.

Mayor Stephens stated he was participating remotely pursuant to AB 2449 due to an illness and disclosed that two adults, his wife and his son, were present at the location.

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens (participating remotely).

Absent: Council Member Harper.

CITY ATTORNEY CLOSED SESSION REPORT – No reportable action.

PRESENTATIONS:

The City Council recognized the Arts of Jiu Jit Su Athletes.

The City Council recognized September as Hispanic Heritage Month 2024, and recognized the Prada family, Resilience OC, and Promotoras De Salud OC.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Vicki Johnson, spoke in opposition of Costa Mesa joining the Orange County Power Authority.

Wendy Leece, Costa Mesa, spoke in opposition of Costa Mesa joining the Orange County Power Authority, spoke on Consent Calendar item #6 and in opposition of the work completed on 19th St.

Carmen Ramirez, spoke on people dumping trash and furniture in the neighborhood, and requested enforcement notices to be sent to the property owners.

Speaker, spoke on permit parking not being enforced on nights and weekends, spoke on the rental assistance program and that housing is a State issue, spoke against a crosswalk at Center St. and Placentia Ave., spoke on Measure K and the Bear Street development project, and spoke on the performance of the City Council.

Minerva Flores, spoke on receiving an eviction notice and only given two months to move.

Bertha Orozco, requested a traffic signal at Baker St. and College St., and requested parking enforcement tree maintenance and street sweeping.

David Martinez, spoke on consent calendar item #6 and spoke in support of the safety improvements on the roads.

Alicia Esquivel, spoke on an event on Shalimar Street and that people received parking tickets, requested flexibility during community events due to a lack of parking, and spoke on speeding issues on Wilson St. at 7:00 a.m.

Andrew Barnes spoke in support of traffic safety and in support of changes for bike and pedestrian safety.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Reynolds spoke on an event on September 21st regarding opportunities to lower energy bills, a Costa Mesa Historical Society community bike ride on September 28th, spoke in support of volunteering on PTA's and fundraising drives, shared data on the W. 19th Street project regarding safety, spoke on celebrating Hispanic Heritage Month, and spoke on building relationships.

Council Member Chavez wished everybody a Happy Hispanic Heritage Month, spoke on building relationships, spoke on National Voter Registration Day, a Save Our Youth (SOY) open house on September 18th, spoke on reporting graffiti on the 311 App, spoke on enforcement of parking permits, spoke on the need for a crosswalk on Placentia and Center Street, and that he is working with staff on the Plumer Street alleyway improvements.

Council Member Gameros spoke on remembering 9/11 and dedicating the meeting in memory of those that gave their lives on 9/11, spoke on the ARTventure event, congratulated Sergeant Miles on his retirement, congratulated the traffic safety bureau on the bike rodeo, recognized the Fire and Rescue teams on their deployment to other areas, and spoke on the Scarecrow Festival on October 12th.

Council Member Marr spoke on Hispanic Heritage Month, indicated she would like agenda item for discussion the Commercial Parking Standards, inquired on the beekeeping ordinance, and praised Steve Ely, Director of Information Technology, for participating in the Veterans Surf Camp.

Mayor Pro Tem Harlan spoke on the Fire Station 4 groundbreaking, spoke on the ARTventure event and on supporting local artists.

Mayor Stephens spoke on the Fire Station 4 groundbreaking, recognized the Fire and Rescue teams on their deployment to other areas, spoke on attending the Families Forward Gala, spoke on being on a panel at the Genesis Bank Catalyst Expo, and spoke on the Rising Above Disabilities (RAD) Camp Gala on September 29th.

REPORT – CITY MANAGER

The City Manager recognized the Fire and Rescue teams on their deployment to other areas, spoke on remembering 9/11, spoke on National Preparedness Month and a Fire Station open house on October 5th, spoke on the Artventure event, spoke on Hispanic Heritage Month, spoke on being a keynote speaker at a Prayer Breakfast at Vanguard University, spoke on a small business clinic on September 26th, spoke on enforcement of residential parking permits and provided data, and recognized Hispanic staff members Cecilia Gallardo-Daly, Alma Reyes, Sergio Escobar, Ivis Torres, Francine Jimenez, and Carol Molina,

REPORT – CITY ATTORNEY – NONE.

CONSENT CALENDAR

MOVED/SECOND: Council Member Chavez/Council Member Reynolds

MOTION: Approve the Consent Calendar except for item number 5.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Harper.

Abstain: Council Member Gameros recused himself on item #3 the Warrant Resolution due to his wife being employed by Priceless Pet Rescue.

Motion carried: 6-0-1

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

ACTION:

City Council and Housing Authority approved the reading by title only and waived further reading of Ordinances and Resolutions.

2. READING FOLDER

ACTION:

City Council received and filed Claims received by the City Clerk and authorized staff to reject any and all Claims: Jennifer Nieto, Irvine Company-Enclave.

3. ADOPTION OF WARRANT RESOLUTION

Council Member Gameros recused himself due to his wife being employed by Priceless Pet Rescue.

ACTION:

City Council approved Warrant Resolution No. 2723.

4. MINUTES

ACTION:

City Council approved the minutes of the Special meeting of April 19, 2024, the Study Session meeting of June 11, 2024, and the Regular meeting of September 3, 2024.

6. ACCEPTANCE OF THE PLACENTIA AVENUE, WEST 19TH STREET, AND EAST 17TH STREET PAVEMENT REHABILITATION, BICYCLE FACILITY, AND STRIPING IMPROVEMENTS PROJECT, CITY PROJECT NO. 22-08

ACTION:

The City Council:

1. Accepted the work performed by All American Asphalt, Inc., 400 East Sixth Street, Corona, California 92879 for the Placentia Avenue, West 19th Street, and East 17th Street Pavement Rehabilitation, Bicycle Facility, and Striping Improvements Project, City Project No. 22-08., and authorized the City Clerk to file the Notice of Completion.

2. Authorized the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; authorized release of the Labor and

Material Bond seven (7) months after the filing date; and release of the Faithful Performance Bond one (1) year after the filing date.

7. RESPONSES TO ORANGE COUNTY GRAND JURY REPORT - E-BIKES FRIEND OR FOE

ACTION:

The City Council approved the draft responses to Findings 1-3 and Recommendations 1-3 in the Orange County Grand Jury (OCGJ) Report titled "E-Bikes Friend or Foe."

ITEM PULLED FROM THE CONSENT CALENDAR

5. MOBILE VIDEO SYSTEM (MVS) REPLACEMENT AND PURCHASE WITH AXON ENTERPRISE, INC.

Public Comment:

Ralph Taboada, Costa Mesa, stated the item should have been placed under New Business for discussion.

MOVED/SECOND: Council Member Chavez/Council Member Reynolds

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Harper.

Abstain: None.

Motion carried: 6-0-1

ACTION:

The City Council:

1. Authorized the purchase of a mobile video system (MVS) from Axon Enterprise, Inc. (Axon) through the Omnia Partners Cooperative Agreement Contract # 3544-21-4615 in the amount of \$6,949,522 as part of a 10-year agreement to replace the Police Department's current MVS.
2. Authorized a 1.5% contingency in the amount of \$104,243 for unforeseen costs relating to the replacement of the police department's current MVS.
3. Authorized the City Manager and City Attorney to execute an agreement with Axon Enterprise, in a form approved by the City Attorney.

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

PUBLIC HEARINGS: NONE.

OLD BUSINESS:

1. CITY COUNCIL SECOND READING AND ADOPTION OF ORDINANCE TO INCREASE CITY COUNCIL COMPENSATION

Presentation by Ms. Farrell Harrison, City Manager

Public Comments:

Wendy Leece, Costa Mesa, spoke in opposition to an increase in the Council Compensation.

MOVED/SECOND: Council Member Gameros/Council Member Marr

The motion carried by the following roll call vote:

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

Nays: Mayor Pro Tem Harlan.

Absent: Council Member Harper.

Abstain: None.

Motion carried: 5-1-1

ACTION:

The City Council give second reading to and adopted, Ordinance No. 2024-11 increasing the City Council compensation effective after the general election, with the new City Council in December 2024.

NEW BUSINESS:

1. APPROVAL OF SIDE LETTER WITH THE COSTA MESA CITY EMPLOYEES ASSOCIATION REGARDING THE TELECOMMUNICATIONS BUREAU AND UPDATES TO THE POLICE DEPARTMENT HIRING AND REFERRAL INCENTIVE PROGRAM

Presentation by Ms. Lee, Human Resources Manager.

Public Comment: None.

MOVED/SECOND: Council Member Gameros/Council Member Marr

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Harper.

Abstain: None.

Motion carried: 6-0-1

ACTION:

The City Council:

1. Approved and Adopted the Side Letter with the City Employees Association.
2. Approved and Adopted Resolution Number 2024-41 renaming Communications classifications and updating pay rates.
3. Approve and Adopted Resolution Number 2024-42 establishing the Reserve Senior Public Safety Dispatcher.
4. Approved the certified Fiscal Impact Analysis.
5. Authorized the City Manager and members of the City's Negotiation Team to execute the Side Letter documents.
6. Approved an appropriation increase of \$355,866 in the FY 2024/2025 for one-time incentives for the retention and retroactive overtime costs and the new Hiring and Referral Incentive Program.
7. Approved an appropriation increase of \$363,913 in the FY 2024/2025 for recurring costs due to compensation adjustments for the Police Department dispatch staff.

2. AMENDMENTS TO PROFESSIONAL SERVICE AGREEMENTS WITH MERCY HOUSE & BRACKEN'S KITCHEN FOR SERVICES AT THE COSTA MESA BRIDGE SHELTER

Presentation by Mr. Robbins, Neighborhood Improvement Manager.

Public Comment: None.

MOVED/SECOND: Council Member Chavez/Council Member Reynolds

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Harper.

Abstain: None.

Motion carried: 6-0-1

ACTION:

The City Council:

1. Approved Amendment No. 2 to the Professional Services Agreement with Mercy House, increasing the compensation by \$197,894 for a new annual not-to-exceed amount of \$2,383,180.
2. Approved Amendment No. 4 to the Professional Services Agreement with Bracken's Kitchen, increasing the compensation by \$91,250 for a new annual not-to-exceed

amount of \$492,750.

3. Authorized the City Manager and City Clerk to execute all agreements and any amendments to the agreements.

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

ADJOURNMENT – Mayor Pro Tem Harlan adjourned the meeting at 8:35 p.m. in remembrance of the first responders that lost their lives on 9/11.

Minutes adopted on this 1st day of October, 2024.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-343

Meeting Date: 10/1/2024

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: FINANCE DEPARTMENT

PRESENTED BY: CAROL MOLINA, FINANCE DIRECTOR

CONTACT INFORMATION: CAROL MOLINA, FINANCE DIRECTOR AT (714) 754-5243

RECOMMENDATION:

City Council approve Warrant Resolution No. 2724.

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. 24-19 On Cycle for \$3,627,701.28, and City operating expenses for \$4,709,303.82.

Bank: CITY
Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0249953	09/06/24	O	Galls LLC <i>Line Description: Overflow</i>	0000002297	0.00
TOTAL					0.00

(6,990.00)
404,682.68
115,994.08
0.00
4,160.00
681.99
518,528.75

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0249664	9/5/2024	V	West Coast Fence Co	0000021495	08/09/24	(6,990.00)
			Line Description: Did not received payment.			
					TOTAL	(\$6,990.00)

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0249875	09/06/24	P	Allied Restoration Services, Inc	0000029481	23,752.00
			Line Description: Duct Cleaning @ CM Bridge Shel		
0249876	09/06/24	P	Benefit Coordinators Corp	0000029594	42,750.40
			Line Description: Dental Ins Prem		
0249877	09/06/24	P	Catering by Mix Mix	0000030341	21,690.08
			Line Description: SALES TAX (7.75%) Artventure Catering Svc		
0249878	09/06/24	P	Long Beach BMW	0000015745	35,514.10
			Line Description: Sales Tax 7.75% Installation BMW Rifle Mounts Ancillary Accessoreis BMW Rifle Mount Brackets 2024 BMW R1250RT- Police Motor Other Fees: Doc Fees, Tire Fee CHP Ticket Book Box Shop Supply		
0249879	09/06/24	P	NeWave Construction Inc	0000024108	25,000.00
			Line Description: Door Repairs, paint touch & do		
0249880	09/06/24	P	Southern California Edison Company	0000004088	20,991.93
			Line Description: 3460 Smalley 8/1-8/29/24 360 W Wilson 7/30-8/27/24 Sr Ctr 7/30-8/27/24 1624 Gisler 8/1-8/29/24 348 E 17th 7/26-8/25/24 3129 Harbor 8/1-8/29/24 Davis Field 7/30-8/27/24 NHCC 7/30-8/27/24		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 1895 Irvine 8/1-8/29/24 3349 Sakioka 7/26-8/25/24 3351 Sakioka 7/26-8/25/24 1860 Anaheim 7/31-8/28/24 702 Victoria 7/31-8/28/24 702 1/2 Victoria 7/31-8/28/24		
0249881	09/06/24	P	Timothy Campagna	0000030946	19,952.81
			<i>Line Description:</i> Property Settlement-11/20/23		
0249882	09/06/24	P	Wittman Enterprises LLC	0000026639	23,552.00
			<i>Line Description:</i> July Srvs 2024		
0249883	09/06/24	P	4Leaf Inc	0000029711	4,702.04
			<i>Line Description:</i> Plan Review-July 2024		
0249884	09/06/24	P	ARTime Barro LLC	0000030906	1,125.00
			<i>Line Description:</i> Art Crawl Pottery Workshop		
0249885	09/06/24	P	AT & T	0000001107	1,229.11
			<i>Line Description:</i> Red Phone Fire Sta#6 NCC Fire Alarm Lions Park Baseball Field DRC Fire Alarm WSS Alarm Jack Hamett Sports Complex Fire Emergency Line Metro Net PRI Circuit Inbound Trunk 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		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0249886	09/06/24	P	AT & T	0000001107	85.60
		Line Description: Internet-Skate Park Camera			
0249887	09/06/24	P	AT & T Teleconference Services	0000001107	564.17
		Line Description: Teleconference Svc-July 24			
0249888	09/06/24	P	Backhaus Dance	0000030728	1,500.00
		Line Description: ArtVenture Entertainment			
0249889	09/06/24	P	Ben Fu	0000030944	328.92
		Line Description: Airfaire Reimbursement			
0249890	09/06/24	P	Bob Baker Marionette Theater	0000030407	1,600.00
		Line Description: Artventure Entertainment			
0249891	09/06/24	P	Brandy Young-Guzman	0000029791	750.00
		Line Description: Artventure Photo Svc			
0249892	09/06/24	P	Bureau Veritas North America Inc	0000016616	2,409.76
		Line Description: Plan Check Svc Plan Check Svc			
0249893	09/06/24	P	CLEA	0000004754	3,552.00
		Line Description: Long Term Disability			
0249894	09/06/24	P	CSG Consultants Inc	0000001887	1,834.37
		Line Description: Building Plan Review-Jul 24			

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0249895	09/06/24	P	Chefs Toys	0000019138	8,695.50
			Line Description: SALES TAX (7.75%) KITCHEN SUPPLIES & EQUIPMENT		
0249896	09/06/24	P	Costa Mesa Lock & Key	0000001817	3,542.35
			Line Description: Remove Existing Mechanical Loc Replace Electrified Mortise		
0249897	09/06/24	P	Crisp Imaging	0000025539	105.55
			Line Description: Plotter Supplies		
0249898	09/06/24	P	Crown Castle	0000030629	14,000.00
			Line Description: Replace check #0247309		
0249899	09/06/24	P	David Etnire	0000030919	60.00
			Line Description: Basketball Referee 8/28/24		
0249900	09/06/24	P	Dell Computer Corp	0000001962	1,617.07
			Line Description: OPTIPLEX ENVIRONMENTAL FEE SALES TAX (7.75%)		
0249901	09/06/24	P	Dymond Media	0000030404	4,950.00
			Line Description: Artventure Awards Ceremony		
0249902	09/06/24	P	FALCK MOBILE HEALTH CORP.	0000019807	4,650.00
			Line Description: Surge Unit-July 2024		
0249903	09/06/24	P	Ferguson Enterprises Inc #1350	0000007785	743.93
			Line Description: Plumbing Supplies		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Plumbing Supplies Plumbing Supplies Plumbing Supplies		
0249904	09/06/24	P	Flock Safety	0000030143	800.00
			Line Description: Camera Replacement		
0249905	09/06/24	P	Fuel Pros Inc	0000026476	2,603.57
			Line Description: CY DO Inspection-Jul 24 FS#2 DO Inspection-Jul 24 CPU Pump#3 Replace @ CY FS #6 DO Inspection-Jul 24		
0249906	09/06/24	P	GIGA Corp	0000030748	3,000.00
			Line Description: EZ ACCESS PATHWAY HD STAIR SYS		
0249907	09/06/24	P	Galls LLC	0000002297	3,695.03
			Line Description: Uniform-Storey Uniform-Harris Uniform-Johnson Uniform-Neale Uniform-Johnson Uniform-Guzman Uniform-Gutierrez Uniform-Neals Safety Vest-Ott Safety Vest-Ocampo Uniform-Moore		
0249908	09/06/24	P	Going Steady Studios	0000030344	3,133.83
			Line Description: SALES TAX (7.75%) LABOR/DELIVERY MINI BOUQUETS GROUND PIECES		

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> BAR PIECES BUD VASES-Event Date 9/21/24		
0249909	09/06/24	P	Grainger	0000002393	4,747.93
			<i>Line Description:</i> Shipping BIKE SHELTER Tax 7.75% Shipping Hardware BIKE SHELTER Sales Tax 7.75% BIKE SHELTER Shipping Sales Tax 7.75%		
0249910	09/06/24	P	Harbor Pointe Air Conditioning & Control	0000030908	6,824.76
			<i>Line Description:</i> Restroom Exhaust Fan upgrade @		
0249911	09/06/24	P	Interwest Consulting Group Inc	0000021505	430.00
			<i>Line Description:</i> Plan Review Svc-May 24		
0249912	09/06/24	P	James Festini	0000030903	500.00
			<i>Line Description:</i> Artventure Chalk Art		
0249913	09/06/24	P	Joey Stupor	0000030901	850.00
			<i>Line Description:</i> Artventure Live Painting		
0249914	09/06/24	P	KLN Lifestyle LLC	0000029802	500.00
			<i>Line Description:</i> Artventure Vendor		
0249915	09/06/24	P	Manufactured Home Inspection, INC.	0000030219	4,250.00
			<i>Line Description:</i> Rehab Grant 1845 Monrovia		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0249916	09/06/24	P	Monica Ramos Thaller	0000030904	275.00
			Line Description: Artventure Chalk Mural		
0249917	09/06/24	P	Norwood Management LLC	0000029243	13,659.00
			Line Description: 1940 Placentia Lease-Sept 24		
0249918	09/06/24	P	Nuria Martinez	0000030379	600.00
			Line Description: Artventure Chalk Mural		
0249919	09/06/24	P	Orange County Mosquito & Vector Control	0000021750	634.60
			Line Description: Inspection&Treament FVP July		
0249920	09/06/24	P	Orange County Museum of Art	0000017995	7,225.00
			Line Description: Artventure Venue Rental		
0249921	09/06/24	P	Planet Plexi Corp	0000028864	10,073.80
			Line Description: SALES TAX (7.75%) Dep KOMOTEX PANEL DIVIDERS Dep DELIVERY & INSTALLATION Dep		
0249922	09/06/24	P	Prudential Overall Supply	0000025480	968.15
			Line Description: Towel Svc Fleet Kuly 24 Fleet Uniforms July 24 Parks Unifors-Jul 24 Facilities Uniform July 24 St Traffic OP Uniform July 24		
0249923	09/06/24	P	Salina Mendoza	0000030905	850.00
			Line Description: Artventure Live Painting		

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>
0249924	09/06/24	P	Salsbury Industries	0000009240	3,026.21
		<i>Line Description:</i>	SHIPPING PLASTIC LOCKER SALES TAX (7.75%)		
0249925	09/06/24	P	Segerstrom Center for the Arts	0000005321	8,962.00
		<i>Line Description:</i>	Seferstrom Cntr Play Tickets		
0249926	09/06/24	P	Signature Party Rentals	0000026916	3,996.58
		<i>Line Description:</i>	LABOR DELIVERY ArtVenture Awards Staging/Lht		
0249927	09/06/24	P	SiteOne Landscape Supply LLC	0000024133	3,075.07
		<i>Line Description:</i>	Equipment for TAC		
0249928	09/06/24	P	Sonia Marie Olivas	0000030902	300.00
		<i>Line Description:</i>	Artventure Event Date 9/14/24		
0249929	09/06/24	P	South Coast Repertory	0000010224	8,995.00
		<i>Line Description:</i>	South Coast Repertory Tickets		
0249930	09/06/24	P	Southern California Gas Company	0000004092	162.83
		<i>Line Description:</i>	FS#6 7/25-8/26/24		
0249931	09/06/24	P	Stacy Moffatt	0000030375	400.00
		<i>Line Description:</i>	Artventure Chalk Artwork		

SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0249932	09/06/24	P	Susan Lachner	0000025019	150.00
			Line Description: Artventure Live Music		
0249933	09/06/24	P	Terrell Thorogood	0000030424	60.00
			Line Description: Basketball Referee 8/28/24		
0249934	09/06/24	P	The Code Group Inc	0000025073	7,260.00
			Line Description: Consulting Staffing Services		
0249935	09/06/24	P	Timothy Lee Campbell	0000029859	1,200.00
			Line Description: Artventure Artwork Installatn		
0249936	09/06/24	P	US Bank	0000002228	7,768.98
			Line Description: Payroll Deduction 24-17		
0249937	09/06/24	P	Vanguard University	0000008496	150.00
			Line Description: Artventure Performance		
0249938	09/06/24	P	Verizon Wireless	0000008717	2,109.93
			Line Description: 7/18-8/17/24 Cell Srvs		
			7/18-8/17 Cell & Hotspot		
0249939	09/06/24	P	Vulcan Materials Company	0000007403	1,328.96
			Line Description: Asphalt Potholes Sidewalk Ramp		
			Asphalt Potholes Sidewalk Ramp		
			Asphalt Potholes Sidewalk Ramp		
			Asphalt Potholes Sidewalk Ramp		
			Asphalt Potholes Sidewalk Ramp		
0249940	09/06/24	P	West Coast Fence Co	0000021495	6,990.00

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> Fence Rental Fairview Park CS Fence Rental Fairview Park CS		
0249941	09/06/24	P	Wintech Solutions Inc	0000012563	11,487.00
			<i>Line Description:</i> INSTALL WINDOW TINT AT BRIDGE		
0249942	09/06/24	P	World Oil Environmental Services	0000001088	390.74
			<i>Line Description:</i> Collection of Used Oil Filters Collection Waste Solids 55 Gal Collection of Used Oil Waste S		
TOTAL					\$404,682.66

Bank: CITY
Cycle: AMNNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0249943	09/06/24	P	Bracken's Kitchen Inc	0000029468	15,771.94
			Line Description: Shelter Meal Svs 6/17-630/24		
0249944	09/06/24	P	CPS HR Consulting	0000001791	23,750.00
			Line Description: Talent Acquisition & Consulting		
0249945	09/06/24	P	Debra L Reilly	0000027475	35,250.00
			Line Description: Workplace Investigation Workplace Investigation		
0249946	09/06/24	P	Ai Ley Tan	0000029642	250.00
			Line Description: Yoga Session-6/5/24		
0249947	09/06/24	P	Akeso Occupational Health	0000029274	1,110.15
			Line Description: Safety Physical Pre Employment Physical PHysical DOT Pre Employment Physical Safety Physicals Pre Employment Physical		
0249948	09/06/24	P	Carelon Behavioral Health of California	0000030107	3,789.62
			Line Description: Employee Assistance Prog-May24 Employee Assist Progr-Jun 24 Disruptive Event Mgmt 6/6/24		
0249949	09/06/24	P	Carl Warren & Company	0000001578	4,147.00
			Line Description: Wkrs Comp Admin Fee-Jun 24		
0249950	09/06/24	P	Ford Fleet Care	0000026262	5,878.19
			Line Description: Repairs-May 2024		

Bank: CITY
Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0249951	09/06/24	P	Gallagher Benefit Services, Inc	0000030677	1,896.25
		Line Description:	General Consulting General Consulting Svc		
0249952	09/06/24	P	Galls LLC	0000002297	1,033.53
		Line Description:	Uniform-Garcia Uniform-Garcia Uniform-Scheiber Uniform-Azcona Uniform-Neale Uniform-Garcia Uniform-Bonahora Uniform-Stefano Uniform-Bonahora Credit Uniform-Senger Credit Uniform-johnson Uniform-Flores Uniform-Korionoff Uniform-Anderson Uniform-Anderson Uniform-Anderson Uniform-Johnson Uniform-Johnson Uniform-Johnson Uniform-Maldonado Uniform-Johnson Uniform-Scheiber		
0249954	09/06/24	P	Harbor All Glass & Mirror Inc	0000002453	1,091.00
		Line Description:	DRC Glass Replacement Bottom Sweep		
0249955	09/06/24	P	Joe Mar Polygraph & Investigation	0000027462	4,250.00
		Line Description:	Pre Employment Polygraph		

Bank: CITY
Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Description:	Pre Employment Polygraph		
			Pre Employment Polygraph		
			Pre Employment Polygraph		
			Pre Employment Polygraph		
0249956	09/06/24	P	Occu Med	0000003388	13,336.41
		Line Description:	Pre-Employment Physical		
			Pre-Employment Medical		
			Pre-Employment Physicals		
			Pre-Employment Physicals		
0249957	09/06/24	P	Shaw HR Consulting Inc	0000021706	1,600.00
		Line Description:	Reasonable Accomodations June2		
			Reasonable Accomodations		
			Reasonable Accomodations		
			Reasonable Accomodations		
0249958	09/06/24	P	The Counseling Team International	0000026352	740.00
		Line Description:	Psychotherapy Svc		
0249959	09/06/24	P	Youngblood & Associates	0000029630	2,100.00
		Line Description:	Pre Employment Polygraph		
			Pre Employment Polygraph		
			Pre Employment Polygraph		
TOTAL					\$115,994.09

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018371	09/04/24	P	Jack R. Sweeney	0000030173	4,160.00
			Line Description: 3190 Airport Loop-Sep 24		
TOTAL					\$4,160.00

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018372	09/06/24	P	Carol Molina	0000029532	45.63
		Line Description: Conference Parking Fee			
018373	09/06/24	P	Jasmine Vega	0000026256	62.76
		Line Description: Pathway for Women Conf			
018374	09/06/24	P	Nicholas Harbert	0000030655	310.50
		Line Description: Auto Theft Investigators			
018375	09/06/24	P	Stacy Teran	0000029964	263.10
		Line Description: 24 City Clerks Seminar Flight			
TOTAL					\$681.99

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0249968	09/13/24	O	Galls LLC <i>Line Description: Overflow</i>	0000002297	0.00
0249969	09/13/24	O	Galls LLC <i>Line Description: Overflow</i>	0000002297	0.00
0249977	09/13/24	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
0249997	09/13/24	O	CBE <i>Line Description: Overflow</i>	0000015149	0.00
TOTAL					0.00

AP Run Total - 9/13/24

26,545.82
2,315,161.18
2,575.70
0.00
0.00
0.00
<u>\$ 2,344,282.70</u>

SUMMARY CHECK REGISTER

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0249960	09/13/24	P	BrightView Landscape Services Inc	0000026055	204,688.25
			Line Description: Landscape Main-Aug 2024		
0249961	09/13/24	P	Cabco Yellow Inc	0000028576	35,581.75
			Line Description: Sr Medical Trnsptn-Jul 24		
			Sr Mobility Prog-Jul 24		
0249962	09/13/24	P	Cal Stripe Inc	0000029093	39,456.75
			Line Description: Signing & Striping Modificatio		
0249963	09/13/24	P	California Police Chiefs Association	0000001510	23,000.00
			Line Description: Executive Leadership Training		
			Executive Leadership Training		
0249964	09/13/24	P	Canon Financial Services Inc	0000023241	17,765.45
			Line Description: Copier Lease 6/20-7/19/24		
			Copier Lease 6/20-7/19/24		
			Copier Lease 7/20-8/19/24		
			Copier Lease 6/20-7/19/24		
			Copier Lease 8/20-9/19/24		
			Copier Leaes-Jul 2024		
			Copier Usage-Jun 2024		
			Copier Lease-Aug 2024		
			Copier Usage-Jul 2024		
			Copier Lease 6/20-7/19/24		
			Copier Lease 7/20-8/19/24		
0249965	09/13/24	P	City of Brea	0000008323	49,537.00
			Line Description: 2024-25 ILJACOC Mbrshp		
0249966	09/13/24	P	County of Orange	0000007209	98,953.81
			Line Description: 800 MHz Cost Allctn JUL-Sep 24		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0249967	09/13/24	P	Galls LLC	0000002297	20,531.37
<i>Line Description:</i>					
Uniform-Hermes					
Uniform-Loughlin					
Uniform-Pham					
Uniform-Ammann					
Uniform-Poulter					
Uniform-Ceballos					
Uniform-Brown					
Uniform-Loughlin					
Uniform-Poulter					
Uniform-Rueda					
Safety Vest-Sanchez					
Uniform-Santos					
Uniform-Garcia					
Uniform-Wilson					
Uniform-Azcona					
Uniform-Vaughn					
Uniform-Heredia					
Uniform-Hagan					
Price Agreement					
Uniform-Osborne					
Uniform-Sevilla					
Credit Uniform-Sevilla					
Uniform-Reyna					
Uniform-Banks					
Uniform-Hermes					
Uniform-Godina					
Uniform-Muck					
Uniform-Gomez					
Uniform-Korte					
Uniform-Chawla					
Uniform-Chawla					
Uniform-Mauser					
Uniform-Montoya					
Uniform-Getz					
Uniform-Wilson					
Uniform-Carbajal					

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Unform-Luu Unform-Hernandez Unform-Carbury Unform-Sanchez Unform-Marinez Unform-Cordero Unform-Garcia Unform-Ortiz Unform-Kuo Unform-Shawn Unform-Saoukhaseum		
0249970	09/13/24	P	JFK Transportation Co., Inc.	0000030141	20,049.75
			Line Description: Day Camp Bus Transportation Day Camp Bus Transportation Day Camp Bus Transportation Day Camp Bus Transportation Day Camp Bus Transportation Day Camp Bus Transportation Day Camp Bus Transportation Day Camp Bus Transportation Day Camp Bus Transportation Day Camp Bus Transportation Day Camp Bus Transportation Day Camp Bus Transportation Day Camp Bus Transportation Day Camp Bus Transportation Day Camp Bus Transportation Day Camp Bus Transportation		
0249971	09/13/24	P	Law Office of Rober Stutman	0000030957	27,500.00
			Line Description: Property Damage Stlmnt-11/24/2		
0249972	09/13/24	P	Lyons Security Service Inc	0000027168	68,524.62
			Line Description: Security Srvs Aug 24		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Security Svcs July PROFESSIONAL SERVICE AGREEMENT Security Svcs Aug 2024 Security Svcs CIP July24 Security Svcs Wilson July24 Security Svcs Rea July 24 Security Svcs Whittier July24 24 Hr Security Lions Park Security Svcs Aug 2024 Security Svcs Aug 2024		
0249973	09/13/24	P	Musco Sports Lighting LLC	0000009418	687,445.00
			<i>Line Description:</i> Upgrade sports field lighting		
0249974	09/13/24	P	R&M Electrical Contracting	0000030498	368,074.65
			<i>Line Description:</i> PW Agreement City Project No.		
0249975	09/13/24	P	San Joaquin Hills Transportation	0000003903	133,504.11
			<i>Line Description:</i> SJH Fees-Nov 2023 SJH Fees-Aug 2024		
0249976	09/13/24	P	Southern California Edison Company	0000004088	109,321.03
			<i>Line Description:</i> 567 W 18th 8/5-9/3/24 745 W 19th 8/5-9/3/24 Signals 7/9-8/6/24 Joann St Bike Trail Aug 24 1035 Park Crest 8/2-9/2/24 1990 Placentia 8/6-9/4/24 Parks Maint 7/9-8/6/24 885 Junipero 8/2-9/2/24 707 W 18th 8/7-9/5/24 711 W 18th 8/7-9/5/24 734 James 8/7-9/5/24 740 James 8/7-9/5/24 744 James 8/7-9/5/24		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 745 W 18th 8/7-9/5/24 744 James A 8/7-9/5/24 Sunflower/Plaza Aug 24 Loan8670 Sunflower/PlazaAug 24 Tennis Ctr 8/2-9/2/24 2750 Fairview 8/2-9/2/24 970 Arlington 8/2-9/2/24 980 Arlington 8/2-9/2/24 717 & 721 James 8/7-9/5/24 2301 Harbor 7/25-8/22/24 Volcom Skate Park 8/2-9/2/24 2590 Placentia B 8/7-9/5/24 BCC 8/7-9/5/24 Vet Hall 8/7-9/5/24 Fac & Equip 7/11-8/27/24 St Lights July 24 Baker/Royal Palm Aug 24 19th/NPT Aug 24 Npt Fwy/Baker Aug 24 SD Fwy On/Off Aug 24		
0249978	09/13/24	P	Tumble-N-Kids Inc	0000030098	15,364.70
			<i>Line Description:</i> Instructor Payment-Summer 24		
0249979	09/13/24	P	Tyler Technologies Inc	0000027279	166,884.21
			<i>Line Description:</i> SOFTWARE MAINTENANCE - MOBILE SOFTWARE MAINTENANCE - ENERGОВ		
0249980	09/13/24	P	West Coast Arborists Inc	0000004498	32,823.38
			<i>Line Description:</i> Tree Maint Srvs 8/1-8/15/24		
0249981	09/13/24	P	A & A Wiping Cloth Inc	0000018633	2,844.60
			<i>Line Description:</i> Warehouse Stock		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0249982	09/13/24	P	ARC	0000022726	800.07
			Line Description: Fire Values Poster 2024 Basketball Banners Name Foam Lables		
0249983	09/13/24	P	AT & T Mobility	0000001107	94.08
			Line Description: Dispatch Phones 7/12-8/11/24		
0249984	09/13/24	P	Achdjian Real Estate Advisory	0000030549	9,412.50
			Line Description: Real Property Svc 7/1-8/31/24		
0249985	09/13/24	P	Adam Ereth	0000029232	400.00
			Line Description: Planning Comm Mtng-Aug 24		
0249986	09/13/24	P	Alissa Taylor Beamish	0000030947	100.00
			Line Description: Refund Rec Dep 2008491.002		
0249987	09/13/24	P	American Alarm Systems Inc	0000008900	1,191.50
			Line Description: On-Site Service @BCC 24HR CENTRAL STATION SECURITY FS#1 Security Alarm Aug-Oct 24		
0249988	09/13/24	P	Angely Vallarta	0000029193	400.00
			Line Description: Planning Comm Mtng-Aug 24		
0249989	09/13/24	P	Arelys Lopez	0000030949	55.00
			Line Description: Refund Rec Dep 2008493.002		
0249990	09/13/24	P	Bartwood Construction, Inc	0000012314	3,620.93
			Line Description: Onsite Board Up Svc		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0249991	09/13/24	P	Blue Shield of California	0000028683	2,179.50
		Line Description:	Refund Ambulance Fee Refund Ambulance Fee Refund Ambulance Fee		
0249992	09/13/24	P	Brea Olinda Unified School Distrct	0000030936	600.00
		Line Description:	Refund Rec Dep 2008462.002		
0249993	09/13/24	P	Brett Bunger	0000030954	1,200.00
		Line Description:	Refund Permit EENC-24-0521		
0249994	09/13/24	P	Brian Hillard Karate	0000030959	1,248.00
		Line Description:	Instructor Pymnt-Summer 2024		
0249995	09/13/24	P	CALBO	0000001483	1,095.00
		Line Description:	Permit Tech Career Adv Academy		
0249996	09/13/24	P	CBE	0000015149	4,384.88
		Line Description:	Copier Maint 7/8-8/4/24 Copier Maint 7/5-8/4/24 Copier Maint 7/5-8/4/24 Copier Maint 7/5-8/4/24 BCC Copier Maint 7/5-8/4/24 DRC Copier Maint 7/5-8/4/24 Sr Cnt Copier Maint 7/5-8/4/24 Copier Maint 7/5-8/4/24 Copier Maint 8/5-9/4/24 Copier Maint 8/5-9/4/24 Copier Maint 8/5-9/4/24 Copier Maint 8/5-9/4/24 Copier Maint 7/5-8/4/24 Copier Maint 8/5-9/4/24		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Copier Maint 8/5-9/4/24 Copier Maint 7/58-8/4/24 Copier Maint 7/20-8/19/24 Copier Lease 7/5-8/4/24 Copier Lease 7/5-8/4/24 Copier Lease 8/5-9/4/24 Copier Lease 7/5-8/4/24 Copier Lease 8/5-9/4/24 Copier Lease 8/5-9/4/24 Copier Lease 7/5-8/4/24 Copier Maint 7/5-8/4/24 Copier Maint 8/5-9/4/24 Copier Maint 8/5-9/4/24 Copier Maint 7/5-8/4/24 Copier Maint 8/5-9/4/24 Copier Maint 8/5-9/4/24		
0249998	09/13/24	P	CDL Design Group	0000030930	3,800.00
			Line Description: Refund Permit PMCP-24-0017		
0249999	09/13/24	P	California Forensic Phlebotomy Inc	0000001500	4,840.16
			Line Description: Blood Draw Svc-Jul 2024		
0250000	09/13/24	P	Carol Beckers	0000030922	2,665.69
			Line Description: Refund Ambulance Fee		
0250001	09/13/24	P	Cascade Development Company LLC	0000029417	4,800.00
			Line Description: Refund Permit PS22-00811 Refund Permit PS22-00670		
0250002	09/13/24	P	Cindy Escobar	0000030934	250.00
			Line Description: Refund Rec Dep 2008465.002		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250003	09/13/24	P	City of Huntington Beach	0000002599	13,404.50
			Line Description: Helicopter Svc-Jul 2024		
0250004	09/13/24	P	Connell Chevrolet	0000001763	20.72
			Line Description: Handle		
0250005	09/13/24	P	Contender eSports Irvine	0000030257	453.70
			Line Description: Instructor Pymnet-Summer 24		
0250006	09/13/24	P	County of Orange	0000003486	4,454.32
			Line Description: Teletype Svc-Aug 2024		
			AFIS Fee-Aug 2024		
0250007	09/13/24	P	Cron & Associates Transcription Inc	0000016871	322.00
			Line Description: English Trascrition		
0250008	09/13/24	P	Daniel Ismail	0000030925	375.58
			Line Description: Refund Ambulance Fee		
0250009	09/13/24	P	Danika Murow	0000030948	20.00
			Line Description: Refund Dep Rec 2008511.002		
0250010	09/13/24	P	Data Ticket Inc	0000010929	5,760.86
			Line Description: Prkng Citation Processing-Jul		
0250011	09/13/24	P	David Martinez	0000014476	400.00
			Line Description: Planning Comm Mtng-Aug 24		
0250012	09/13/24	P	Ecolab Pest Elimination	0000024420	617.04

SUMMARY CHECK REGISTER

Bank: CITY
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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Park Pest Control Svc Aug-Oct		
0250013	09/13/24	P	Emergency Medical Services Authority	0000002120	111.00
			<i>Line Description:</i> EMT License Renewal-1 ppl EMT License Renewal-1 ppl EMT License Renewal-1 ppl		
0250014	09/13/24	P	Endemic Environmental Services Inc	0000021277	13,004.25
			<i>Line Description:</i> FVP Wetlands Maint-Aug 2024		
0250015	09/13/24	P	Entenmann Rovin Company	0000002130	269.49
			<i>Line Description:</i> Price Agreement		
0250016	09/13/24	P	Everett Dorey LLP	0000026882	3,476.00
			<i>Line Description:</i> Legal Svc-July 2024		
0250017	09/13/24	P	Expo Propane Inc	0000017819	2,494.29
			<i>Line Description:</i> Propane Delivery Svc-CY		
0250018	09/13/24	P	Farhan Chowdhury	0000030269	90.00
			<i>Line Description:</i> Basketball Referee 9/9/24		
0250019	09/13/24	P	Ferguson Enterprises Inc #1350	0000007785	23.13
			<i>Line Description:</i> Plumbing Supplies		
0250020	09/13/24	P	Forensic Nurse Specialists Inc	0000014039	3,000.00
			<i>Line Description:</i> Victim Physicals-Jun 2024		
0250021	09/13/24	P	Freedom Forever LLC	0000027477	755.47

Bank: CITY
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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Refund Permit BX23-00166 Refund Permit BXPV24-0024		
0250022	09/13/24	P	Fuel Pros Inc	0000026476	6,257.59
			Line Description: DO Inspection-FS #2 DO Inspection-CY FS #5 Service Call DO Inspection-FS #6		
0250023	09/13/24	P	Fundacion Corazones Magicos Inc	0000030392	750.00
			Line Description: Refund Rec Dep 2008497.002		
0250024	09/13/24	P	G & W Towing	0000002289	118.00
			Line Description: Towing Svc-#713		
0250025	09/13/24	P	Gabrielle McLean	0000030074	2,500.00
			Line Description: Deposit-Youth Art Wall Canvas		
0250026	09/13/24	P	Global College Advisers LLC	0000030958	315.00
			Line Description: Instructor Pymnt-Summer 2024		
0250027	09/13/24	P	Grainger	0000002393	1,366.91
			Line Description: Hardware Hardware Hardware Hardware Hardware		
0250028	09/13/24	P	Harbor Ali Glass & Mirror Inc	0000002453	498.44
			Line Description: Glass Replacement @ Sr Cntr		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250029	09/13/24	P	Hardy Windows	0000030882	690.00
		Line Description:	Refund Permit XWN-24-0061 Refund Permit BXWN-24-0059 Refund Permit BXWN-24-0065		
0250030	09/13/24	P	HdL Coren & Cone	0000007882	5,563.75
		Line Description:	Property Tax Svc Jul-Sep 24 2023-24 ACFR StatsticalPackage		
0250031	09/13/24	P	Healthy U	0000012092	1,319.50
		Line Description:	Instructor Payment-Summer 24		
0250032	09/13/24	P	Hi Standard Automotive LLC	0000002521	2,977.13
		Line Description:	Upfitting-Unit #790		
0250033	09/13/24	P	Howard Kim	0000030938	89.00
		Line Description:	Refund Permit RCON-24-2546		
0250034	09/13/24	P	Interstate Batteries of California Coast	0000002700	7,316.67
		Line Description:	Batteries Batteries Credit Returned Batteries Credit Returned Batteries Batteries Batteries Credit Retrned Batteries Core Pick Up Batteries		
0250035	09/13/24	P	Irv Seaver Motorcycles	0000010272	192.87
		Line Description:	Battery		

Bank: CITY
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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250036	09/13/24	P	Irvine Ranch Water District	0000005112	2,293.50
			<i>Line Description:</i> 220 E 23rd 8/7-9/9/24 170 Del Mar 8/6-9/9/24 261 Monte Vista 8/7-9/6/24 2603 Elden 8/6-9/9/24 106 Del Mar 8/7-9/9/24 308 University 8/7-9/6/24 258 Brentwood 8/7-9/6/24		
0250037	09/13/24	P	Jennifer Pullan	0000030951	43.75
			<i>Line Description:</i> Refund Rec Dep 2008490.002		
0250038	09/13/24	P	Jonathan Zich	0000026312	400.00
			<i>Line Description:</i> Planning Comm Mtng-Aug 24		
0250039	09/13/24	P	Jose Rojas	0000029411	400.00
			<i>Line Description:</i> Planning Comm Mtng-Aug 24		
0250040	09/13/24	P	KD Electric	0000030921	267.46
			<i>Line Description:</i> Refund Permit BELC-24-0190 Refund Permit BELC-24-0189		
0250041	09/13/24	P	Karen Klepack	0000030322	400.00
			<i>Line Description:</i> Planning Comm Mtng-Aug 24		
0250042	09/13/24	P	Ketelyn Campbell	0000030928	30.00
			<i>Line Description:</i> Refund Citation CM010029496		
0250043	09/13/24	P	Langlois Fancy Frozen Foods	0000030651	259.20
			<i>Line Description:</i> Jail Food Services August 24		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250044	09/13/24	P	Loomis	0000019082	528.16
			Line Description: Armored Car Services		
0250045	09/13/24	P	Mark Rapparport	0000030597	2,000.00
			Line Description: Refund Permitt PS20-00833		
0250046	09/13/24	P	Matthew Pavlovich	0000030924	1,781.97
			Line Description: Refund Ambulance Fee		
0250047	09/13/24	P	Melad & Associates	0000005068	1,959.50
			Line Description: Consulting Plan Check		
0250048	09/13/24	P	Melody Althaus	0000030931	327.00
			Line Description: Refund Rec Dep 2008450.002		
0250049	09/13/24	P	Michael E Raneses	0000027496	325.00
			Line Description: Hearing Officer Civil Citation		
0250050	09/13/24	P	Mike Raahauges Shooting Enterprises	0000006853	500.00
			Line Description: Pistol Range June 2024		
0250051	09/13/24	P	Mosaic Movement	0000030926	340.00
			Line Description: Refund Rec Dep 2008485.002		
0250052	09/13/24	P	OIHASC	0000030935	600.00
			Line Description: Refund Rec Dep 2008464.002		
			Refund Rec Dep 2008463.002		
0250053	09/13/24	P	Office Depot	0000003394	6,535.78

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Office Supplies-Maint Srvs Office Supplies-Marketing Office Supplies-Telecom Office Supplies-Finance Office Supplies-Police Office Supplies-Recreation Office Supplies-Transportation Office Supplies-Police Records Office Supplies-Senior Center Office Supplies-Police Invest Office Supplies-City Manager Office Supplies-Engineering		
0250054	09/13/24	P	One Time Plumbing	0000030953	500.00
			<i>Line Description:</i> Refund Permit EENC-24-0153		
0250055	09/13/24	P	Orange Coast Plumbing Inc	0000009431	500.00
			<i>Line Description:</i> Heller Park-Plumbing Srvs Heller Park-Plumbing Srvs		
0250056	09/13/24	P	Orange County Dept of Education	0000000442	1,000.00
			<i>Line Description:</i> Refund Permit 2008470.002 Refund 2008469.002		
0250057	09/13/24	P	Pacific Plumbing of Southern California	0000030657	542.00
			<i>Line Description:</i> Citywide Plumbing Services		
0250058	09/13/24	P	Pacific Symphony	0000030109	9,063.44
			<i>Line Description:</i> TICKETS		
0250059	09/13/24	P	Paulette Suiter	0000026820	1,235.00
			<i>Line Description:</i> Instructor Payment-Summer 24 Instructor Payment-Summer 24		

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>
0250060	09/13/24	P	Porcayobarrios Gerardo	0000030929	111.50
			<i>Line Description:</i> Refund Citation CM060028390		
0250061	09/13/24	P	Redemption Point	0000030956	250.00
			<i>Line Description:</i> Refund Rec Dep 2008486.002		
0250062	09/13/24	P	Rene Argueta	0000030950	53.00
			<i>Line Description:</i> Refund Rec Dep 2008492.002		
0250063	09/13/24	P	Ron Gorman	0000025863	598.00
			<i>Line Description:</i> Instructor Payment-Summer 24		
0250064	09/13/24	P	Rosa Castro	0000030933	250.00
			<i>Line Description:</i> Refund Rec Dep 2008466.002		
0250065	09/13/24	P	Roy Asuega	0000030955	1,192.50
			<i>Line Description:</i> Refund Rec Dept 2008488.002		
			Refund Rec Dep 2008489.002		
0250066	09/13/24	P	Roy Center	0000002158	3,277.95
			<i>Line Description:</i> Instructor Payment-Summer 24		
0250067	09/13/24	P	Russell Toler	0000029127	400.00
			<i>Line Description:</i> Planning Comm Mtng-Aug 24		
0250068	09/13/24	P	SHI International Corp	0000016007	2,460.77
			<i>Line Description:</i> ELECTRONIC EQUIPMENT		

SUMMARY CHECK REGISTER

Bank: CITY
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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250069	09/13/24	P	Shaw HR Consulting Inc	0000021706	8,484.20
		<i>Line Description:</i>	Reasonable Accommodations		
			Reasonable Accommodations		
			Reasonable Accommodations		
			Reasonable Accommodations		
			Reasonable Accommodations		
			Reasonable Accommodations		
0250070	09/13/24	P	Sims Orange Welding Supply Inc	0000004030	84.78
		<i>Line Description:</i>	Shop Supply		
			Shop Supply		
0250071	09/13/24	P	Sindy Munoz	0000030932	450.00
		<i>Line Description:</i>	Refund Rec Dep 2008467.002		
0250072	09/13/24	P	SiteOne Landscape Supply LLC	0000024133	5,267.68
		<i>Line Description:</i>	Materials for Ballfield Renos		
0250073	09/13/24	P	Skyhawks Sports Academy LLC	0000004040	903.50
		<i>Line Description:</i>	Instructor Payment-Summer 24		
0250074	09/13/24	P	So Cal Sandbags Inc	0000024349	2,225.94
		<i>Line Description:</i>	Infield Mix for Renos -TAC		
0250075	09/13/24	P	South Coast Air Quality Mgmt District	0000003939	2,934.94
		<i>Line Description:</i>	FS#1 Emissions Fee		
			PD-Annual Renewal Fee		
			PD-Emissions Fee		
			CY Emissions Fee		
			CY-Annual Renewal Fee		
			FS #1-Annual Renewal Fees		

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> FS#6 Emissions Fee		
0250076	09/13/24	P	Sparkletts	0000015725	321.23
			<i>Line Description:</i> Water Delivery Svcs - Fire Water Delivery Svcs - Fire		
0250077	09/13/24	P	Sunrun Installations Services Inc	0000029991	415.61
			<i>Line Description:</i> Refund Permit BXPV-24-0075		
0250078	09/13/24	P	Sutton & Murphy	0000030939	331.92
			<i>Line Description:</i> Subpoena Dep Rfnd 001-00377251 Subpoena Dep Rfnd 001-00377247		
0250079	09/13/24	P	Termite Terry Pest Control	0000030103	2,220.00
			<i>Line Description:</i> Rehab Grant 1750 Whittier Ave		
0250080	09/13/24	P	Terrell Thorogood	0000030424	90.00
			<i>Line Description:</i> Basketball Referee 9/9/24		
0250081	09/13/24	P	Tillys Life Center	0000030927	600.00
			<i>Line Description:</i> Refund Rec Dep 2008471.002		
0250082	09/13/24	P	Verified First LLC	0000027240	270.00
			<i>Line Description:</i> Pre-Employment Credit Checks Pre-Employment Credit Checks		
0250083	09/13/24	P	Verizon Wireless	0000008717	2,536.56
			<i>Line Description:</i> Cellphones PW 7/18-7/17/24 Cellphone Finance 7/18-8/17/24 Cell Phone Finance 6/18-7/17		

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>
0250084	09/13/24	P	Veronica Yvette Itano	0000030923	31.63
<i>Line Description:</i> Refund Ambulance Fee					
0250085	09/13/24	P	Waterline Technologies Inc	0000014520	2,244.66
<i>Line Description:</i> DRC Pool Treatment					
DRC Pool Treatment					
DRC Pool Treatment					
DRC Pool Treatment					
DRC Pool Treatment					
0250086	09/13/24	P	West Coast Dance Arts	0000021602	828.10
<i>Line Description:</i> Instructor Payment-Summer 24					
0250087	09/13/24	P	Western Toy & Hobby Representative Assc	0000030952	500.00
<i>Line Description:</i> Refund Rec Dep 2008489.002					
TOTAL					\$2,315,161.18

Bank: CITY
Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250088	09/13/24	P	Arrion Jafari	0000030937	1,500.00
Line Description: Refund Cannabis App FZ-21-0201					
0250089	09/13/24	P	CalPERS Long-Term Care Program	0000006287	85.42
Line Description: Payroll Deduction 24-19					
0250090	09/13/24	P	Pamela Lilly	0000025324	750.00
Line Description: Payroll Deduction 24-19					
0250091	09/13/24	P	State of California	0000001546	240.28
Line Description: Payroll Deduction 24-19					
TOTAL					\$2,575.70

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018376	09/13/24	P	Adam Gardner	0000026309	279.00
Line Description: CA Assoc of Hostage Neg Conf					
018377	09/13/24	P	Amanda Kim	0000030668	553.85
Line Description: Payroll Deduction 24-19					
018378	09/13/24	P	CHC: Creating Healthier Communities	0000008015	10.00
Line Description: Payroll Deduction 24-19					
018379	09/13/24	P	Cathleen Serrano	0000030811	115.72
Line Description: Pathways to Women Conf					
018380	09/13/24	P	Complex Appellate Litigation Group LLP	0000030056	356.50
Line Description: Legal Svc-Ohio House					
018381	09/13/24	P	Costa Mesa Employees Association	0000006284	4,371.01
Line Description: Payroll Deduction 24-19					
018382	09/13/24	P	Costa Mesa Executive Club	0000006286	155.00
Line Description: Payroll Deduction 24-19					
018383	09/13/24	P	Costa Mesa Firefighters Association	0000001812	8,227.39
Line Description: Payroll Deduction 24-19					
018384	09/13/24	P	Costa Mesa Police Association	0000001819	6,660.00
Line Description: Payroll Deduction 24-19					
018385	09/13/24	P	Costa Mesa Police Management Assn	0000005082	315.00
Line Description: Payroll Deduction 24-19					

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018386	09/13/24	P	Enterprise Rent A Car	0000002131	2,744.35
		Line Description:	Undercover Car Rental Undercover Car Rental		
018387	09/13/24	P	Francine Jimenez	0000029963	170.95
		Line Description:	City Mgr Staff Breakfast Mtng		
018388	09/13/24	P	Hua Yang	0000009182	250.00
		Line Description:	CM Achievement Award Sep 2024		
018389	09/13/24	P	Jacob Schulze	0000026462	279.00
		Line Description:	CA Assoc of Hostage Neg Conf		
018390	09/13/24	P	Jaime Santibanez	0000015126	279.00
		Line Description:	CA Assoc of Hostage Neg Conf		
018391	09/13/24	P	Jake Jacobi	0000023514	279.00
		Line Description:	CA Assoc of Hostage Neg Conf		
018392	09/13/24	P	Jonathan Tripp	0000023628	279.00
		Line Description:	CA Assoc of Hostage Neg Conf		
018393	09/13/24	P	Mikelle Daily	0000029937	1,221.05
		Line Description:	CAPER Public Mtn Snacks Annual Plan Exp Reimb		
TOTAL					\$26,545.82

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250104	09/20/24	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
TOTAL					0.00

1,470,780.58
0.00
375,711.79
\$ 1,846,492.37

SUMMARY CHECK REGISTER

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250092	09/20/24	P	Admin Sure Inc	0000021568	51,417.00
		<i>Line Description:</i>	Wkrs Comp Admin Fee-Sep 2024 Wkrs Comp Admin Fee-Jul 24 Wkrs Comp Admin Fee-Jul 24		
0250093	09/20/24	P	CDW Government Inc	0000005402	50,834.77
		<i>Line Description:</i>	COMPUTER EQUIPMENT & SUPPORT DELL UPGRADE TO 5 YR SUPPORT RECYCLING FEE SALES TAX (7.75%) SAMSUNG 75" 4K UHD COMMERCIAL COMPUTER EQUIPMENT & SUPPORT CISCO MERAKI PARTS & SUBSCRIPT SALES TAX (7.75%) COMPUTER EQUIPMENT & SUPPORT		
0250094	09/20/24	P	Carl Warren & Company	0000001578	17,679.77
		<i>Line Description:</i>	Claims Administrator Wkrs Comp Admin Fee-Jul 24 Wkrs Comp Admin Fee-Aug 24 Wkrs Comp Admin Fee-Sep 24		
0250095	09/20/24	P	Charter Communications	0000011202	24,352.74
		<i>Line Description:</i>	237939401-Fire Sta #3 Network 237940301-Library Public WiFi 237940501-Fire Sta #4 Network 237926401-City Hall Public WiF 237926601-Senior Center Intern 237926801-City Hall Network/Vi 237927201-Senior Center Networ 237927301-West Side Substation 237927401-Corp Yard Network Sv 237927801-City Hall Internet S 237938601-CH Basement Internet 237938701-Bridge Shelter Publi		

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> 237938901-Bridge Shelter Video 237939001-Parks @ Corp Yard Pu 237939501-SCP Substation Netwo 237939601-Bridge Shelter Netwo 237939701-PD Warehouse Network 237939801-City Hall Network Sv 237939901-Code Enforcement Net 237939301-Fire Sta #2 Network 237939101-Fire Sta #1 Network 237930101-City Hall Video Svs 237927101-Parks Admin Network 237927001-Fire Sta #6 Network 237926701-City Hall Video Svs 237940401-Fire Sta #4 Internet 237940001-CH Hub Network Svs 240159901-DRC Internet Svs 237940101-NHCC Public WiFi 237938801-NHCC Network Svs 237939201-DRC Network Svs 237927601-BCC Network Svs 237925901-PD Public WiFi 237929301-PD Video Svs 237926501-PD Video Svs 237926201-City Hall Video Svs		
0250096	09/20/24	P	Dell Computer Corp	0000001962	344,002.09
			<i>Line Description:</i> SALES TAX (7.75%) DELL WIRED HEADSET ENVIRONMENTAL FEE SALES TAX (7.75%) DELL LATITUDE 5430 RUGGED ENVIRONMENTAL FEE SALES TAX (7.75%) LIND-POWER ADAPTER DELL THUNDERBOLT 4 DOCK DELL LATITUDE 5430 RUGGED C2G 6FT USB C TO DISPLAY PORT MICROSOFT 365 SUBSCRIPTION LIC		

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>
0250097	09/20/24	P	FALCK MOBILE HEALTH CORP.	0000019807	196,621.08
			<i>Line Description:</i> Ambulance Tnasptn 8/1-8/15/24 Ambulance Transptn8/16-8/31/24		
0250098	09/20/24	P	Napa Auto & Truck Parts	0000012968	25,445.23
			<i>Line Description:</i> Parts Aug Parts Aug 2024 Parts July 2024		
0250099	09/20/24	P	Nutrien AG Solutions Inc	0000026392	15,475.59
			<i>Line Description:</i> Chemicals		
0250100	09/20/24	P	Pacific Plumbing of Southern California	0000030657	23,781.00
			<i>Line Description:</i> Provide & install new Symmons Plumbing Srvs		
0250101	09/20/24	P	SCA of CA, LLC	0000029971	123,927.87
			<i>Line Description:</i> Sweeping of Residential Street Bi-Weekly Pressure Wash Bus Sh		
0250102	09/20/24	P	Siemens Industry Inc	0000002904	249,167.58
			<i>Line Description:</i> Maintenance Services Agreement		
0250103	09/20/24	P	Southern California Edison Company	0000004088	18,445.47
			<i>Line Description:</i> 980 Arlington 8/9-9/9/24 980 Arlington Ped 8/9-9/9/24 1050 Arlington Ped 8/9-9/9/24 2944 Bristol 8/15-9/15/24 1256 Adams 8/12-9/10/24 3190 Red Hill 8/9-9/9/24 350 Bristol 8/9-9/9/24		

SUMMARY CHECK REGISTER

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: 199 Broadway 8/15-9/15/24
401 Broadway 8/15-9/15/24
St Lights Aug 24
Loan 8690 Aug 24 St Lights
308 University 8/13-9/11/24
1940 Placentia 8/7-9/5/24
410 Merrimac 8/12-9/10/24
410 Merrimac 8/12-9/10/24
1350 S Coast 8/8-9/8/24
3190 Airport Lp E1 8/9-9/9/24
1071 Arlington 8/9-9/9/24
2612 Harbor 8/15-9/15/24
152 Baker 8/9-9/9/24
3191 Red Hill 8/9-9/9/24
1587 Sunflower 8/8-9/8/24
3175 Airway 8/9-9/9/24
Arlington Ped X-ing 8/9-9/9/24
Shalimar Park 8/8-9/8/24
Pinkley Park 8/12-9/10/24
2293 Canyon Ped 8/7-9/5/24

0250105	09/20/24	P	Staples Advantage	0000024532	25,083.27
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Line Description: Office Supplies Building Safet
Office Supplies HR
Office Supplies IT
Office Supplies Maint
Office Supplies Parks
Office Supplies Police
Office Supplies Finance
Office Supplies Planning
Office Supplies City Clerk
Office Supplies Building Safet
Office Supplies HR
Office Supplies IT
Office Supplies Fire
Office Supplies Police
Office Supplies Finance
Office Supplies Dev Srvs

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description:		
			Office Supplies City Clerk		
			Office Supplies Engineering		
			Office Supplies Building Safet		
			Office Supplies HR		
			Office Supplies IT		
			Office Supplies PS		
			Office Supplies Fire		
			Office Supplies Parks		
			Office Supplies Police		
			Office Supplies Finance		
			Office Supplies Dev Srvs		
			Office Supplies Dev Srvs		
			Office Supplies City Clerk		
			Office Supplies City Manager		
			Office Supplies HR		
			Office Supplies IT		
			Office Supplies Fire		
			Office Supplies Parks		
			Office Supplies Police		
			Office Supplies Finance		
			Office Supplies Dev Srvs		
			Office Supplies City Clerk		
0250106	09/20/24	P	West Coast Arborists Inc	0000004498	45,043.00
			Line Description: Tree Maint 8/16-8/31/24		
0250107	09/20/24	P	Yunex LLC	0000029573	15,747.40
			Line Description: Traffic Signal Call Outs-Jul24		
0250108	09/20/24	P	AT & T	0000001107	3,590.21
			Line Description: PD Emergency Line		
			TeWinkle Park		
			Cool Line for PD		
			DID Trunk Line		
			Outgoing Trunk Line		
			DRC Alarm		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Estancia Park IT Computer Room 800 Mhz Radio Link Smallwood Park Wakeham Park		
0250109	09/20/24	P	AVNI Enterprises Inc	0000030676	2,526.36
			<i>Line Description:</i> Parts for Fire Apparatus on an Parts for Fire Apparatus on an		
0250110	09/20/24	P	Anaheim Fullerton Towing	0000030423	1,000.00
			<i>Line Description:</i> Towing Svc-#528 Towing Svc-Unit #526		
0250111	09/20/24	P	Ardurra Group, Inc.	0000030147	162.40
			<i>Line Description:</i> Trmptn Engineer On Call-Jul 24		
0250112	09/20/24	P	Atkinson Andelson Loya Ruud & Romo	0000027289	1,775.13
			<i>Line Description:</i> General Legal-Jul 2024 Litigation-July 2024		
0250113	09/20/24	P	Augustine Ume Ezeoke	0000030968	11,239.34
			<i>Line Description:</i> Property Damage Stlmnt-6/4/24		
0250114	09/20/24	P	Barr & Clark Environmental	0000009300	2,260.00
			<i>Line Description:</i> LBP-895 Magellan/Morrow KBO-1973 Newport #14/Noble LBP-1750 Whittier #9/Moritz LBP-1750 Whittier #65/Meek		
0250115	09/20/24	P	Barry Aninag Investigation	0000027087	10,908.00
			<i>Line Description:</i> Workplace Investigation		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Workplace Investigation		
0250116	09/20/24	P	Bee Busters Inc	0000007572	770.00
			Line Description: Colony Abatement		
			Colony Abatement		
			Colony Abatement		
			Colony Abatement		
			Colony Abatement		
0250117	09/20/24	P	BrightView Landscape Services Inc	0000026055	8,010.10
			Line Description: Irrigation Repair-July 2024		
0250118	09/20/24	P	Bureau Veritas North America Inc	0000016616	2,828.20
			Line Description: Fire Plan Review		
			Fire Plan Review Svc		
0250119	09/20/24	P	CBE	0000015149	641.19
			Line Description: Copier Maint 8/5-9/4/24		
0250120	09/20/24	P	Canon Financial Services Inc	0000023241	8,237.24
			Line Description: Copier Lease 7/20-8/19/24		
			Copier Lease 8/20-9/19/24		
			Copier Lease-July 2024		
			Wkrs Comp Admin Fee-Aug 24		
			Copier Liease -Sep 2024		
			Wkrs Comp Admin Fee-Sep 24		
			Copier Maint 8/20-9/19/24		
			Copier Usage-Aug 2024		
0250121	09/20/24	P	Cascade Development Company LLC	0000029417	8,000.00
			Line Description: Refund Permit ENC-24-0126		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250122	09/20/24	P	Cogstone Resource Management	0000030406	310.00
			Line Description: Fairview Pk Monitoring-Jul 24		
0250123	09/20/24	P	Costa Mesa Auto Glass	0000010001	3,622.29
			Line Description: Window Tint-#778		
			Window Tint-#715		
			Window Tint-#744		
			Window Tint-#068		
			Window Tint-#788		
			Window Tint-#761		
			Window Tint-#742		
			Window Tint-#720		
0250124	09/20/24	P	County of Orange Health Care Agency	0000003488	7,291.00
			Line Description: FY 24-25 CUPA-FS #1		
			FY 24-24 CUPA-Golf Course		
			FY 24-24 CUPA-Golf Course		
			FY 24-24 CUPA-Telecomm		
			FY 24-24 CUPA Fee-FS #1		
			FY 24-24 CUPA-Golf Course		
			FY 24-24 CUPA-Cityhall		
			FY 24-24 CUPA-PD		
			FY 24-24 CUPA-PD		
			FY 24-24 CUPA-FS #6		
			FY 24-24 CUPA-FS #1		
			FY 24-24 CUPA-FS #2		
			FY 24-24 CUPA-Corp Yard		
			FY 24-24 CUPA-Cityhall		
			FY 24-24 CUPA-FS #2		
0250125	09/20/24	P	Dell Marketing LP	0000001963	2,821.55
			Line Description: Computer Equipment for Engineer		
0250126	09/20/24	P	Demetrius Mayhand	0000030111	120.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Basketball Referee-9/16/24 Basketball Referee-9/11/24		
0250127	09/20/24	P	Ecolab Pest Elimination	0000024420	1,432.92
			Line Description: Pest Control-Aug 2024		
0250128	09/20/24	P	Employment Development Department	0000001543	990.00
			Line Description: Repair Chain Link Fence		
0250129	09/20/24	P	FM Thomas Air Conditioning Inc	0000017151	7,139.14
			Line Description: HVAC Maint-Jul 2024 Outdoor Fan Motor/Blade Cap		
0250130	09/20/24	P	Fed Ex	0000002190	14.99
			Line Description: Ground Delivery		
0250131	09/20/24	P	Folklore Mexicano	0000030941	1,400.00
			Line Description: Hispanic Heritage Month Prfrmnc		
0250132	09/20/24	P	Ford Fleet Care	0000026262	13,019.93
			Line Description: Repair-June Parts-Aug 2024 Repair-Jun 24		
0250133	09/20/24	P	G & W Towing	0000002289	468.00
			Line Description: Towing Svc-Unit #777 Towing Svc-Unit 720 Towing Svc-Unit #728		
0250134	09/20/24	P	Galls LLC	0000002297	3,567.68
			Line Description: Uniform-Pham		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Safety Vest-Cardenas Uniforms-Cardenas Uniforms-Sanchez Uniforms-Johnson Uniforms-Molina Uniforms-Melendez Uniforms-Rios Uniforms-Garcia		
0250135	09/20/24	P	General Data Company	0000023334	214.03
			Line Description: Plotter Repair		
0250136	09/20/24	P	Grainger	0000002393	53.51
			Line Description: Hardware		
0250137	09/20/24	P	Harold Adam Harris	0000030966	600.00
			Line Description: ArtVenture Mater of Ceremonies		
0250138	09/20/24	P	Hawran & Malm, LLC	0000030793	7,000.00
			Line Description: Appraisal Svc Balance		
0250139	09/20/24	P	Image Concepts	0000026883	168.09
			Line Description: Hats with City Logo		
0250140	09/20/24	P	James Snordan	0000029974	60.00
			Line Description: Basketball Referee-9/16/24		
0250141	09/20/24	P	Johnson Controls Fire Protection LP	0000026089	6,546.25
			Line Description: Sprinklers Sr Cnt 4/1-6/30/24 Sprinklers PD 4/1-6/30/24 Sprinklers FS #3 4/1-6/30/24 Sprinklers DRC 4/1-6/30/24		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Sprinklers FS #5 4/1-6/30/24 Sprinklers DDL 4/1-6/30/24 Sprinklers NCC 4/1-6/30/24 Sprinklers FS #6 4/1-6/30/24 Sprinklers Telecom 4/1-6/30/24 Sprinklers CH 4/1-6/30/24		
0250142	09/20/24	P	Jon Oliver Knight	0000030942	2,750.00
			Line Description: Hispanic Heritage Performance		
0250143	09/20/24	P	Jose Cardenas	0000030826	9,000.00
			Line Description: Refund Permit EENC-23-0400		
0250144	09/20/24	P	Kellys Pool Service	0000013443	300.00
			Line Description: DRC Pool Maint Svc-Aug 2024		
0250145	09/20/24	P	Liebert Cassidy Whitmore	0000002960	5,859.50
			Line Description: LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR		
0250146	09/20/24	P	Los Angeles Times	0000003000	1,314.13
			Line Description: Advertisement in Daily Pilot		
0250147	09/20/24	P	Manufactured Home Inspection, INC.	0000030219	6,615.00
			Line Description: Rehab Grant 1750 Whittier Ave		
0250148	09/20/24	P	Mark Wiley	0000030971	6,000.00
			Line Description: Refund Permit PS22-00472		

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>
0250149	09/20/24	P	Merrimac Energy Group	0000021566	5,722.53
			Line Description: Diesel Fuel FS#3 Fuel Tank Rental FS#3		
0250150	09/20/24	P	Mike Hoefnagels	0000030972	9,500.00
			Line Description: Refund Permit EENC-24-00372		
0250151	09/20/24	P	NeWave Construction Inc	0000024108	5,528.25
			Line Description: Partial Finance Vault Wall		
0250152	09/20/24	P	Nexus Building & Design	0000027176	6,500.00
			Line Description: Refund Permit PS22-01247		
0250153	09/20/24	P	Orange County School of Arts Foundation	0000029792	2,500.00
			Line Description: ArtVenture Awards Performance		
0250154	09/20/24	P	Original Turf Company	0000030900	7,600.00
			Line Description: INSTALLATION ARTIFICIAL TURF CONCRETE SEALER		
0250155	09/20/24	P	Patton Construction Inc	0000030970	7,500.00
			Line Description: Refund Permit PS21-01559		
0250156	09/20/24	P	Red Wing Business Advantage Account	0000003772	673.03
			Line Description: Safety Boots-Darrick Hanson Safety Boots-Daniel Solis Safety Boots-Alex Lopez		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250157	09/20/24	P	SHI International Corp	0000016007	603.84
			Line Description: HP Color LaserJet Pro		
0250158	09/20/24	P	Scott Leimkuhler	0000030969	9,600.00
			Line Description: Refund Permit PS22-01543		
0250159	09/20/24	P	Sean Simon	0000029869	60.00
			Line Description: Basketball Referee-9/11/24		
0250160	09/20/24	P	Shaw HR Consulting Inc	0000021706	345.00
			Line Description: Reasonable Accommodations		
0250161	09/20/24	P	Skyhawks Sports Academy LLC	0000004040	928.85
			Line Description: Instructor Payment-Summer 24		
0250162	09/20/24	P	Southern California Shredding Inc	0000025605	225.00
			Line Description: On-Site Shredding Srvs Aug24		
			On-Site Shredding Svc-Aug 24		
			On-Site Shredding Services		
0250163	09/20/24	P	Spectrum Gas Products	0000012653	876.12
			Line Description: Medical Lg Cyl Rent		
			Oxygen Medical		
			Medical Lg Cyl Rent		
			Medical Lg Cyl Rent		
			Medical Lg Cyl Rent		
			Medical Lg Cyl Rent		
			Oxygen Medical		
			Medical Cyl Rent		
			Medical Lg Cyl Rent		
			Medical Lg Cyl Rent		
			Oxygen Medical		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250164	09/20/24	P	Terrell Thorogood	0000030424	60.00
			Line Description: Basketball Referee-9/16/24		
0250165	09/20/24	P	The Intersect Group, LLC	0000030170	2,759.53
			Line Description: Temp Dustin C Week End 8/23		
			Temp Alexis L Week End 8/22		
0250166	09/20/24	P	Time Warner Cable	0000011202	31.74
			Line Description: Cable Services-City Hall		
0250167	09/20/24	P	US Bank	0000002228	6,993.78
			Line Description: Payroll Deduction 24-18		
0250168	09/20/24	P	Uline	0000010970	4,128.27
			Line Description: Picnic Tables		
0250169	09/20/24	P	Verizon Wireless	0000008717	3,663.90
			Line Description: CALNET NEXT GEN -6/30/2024		
			CALNET Nextgen		
0250170	09/20/24	P	Verizon Wireless	0000008717	10,854.50
			Line Description: PD Cell Phone 7/16-8/15/24		
			Subnet Broadband 7/18-8/17/24		
0250171	09/20/24	P	Vulcan Materials Company	0000007403	2,580.29
			Line Description: Asphalt Pothole Sidewalk Ramp		
			Asphalt Pothole Sidewalk Ramp		
			Asphalt Pothole Sidewalk Ramp		
			Asphalt Pothole Sidewalk Ramp		
			Asphalt Pothole Sidewalk Ramp		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Asphalt Pothole Sidewalk Ramp		
			Asphalt Pothole Sidewalk Ramp		
			Asphalt Pothole Sidewalk Ramp		
			Asphalt Pothole Sidewalk Ramp		
			Asphalt Pothole Sidewalk Ramp		
0250172	09/20/24	P	Ware Disposal Inc	0000000255	2,533.41
			Line Description: CMBS Waste Srvs July		
			CMBS Waste Srvs Aug 24		
0250173	09/20/24	P	Waterline Technologies Inc	0000014520	1,362.50
			Line Description: DRC Pool Treatment		
			DRC Pool Treatment		
					TOTAL \$1,470,780.58

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018394	09/20/24	P	Alma Reyes	0000021563	192.00
			Line Description: 2024 ICA Conf-AR		
018395	09/20/24	P	Cecilia Gallardo Daly	0000030706	192.00
			Line Description: 2024 ICMA Conf-CD		
018396	09/20/24	P	Jake Jacobi	0000023514	496.35
			Line Description: Clothing Allowance 24-25		
018397	09/20/24	P	Julie Schall	0000022142	69.10
			Line Description: Physical Agility/Interview Exp		
018398	09/20/24	P	Lawrence Coward	0000030713	605.97
			Line Description: 2024 ICSC Conf		
018399	09/20/24	P	Phayvanh Nanthavongdouangsy	0000030945	32.32
			Line Description: FDC Pop Up Event Food		
018400	09/20/24	P	Ramon Hernandez	0000024528	500.00
			Line Description: Clothing Allowance 24-25		
018401	09/20/24	P	Travel Costa Mesa	0000024750	373,624.05
			Line Description: BIA Aug 2024		
TOTAL					\$375,711.79



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-353

Meeting Date: 10/1/2024

TITLE:

ACCEPTANCE AND ALLOCATION OF THE 2024-25 OFFICE OF TRAFFIC SAFETY GRANT FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: JARED BARNES, SERGEANT

CONTACT INFORMATION: JARED BARNES (714) 754-5125

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed Resolution No. 2024-XX, which ratifies the application for a grant award from the State of California - Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) and authorize the City Manager or designee to execute the grant documents, including the Grant Agreement, and accept and administer the grant.
2. Approve revenue and expense appropriations in the amount of \$305,000 respectively, for the 2024-25 OTS STEP Grant.

BACKGROUND:

The National Highway Transportation Safety Administration distributes federal funding to California through the Office of Traffic Safety. The mission of the Office of Traffic Safety is to effectively administer traffic safety grants that deliver innovative programs and eliminate traffic fatalities and injuries on California roadways. Grants are used to mitigate traffic safety program deficiencies, expand ongoing programs, and/or develop new programs. Grant funding cannot replace existing program expenditures, nor can traffic safety funds be used for program maintenance, research, rehabilitation, and/or construction.

The Police Department has been awarded similar OTS grants in the past, which have significantly assisted the objectives of the Traffic Safety Bureau and improved traffic safety for residents and visitors in Costa Mesa. Traffic safety for vehicular traffic, bicycles, and pedestrians is a vital concern as the City promotes a healthy, active lifestyle and sustainable transportation options. To enhance safety, the Traffic Safety Bureau realizes public awareness campaigns and community events aim to educate residents about the importance of mutual respect among all road users. By fostering a culture of safety, Costa Mesa strives to make its streets safer and more enjoyable for all residents and visitors.

Since 2005, the Office of Traffic Safety has awarded the Costa Mesa Police Department nineteen (19) traffic safety related grants. The funds associated with these grants were used to purchase specialized equipment and to fund the cost of personnel working targeted traffic operations. The OTS Grant will allow for the strategic use of funds to create safer road environments and reduce the incidence of

accidents and injuries. This will be accomplished by meeting the Grant project objectives which include highly visible targeted enforcement operations and public awareness focused on red light violations, excessive speed, bicycle and pedestrian safety, as well as educational DUI checkpoints and additional safety enforcement aimed towards distracted drivers.

ANALYSIS:

The Office of Traffic Safety assembles collision data rankings based on city population numbers. The most recent year of compiled statistics used by OTS was 2021. Costa Mesa was then ranked with 60 other cities with a population of 100,001-250,000. During 2021, Costa Mesa ranked 25th for total number of injury crashes. This was average among other cities of similar size. The OTS STEP grant provides funding for enforcement of violations that are the leading causes of collisions with the goal of improving the safety of all roadway users.

Along with reducing collisions, impaired driving enforcement has always been a top priority for the Police Department. From 1986-2014, the Department staffed a full-time impaired driving enforcement team consisting of two (2) full-time officers. However, based upon Police Department contraction in previous years, the full-time DUI Team was discontinued in 2014. The DUI Team was re-established in January 2021 and the department made 1093 DUI arrests that year and 941 DUI arrests in 2022, compared to 461 DUI arrests in 2019 and 308 DUI arrests in 2020. Unfortunately, due to department contraction, the DUI team was suspended again in October 2023 and the number of DUI arrests last year was 846. Since the 2014 addition of driving under the influence of drugs (DUID) laws, CMPD actively worked to address this danger by using grant funds to train officers so they can actively enforce these new laws. CMPD made 150 DUID arrests in 2022 and 156 arrests in 2023.

The OTS STEP Grant also funds DUI checkpoints. These checkpoints are educational, highly visible, and provide a deterrent against impaired driving. The Department's commitment to DUI enforcement is evident in the OTS data rankings. Costa Mesa had the highest OTS ranking among 60 other cities for DUI arrests in 2021. The previous OTS STEP Grant was used to supplement the DUI Team by funding officers looking for suspected DUI drivers. Without this grant, the Department's ability to address DUI drivers is limited.

The Police Department submitted applications and received tentative approval for the 2024-25 OTS STEP Grant. The grant will allow the Department to implement the Selective Traffic Enforcement Program (STEP). This program will provide a comprehensive approach to reducing violations, which commonly lead to collisions, while maintaining a focus on impaired and suspended/unlicensed drivers. Grant funds will be used to staff sobriety/driver license checkpoints and to staff targeted enforcement operations. In addition, funds will be used to purchase operation related equipment and support additional law enforcement training related to DUI investigations and enforcement activities. This grant also emphasizes the importance raising awareness and educating the public through press releases, social media, highly visible operations and requires a minimum of four (4) educational presentations to the community focusing on topics such as bicycle and pedestrian safety, seat belts, distracted driving and child passenger safety. The grant objectives to implement public education, provide advanced officer training, and conduct high visibility enforcement operations, will support the Police Department's overall goal of reducing injury collisions and saving lives.

The Department's current grant expires on September 30, 2024. The 2024-2025 grant will enable the

Police Department to build upon successes achieved to date, while providing new objectives for increasing traffic safety throughout the City. The funding will allow the Department additional resources to combat impaired driving and enforce traffic laws aimed at saving lives. Objectives of the OTS grant includes DUI saturation patrols; traffic enforcement operations targeting red lights and excessive speed ; distracted driving violations; traffic enforcement at high collision intersections; and sobriety/driver license checkpoints.

Currently there are 21 objectives outlined in the OTS grant agreement. A few of those specific project objectives include:

- Conduct four (4) community educational presentations on vehicle, bicycle, and pedestrian safety.
- Participate in National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, National Bicycle Safety Month, and several other national campaigns related to driving awareness.
- Conduct 23 DUI saturation patrols.
- Conduct 27 special traffic safety enforcement operations targeting red light, excessive speed, and other violations at or near intersections with a disproportionate number of traffic collisions.
- Conduct four (4) special enforcement operations targeting distracted driving violations.
- Conduct two (2) special traffic safety enforcement operations targeting vehicles that pose a threat to bicyclists and pedestrians.
- Conduct four (4) DUI/DL checkpoints.
- Participate in two (2) highly visible collaborative Traffic Enforcement operations.
- Conduct four (4) Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.
- Provide advanced officer training in DUI enforcement to 24 officers.

OTS grant funding is based on the federal fiscal year, which begins on October 1, 2024, and ends on September 30, 2025. The Grant Agreement allocates \$305,000, which will be utilized over the federal fiscal year 12-month period. OTS will reimburse the City for approved grant expenditures throughout the grant period.

Although the majority of OTS STEP grant is designed to support enforcement efforts with the goal of reducing injury traffic collisions, the Traffic Safety Bureau recognizes that it is only through enforcement and education that we can fully realize this goal.

Therefore, in addition to the grant educational requirements, the Traffic Safety Bureau will continue to pursue additional educational efforts to improve roadway safety unrelated to this grant, including collaborating on a city service agreement to provide bicycle safety programming for students and the community at all Newport Mesa Unified School District schools in Costa Mesa. The Traffic Safety Bureau is committed to collaborating with the community for educational purposes related to bicycle and pedestrian safety.

The Traffic Safety Bureau will continue to work collaboratively with the City's Transportation Services Office to identify hazards which can be mitigated through environmental design. Additionally, City departments will continue to promote traffic safety education utilizing public service announcements and

social media.

ALTERNATIVES:

The City Council may elect not to accept the grant; however, the Department would not be able to pursue the specific goals outlined in the report.

FISCAL REVIEW:

Upon acceptance of the 2024-25 OTS STEP Grant, revenue, and expense appropriations in the amount of \$305,000 respectively will be established for the grant. The grant period is from October 1, 2024 to September 30, 2025.

LEGAL REVIEW:

The City Attorney's Office has reviewed the 2024 OTS STEP Grant Agreement, proposed resolution, and this report, and has approved them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council Goal:

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

CONCLUSION:

Staff recommends the City Council:

1. Approve the proposed Resolution No. 2024-XX, which ratifies the application for a grant award from the State of California - Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) and authorize the City Manager or designee to execute the grant documents, including the Grant Agreement, and accept and administer the grant.
2. Approve revenue and expense appropriations in the amount of \$305,000 respectively, for the 2024-25 OTS STEP Grant.

GRANT AGREEMENT

PT25158

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Costa Mesa	3. Grant Period From: 10/01/2024 To: 09/30/2025
4. AGENCY UNIT TO ADMINISTER GRANT Costa Mesa Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$305,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> Schedule A – Problem Statement, Goals and Objectives and Method of Procedure Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) Exhibit A – Certifications and Assurances Exhibit B* – OTS Grant Program Manual Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Jared Barnes TITLE: Traffic Sergeant EMAIL: jbarnes@costamesaca.gov PHONE: (714) 754-5125 ADDRESS: 99 Fair Drive Costa Mesa, CA 92626 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>(Signature)</div> <div>(Date)</div> </div> C. FISCAL OFFICIAL NAME: Carol Molina TITLE: Finance Director EMAIL: carol.molina@costamesaca.gov PHONE: (714) 754-5036 ADDRESS: 77 Fair Drive Costa Mesa, CA 92626 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>(Signature)</div> <div>(Date)</div> </div>	B. AUTHORIZING OFFICIAL NAME: Lori Ann Farrell Harrison TITLE: City Manager EMAIL: loriann@costamesaca.gov PHONE: (714) 754-5328 ADDRESS: 77 Fair Drive Costa Mesa, CA 92626 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>(Signature)</div> <div>(Date)</div> </div> D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>(Signature)</div> <div>(Date)</div> </div>

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: VLGSYJVFJ4M7 REGISTERED ADDRESS: 77 Fair Drive CITY: Costa Mesa ZIP+4: 92628-1200
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		\$305,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$305,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE \$305,000.00	

1. PROBLEM STATEMENT

The city of Costa Mesa is located just one mile from the Pacific Coast, in the heart of Orange County, California. The city encompasses 16 square miles. Since its incorporation in 1953, Costa Mesa has evolved from a semi-rural farming community of 15,000 to a city with robust local economy and a population of approximately 112,780. Costa Mesa offers 28 parks, two municipal golf courses, 20 public schools and three libraries. Orange Coast College, Coastline Community College and Vanguard University have their campuses in Costa Mesa. The Orange County Fair and Event Center is also within the city limits. The city is home to South Coast Plaza, one of the nation's largest shopping centers, and the world-class Segerstrom Center for the Arts and South Coast Repertory theater. Costa Mesa is also the capitol of the action sports industry and the headquarters for companies such as Hurley International, Volcom, RVCA and Vans.

The last year of successfully obtaining ZERO fatalities was in 2012. Since 2015 (8 fatalities), we have had a slight decrease in yearly fatalities, until 2022 when we saw a large increase in fatalities with eight (8). The overall decrease can be attributed to OTS funding for additional enforcement. We had five fatalities during the calendar year of 2019, five in 2020, five in 2021, eight in 2022, and five in 2023. The majority of fatal traffic crashes involved motorcycles and pedestrians. During the course of our fatal traffic crash investigations, the Costa Mesa Police Department observed a variety contributing factors, including driving under the influence of both alcohol and/or drugs and right of way violations involving motorcyclists, bicycles, and pedestrians. According to SWITRS (2020), Costa Mesa ranked 20th worst for total fatal and injury crashes out of 61 other cities in our population group.

Costa Mesa has always had a serious DUI problem due to numerous ABC establishments located within the city boundaries, a highly traveled freeway terminating in our city, and our city roadways being used for freeway access to two large beach cities, Newport Beach, and Huntington Beach. Since 2019 when we had two DUI involved fatalities, we have seen a decline in DUI involved fatalities, with just one DUI involved fatality each of the last four years. In 2020 there were just 422 DUI arrests. There has been a significant increase in DUI arrests the last three years, attributed to OTS DUI saturation patrols and increased officer education through SFST's and ARIDE programs. There were 1093 DUI arrests in 2021, 941 DUI arrests in 2022, and 851 in 2023. Officers new to the Traffic Safety Bureau will attend SFST, ARIDE, and DRE training in the near future. According to SWITRS (2020), Costa Mesa ranked 13th worst for alcohol-involved crashes out of 61 other cities in our population group.

Nationally, there has been an increase in distracted driving involved traffic crashes, both non-injury, and injury. An OTS Statewide Intercept Opinion Survey revealed that 36.3 percent of Californians stated texting and talking on cellular telephones are the biggest safety concerns on California roadways. Although we are unable to quantify the number of traffic crashes in the City of Costa Mesa related to distracted driving, we believe it is responsible for a major portion of our unsafe speed, rear-end traffic crashes.

The problem of driving under the influence while drugged (DUID) continues to rise. Of all drivers killed in motor vehicle crashes, who were tested, 29 percent proved positive for legal and/or illegal drugs. This percentage has been increasing every year since 2006. With the 2014 addition of the DUID law subsections, CVC 23152(f), and CVC 23152(g), we are now able to accurately track the DUID problem in the City of Costa Mesa. There has been an increase of DUID arrests since 2019 when we had 93 arrests. This is due to the easy accessibility of drugs, namely marijuana and prescription drugs. Costa Mesa now has 15 marijuana dispensaries, with 45 more set to open in the near future. Because of the continued training classes offered to officers regarding DUID through OTS grant-funded training, the City of Costa Mesa continues to make a significant number of arrests for DUID or Driving under the influence of a combination of alcohol and drugs. There were 127 DUID arrests in 2020, 182 arrests in 2021, 150 arrests in 2022, and 160 arrests in 2023.

In the city of Costa Mesa, the number of motorcyclist fatalities has remained consistent over the past six years 2018(1), 2019 (2), 2020 (0), 2021 (1), 2022 (1), and 2023 (1). According to SWITRS (2020), the

City of Costa Mesa ranked 18th worst for total motorcycle injury crashes out of 61 other cities in our population group.

Pedestrians and bicyclists are the most vulnerable to injury and death when involved in a motor vehicle traffic crash. High visibility enforcement is a direct contribution to the decline in both bicycle and pedestrian fatal and injury traffic crashes. The Costa Mesa Police Department has investigated numerous pedestrian and bicycle fatal and injury traffic crash over the past five years. Those fatal traffic crash investigations include: two pedestrian fatalities in 2019, two pedestrian and two bicyclist fatalities in 2020, one pedestrian fatality in 2021, four pedestrian fatalities in 2022, and two pedestrian fatalities in 2023.

Street racing and sideshows continue to be a problem in Costa Mesa. Costa Mesa had one fatal traffic crash in 2019 when a car crashed during a street racing intersection takeover. There were 136 reported street racing incidents in Costa Mesa in 2020, 68 incidents in 2021, 61 incidents in 2022, and 65 incidents in 2023. The reduction in incidents can be attributed to the Costa Mesa Police Department's participation in the Orange County Strategic Enforcement Against Racing and Reckless Driving (STEARRD) taskforce, since 2021.

Police Department budgets and staffing levels have reduced the number of officers on the street enforcing traffic laws. In the past, the Costa Mesa Police Department was adversely affected by a decrease in sworn personnel. The Traffic Safety Bureau staffing was severely impacted. As of 2022, we are currently at 131 sworn officers of the fully authorized staffing level of 141 sworn officers. Of the 131 sworn officers, four are on long-term, injured-on-duty leave, with uncertain return to work dates. We currently have eight dedicated Traffic Officers, one Special Events Officer, one Traffic Investigator, and two Traffic Sergeants. The Costa Mesa Police Department Traffic Safety Bureau has had a dedicated, two-officer DUI enforcement team since January 2021. Due to staffing challenges, the two-man DUI team was disbanded in November 2023 to ensure there was adequate staffing for crash investigations. Losing our dedicated DUI team in November 2023 accounts for approximately 100 fewer DUI arrests in 2023 than the year prior.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:

- | | |
|--|--------------------|
| 1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release. | Target Number
1 |
| 2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen | 12 |

Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	12
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	10
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).	2
7. Send law enforcement personnel to the DRE Recertification training.	2
8. Send law enforcement personnel to SFST Instructor training.	1
9. Send law enforcement personnel to DRE Instructor training.	1
10. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	4
11. Conduct DUI Saturation Patrol operation(s).	23
12. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	27
13. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	4
14. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	2
15. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
16. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	4
17. Participate in highly visible collaborative DUI Enforcement operations.	4
18. Participate in highly visible collaborative Traffic Enforcement operations.	2
19. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	2
20. Utilize the oral fluid drug screening device at roadside to assist with identifying drug use during DUI investigations. Report on the use, accomplishments, or challenges associated with the use of the oral fluid drug screening device.	1
21. Send law enforcement personnel to a POST certified implicit bias training, such as; Implicit Bias and Community Policing, Principles Policing, or Beyond Bias.	2
3. METHOD OF PROCEDURE	
A. Phase 1 – Program Preparation (1st Quarter of Grant Year)	

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.
- Oral Fluid Drug Screening Devices - The Grantee agrees all personnel using road-side drug testing equipment, including oral fluid drug screening devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor’s office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Office of Traffic Safety) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

Media Requirements:

Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.

- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.

- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-25	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$205,000.00
402PT-25	20.600	State and Community Highway Safety	\$100,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-25	\$14,000.00	4	\$56,000.00
DUI Saturation Patrols	164AL-25	\$3,925.00	23	\$90,275.00
Collaborative DUI Enforcement	164AL-25	\$2,610.00	4	\$10,440.00
Benefits for 164AL - OT @ 23.82%	164AL-25	\$156,715.00	1	\$37,330.00
Traffic Enforcement	402PT-25	\$1,700.00	27	\$45,900.00
Distracted Driving	402PT-25	\$1,750.00	4	\$7,000.00
Motorcycle Safety	402PT-25	\$1,875.00	2	\$3,750.00
Pedestrian and Bicycle Enforcement	402PT-25	\$1,875.00	2	\$3,750.00
Street Racing and Sideshow Enforcement Operations	402PT-25	\$1,875.00	2	\$3,750.00
Collaborative Traffic Enforcement	402PT-25	\$1,875.00	2	\$3,750.00
Traffic Safety Presentation	402PT-25	\$490.00	4	\$1,960.00
Benefits for 402PT - OT @ 23.82%	402PT-25	\$69,860.00	1	\$16,641.00
Category Sub-Total				\$280,546.00
B. TRAVEL EXPENSES				
Travel Expenses	402PT-25	\$4,974.00	1	\$4,974.00
				\$0.00
Category Sub-Total				\$4,974.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-25	\$6,005.00	1	\$6,005.00
Oral Fluid Drug Screening Device	164AL-25	\$4,950.00	1	\$4,950.00
Lidar Device	402PT-25	\$2,175.00	3	\$6,525.00
Collaborative Meetings	402PT-25	\$500.00	4	\$2,000.00
Category Sub-Total				\$19,480.00
F. INDIRECT COSTS				
				\$0.00

Category Sub-Total				\$0.00
GRANT TOTAL				\$305,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel

Benefits for 164AL - OT @ 23.82% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.

Medicare 1.45%

Unemployment .16%

Workers Comp 10.47%

Other Comp 11.74%

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel

Traffic Safety Presentation - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.

Benefits for 402PT - OT @ 23.82% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.

Medicare 1.45%

Unemployment .16%

Workers Comp 10.47%

Other Comp 11.74%

TRAVEL EXPENSES

Travel Expenses - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include Lifesavers in Long Beach and the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

-

OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares,

PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).
Oral Fluid Drug Screening Device - Device to collect oral fluid sample to detect the presence of some drug categories in DUI investigations. Costs may include oral fluid device, printer, power supply unit and cable, system carrying case, and accessories. Each item must have a unit cost of less than \$5,000 (including tax and shipping).
Lidar Device - Light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement. Costs may include lidar devices, batteries, tax, and shipping.
Collaborative Meetings - Costs for law enforcement agencies to discuss traffic safety trends and plan collaborative operations. Costs may include food and beverages for attendees, additional costs may be included if approved by OTS. Adequate records including an agenda must be maintained.
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS <p>There will be no program income generated from this grant.</p> <p>Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.</p> <p>Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.</p>

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, ([23 U.S.C. 324 et seq.](#)), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee 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 the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 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, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

RESOLUTION NO. 2024-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, RATIFYING THE APPLICATION FOR A GRANT AWARD FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AND AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE ALL GRANT DOCUMENTS, AND ACCEPT AND ADMINISTER THE GRANT

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

WHEREAS, the California Office of Traffic Safety (OTS) has established the Selective Traffic Enforcement Program (STEP) grant with the objective of reducing the number of persons killed and injured in crashes involving alcohol and other primary collision factors; and

WHEREAS, OTS has allocated to the City of Costa Mesa \$305,000 in grant funds for the period of October 1, 2024 through September 30, 2025; and

WHEREAS, the City of Costa Mesa supports the Program goals and wishes to participate in the Program; and

WHEREAS, the City Council desires to authorize the City Manager or her designee to execute all grant documents and accept and administer the grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

Section 1. That the recitals contained in this Resolution are true and correct and incorporated herein.

Section 2. The City Council hereby ratifies the application for a STEP grant from the California Office of Traffic Safety and approves revenue and expense appropriations in the amount of \$305,000 respectively, for the 2024-25 OTS STEP Grant.

Section 3. The City Council hereby authorizes the City Manager or her designee is to execute all grant documents, including the grant agreement, accept and administer the grant, and take all steps necessary to implement this authorization and STEP requirements and objectives.

PASSED AND ADOPTED this 1st day of October, 2024.

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. 2024-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 1st day of October, 2024, 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 1st day of October, 2024.

Brenda Green, City Clerk



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-354

Meeting Date: 10/1/2024

TITLE:

SUBRECIPIENT AGREEMENT FOR THE 2023 URBAN AREA SECURITY INITIATIVE GRANT

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: DELCIE HYNES, EMERGENCY SERVICES MANAGER

CONTACT INFORMATION: DELCIE HYNES 714-754-5189

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager, or designee, to execute the Sub-Recipient Agreement with the City of Santa Ana for the FY 2023 Urban Areas Security Initiative (UASI) Grant Program.
2. Adopt Resolution No. 2024- XX which authorizes the application for, and acceptance of, funds under the Homeland Security Grant Program (HSGP) and the Urban Area Security Initiative (UASI) for the Fiscal Years 2023, 2024, and 2025 and authorizes the City Manager, Finance Director, Emergency Services Manager, or designee, to take all action necessary to obtain the funding within the permitted guidelines of the HSGP.

BACKGROUND:

In 2005, the cities of Anaheim and Santa Ana were selected as administrators of the Urban Area Security Initiative (UASI) Grant for the Anaheim/Santa Ana Urban Area jurisdiction. Each year, Anaheim and Santa Ana alternates as the lead agency responsible for the program cycle. Santa Ana, through the Santa Ana Police Department, is the lead agency for the FY 2023 UASI Grant. The City of Costa Mesa is within the Anaheim/Santa Ana Urban Area jurisdiction. As part of this Urban Area, the City of Costa Mesa is eligible to receive equipment or services purchased with grant funds or to receive reimbursement for purchases of authorized equipment, services, joint training exercises, and expenses related to overtime for training evolutions, upon prior written approval from Santa Ana.

The UASI Grant is a reimbursement grant, meaning cities must expend their own funds for eligible expenditures and then apply for reimbursement. In an effort to ensure each city does not expend funds for equipment, services, or training costs that are not allowable under the UASI Grant, each city is required to obtain prior written approval from the Emergency Management Bureau of the Santa Ana Police Department for expenditures it plans to submit for reimbursement.

The FY23 UASI grant performance period for the Anaheim/Santa Ana Urban Area is September 1, 2023 to May 31, 2026. The City of Costa Mesa is considered a sub-recipient and must establish eligibility to receive funds by submitting an eligibility package that includes a signed FY23 UASI Sub-

Recipient Agreement.

ANALYSIS:

If the City Council authorizes the City Manager, or designee, to enter into the Sub-Recipient Agreement, the City would be eligible to receive reimbursement in the event the City incurs eligible expenses during the grant period (August 14, 2024 to March 31, 2025).

The Police Department staff, with assistance from the Finance Department, will continue to track City expenditures associated with the grant parameters. If approved, the Police Department would process reimbursement requests with UASI grant staff on behalf of the City.

ALTERNATIVES:

The City Council could reject City participation in the UASI Grant Program. This approach would cause eligible expenses to be paid from the City's budget with no potential for reimbursement from the UASI Grant funds. The City Council could reject the resolution authorizing City Manager or designee to apply for and accept UASI and HSGP funding for FY 2023, 2024, and 2025. This approach would require Council to approve application for, and acceptance of, these grant funds yearly.

FISCAL REVIEW:

There is no fiscal impact associated with the actions of this staff report. Expenses incurred during the UASI grant period would be eligible for reimbursement.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and the agreement between the City of Santa Ana and the City of Costa Mesa and has approved them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

Participating in the UASI grant reimbursement programs supports City Council Goal 3 - Strengthen the public's safety and improve the quality of life.

CONCLUSION:

Staff recommends the City Council:

1. Staff recommends City Council authorize the City Manager, or designee, to execute the attached Sub-Recipient Agreement with the City of Santa Ana for the FY 2023 Urban Areas Security Initiative (UASI) Grant Program.
2. Staff recommends City Council adopt Resolution No. 2024- XX which authorizes the application for and acceptance of funds under the Homeland Security Grant Program (HSGP) and the Urban Area Security Initiative (UASI) for the Fiscal Years 2023, 2024, and 2025 and authorizes the City Manager, Finance Director, Emergency Services Manager, or designee, to take all action necessary to obtain the funding within the permitted guidelines of the HSGP.

AGREEMENT

SUB-RECIPIENT: CITY OF COSTA MESA

City Contract Number _____

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EXHIBITS

Exhibit A	CalOES FY2023 Grant Assurances
Exhibit B	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Exhibit C	Certification Regarding Lobbying

Agreement Number: _____

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR
FOR REIMBURSEMENT OF TRAINING COSTS
FOR FY2023 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF SANTA ANA
AND CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the CITY OF SANTA ANA, a municipal corporation (the "CITY"), and CITY OF COSTA MESA, a municipal corporation (the "SUB-RECIPIENT" or "Contractor").

W I T N E S S E T H

WHEREAS, CITY, acting through the Santa Ana Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2023 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2023 Urban Areas Security Initiative" from the federal Department Of Homeland Security(DHS) Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

U.S. Department of Homeland Security "Fiscal Year 2023 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
<https://www.fema.gov/print/pdf/node/652405>

California Office of Emergency Services "FY2023 Homeland Security Grant Program: California Supplement to Federal Program Guidance" <https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY2023-HSGP-State-Supplement.pdf>

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF SANTA ANA ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton,

University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY2023 UASI Grant of \$5,113,750 ("Grant Funds") to the CITY OF SANTA ANA, as a Core City, for use in the ASUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Santa Ana Police Department, Emergency Management Director ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2023 UASI Grant Funds throughout the ASUA, as further detailed in this Agreement ("Agreement") to CITY OF COSTA MESA ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 20 Civic Center Plaza, Santa Ana, CA 92702; and
- B. CITY OF COSTA MESA, a municipal corporation, having its principal office at 77 Fair Drive, Costa Mesa, CA 92626.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Santa Ana shall be, unless otherwise stated in the Agreement:

Jose Gonzalez, Commander
Santa Ana Police Department
Homeland Security Division
60 Civic Center Plaza
Santa Ana, CA 92702
Phone: (714) 245-8009
jgonzalez@santa-ana.org

- 2. The representative of CITY OF COSTA MESA shall be:

Name: _____

Title: _____

Sub Recipient Name: _____

Sub Recipient Address: _____

City _____ State: _____ Zip: _____

Phone: _____

E-mail: _____

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF SANTA ANA. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF SANTA ANA by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF SANTA ANA.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF SANTA ANA, unless otherwise exempted.

- A. Standard Assurances (Grant Assurances) in accordance with section 412A of this Agreement attached hereto as Exhibit A and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 412 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 412C of this Agreement and attached hereto as Exhibit C and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

I. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on 9/1/2023 and end on 3/31/2026 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB- RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY2023 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <https://www.fema.gov/authorized-equipment-list>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services,

and law enforcement agencies within the jurisdiction of the applicant;

2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more.
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property (including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i) use and condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.
8. All equipment obtained under this Agreement shall have an ASUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years.

Inventory shall also be taken prior to any UASI, State or Federal monitor visits.

10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
 11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.
 12. SUB-RECIPIENT shall contact the ASAUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASAUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.
- E. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES. A catalogue of Grantor approved and sponsored training courses is available at <https://cdp.dhs.gov/>.
 - F. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>.
 - G. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above.
 - H. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above.

III. PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Santa Ana UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§409. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Santa Ana, its officers, agents, employees, representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

§410. Conflict of Interest

A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a

director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
 2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.
- E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§411. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§412. Statutes and Regulations Applicable To All Grant Contracts

A. Compliance with Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit A. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB- RECIPIENT used in violation of the Grant Assurances.

- B. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY2023 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2023-0042; and identify the City of Santa Ana as the Pass-Through.

3. False Claims Act

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

4. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement.

Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

The Contractor agrees to provide SUB-RECIPIENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized

representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the SUB-RECIPIENT and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB- RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

a. Recovered Materials

SUB-RECIPIENT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

b. Domestic Preference for Procurements/ Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

SUB-RECIPIENT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a "Buy America" preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

6. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of

the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

7. Equal Employment Opportunity

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation

of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

8. Davis-Bacon Act

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

9. Copeland "Anti-Kickback" Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages* CITY OF COSTA MESA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. Environmental Standards

a. Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the SUB-RECIPIENT and understands and agrees that the SUB-RECIPIENT will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Control Act (33 USC 1251)

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the SUB-RECIPIENT and understands and agrees that the SUB-RECIPIENT will, in turn, report each violation as required to assure notification to the City of Santa Ana, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

12. Telecommunications

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the

meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

C. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2020 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of- State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures,

SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by SUB-RECIPIENT . If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to CITY OF COSTA MESA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

5. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds,

and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

§413. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§414. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and

allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.
4. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the CITY OF COSTA MESA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COSTA MESA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COSTA MESA data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COSTA MESA.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

F. No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-two (32) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and CITY OF COSTA MESA have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

ATTEST:

By: _____

JENNIFER L. HALL

City Clerk

THERESA BASS

City Clerk

RECOMMENDED FOR APPROVAL:

SUB-RECIPIENT
CITY OF COSTA MESA
UEI #VLGSYJVFJ4M7

By: _____

ROBERT RODRIGUEZ

Acting Chief of Police

By: _____

Printed Name _____

Title _____

APPROVED AS TO FORM:

APPROVED AS TO FORM

By:  _____

TAMARA BOGOSIAN

Senior Assistant City Attorney

By: _____

Printed Name _____

Title _____

CITY OF SANTA ANA

By: _____

ALVARO NUNEZ

City Manager

EXHIBIT A

California Governor's Office of Emergency Services FY2023 Grant Assurances (All HSGP Applicants)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or

- authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to

support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits

- discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
 - (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
 - (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
 - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
 - (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
 - (k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
 - (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the

Single Audit Act Amendments of 1996 and 2 C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the

- Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non- profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved

plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication.

Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM (HSGP) –
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2

C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must

comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the “Build America, Buy America” Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005.

Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a “Buy America” preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a “Buy America” preference under an infrastructure program in certain cases.

For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless a waiver is requested and approved.

40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Safety

The Applicant must comply with the requirements of section 12(c) of Executive Order 14074. The Applicant is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the

representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by DHS Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Authorized Agent Signature

Address: _____

Printed or Typed Name

Title

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

AGREEMENT NUMBER: _____

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF FUNDS UNDER THE HOMELAND SECURITY GRANT PROGRAM (“HSGP”) AND THE URBAN AREA SECURITY INITIATIVE (“UASI”) FOR THE FISCAL YEARS 2023, 2024, AND 2025 AND AUTHORIZING THE CITY MANAGER, DIRECTOR OF FINANCE, AND EMERGENCY SERVICES MANAGER TO TAKE ALL ACTIONS NECESSARY TO OBTAIN THE FUNDING WITHIN THE PERMITTED GUIDELINES OF THE HSGP.

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

WHEREAS, in 2005, the cities of Anaheim and Santa Ana were selected as administrators of the Urban Area Security Initiative ("UASI") Grant for the Anaheim/Santa Ana Urban Area jurisdiction. Each year, Anaheim and Santa Ana switch-off as the lead agency responsible for the program cycle; and

WHEREAS, Santa Ana, through the Santa Ana Police Department, is the lead agency for the FY 2023 UASI Grant; and

WHEREAS, the City of Costa Mesa is within the Anaheim/Santa Ana Urban Area jurisdiction. As part of this Urban Area, the City of Costa Mesa (the “City”) is eligible to receive equipment or services purchased with grant funds or to receive reimbursement for purchases of authorized equipment, services, joint training exercises, and expenses related to overtime for training evolutions, upon prior written approval from Santa Ana; and

WHEREAS, the UASI Grant is a reimbursement grant, which requires that cities must expend their own funds for eligible expenditures and then apply for reimbursement. Each city is required to obtain prior written approval from the Emergency Management Bureau of the Santa Ana Police Department for expenditures it plans to submit for reimbursement to ensure that the expenditures/costs are reimbursable; and

WHEREAS, the FY 2023 UASI grant performance period for the Anaheim/Santa Ana Urban Area is September 1, 2023 to May 31, 2026. The City of Costa Mesa ("City") is considered a sub-recipient and must establish eligibility to receive grant funds by

submitting an eligibility package that includes an executed FY2023 UASI Sub-Recipient Agreement; and

WHEREAS, the City desires to participate in the UASI Grant Program; and

WHEREAS, the City of Santa Ana, through the Santa Ana Police Department, a political subdivision of the State of California, will transfer to the City UASI Program grant funds, in arrears, as necessary to reimburse the City for reasonable and permissible expenditures for grant purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

Section 1. That the recitals contained in this Resolution are true and correct and incorporated herein.

Section 2. The City Council hereby approves the application for and acceptance of funds under the UASI Program and authorizes the City Manager, Director of Finance, or Emergency Services Manager to execute the attached Sub-Recipient Agreement with the City of Santa Ana for the FY 2023, 2024 and 2025 Urban Areas Security Initiative (UASI) Grant Program and further authorizes that they take all actions to implement this resolution, (within the permitted HSGP guidelines) to obtain the grant funds for Fiscal Years 2023, 2024, and 2025.

Section 2. The City Council hereby agrees:

- (a) The City will provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of the agreement shall be the responsibility of the City;
- (c) Grant funds shall not be used to supplant expenditures controlled by the City Council;
- (d) The City Council authorizes the City to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of the project cost, if any) to ensure proper planning, management and completion of the project described in the application; and

- (e) The City Manager is authorized to execute the agreement on behalf of the City.

PASSED AND ADOPTED this 1st day of October, 2024.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green
City Clerk

Kimberly Hall Barlow
City Attorney

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

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No.24-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 1st day of October, 2024, 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 1st day of October, 2024.



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-352

Meeting Date: 10/1/2024

TITLE:

INTRODUCTION AND FIRST READING OF AN ORDINANCE AMENDING TITLE 3 (ANIMAL REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE BY AMENDING CHAPTER I (IN GENERAL) AND CHAPTER VI (SPECIAL ANIMAL PERMIT) TO PROVIDE FOR BEEKEEPING AND TO CLARIFY APPEAL PROCEDURES FOR SPECIAL ANIMAL PERMITS, AND FINDING OF CATEGORICAL EXEMPTION FROM CEQA

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: STEPHANIE A. SELINSKE, LIEUTENANT

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

RECOMMENDATION:

Staff recommends the City Council introduce for first reading Ordinance No. 2024-XX amending Title 3 (Animal Regulations) of the Costa Mesa Municipal Code by amending Chapter I (In General) and Chapter VI (Special Animal Permit) to allow for the lawful keeping of bees and/or hives within the city and to clarify appeal procedures for special animal permits, and find the Ordinance Categorically Exempt from CEQA.

BACKGROUND:

The City of Costa Mesa Municipal Code (CMMC) 3-18, currently states it is unlawful for any person to have, keep, or maintain any hive or swarm of bees within the city. Presently, several cities in Orange County allow for the lawful keeping of bees and hives, including Fullerton, Santa Ana, and Irvine. On January 26, 2022, the Animal Services Committee voted to establish a Beekeeping Ad Hoc Committee to explore beekeeping with the intent to propose changes to CMMC 3-18 to allow for the keeping of bees in the City of Costa Mesa. On March 20, 2023, the Beekeeping Ad Hoc Committee submitted their findings and draft ordinance to the Animal Services Committee and staff. Based upon the Ad Hoc Committee's recommendation, the Animal Services Committee voted to send their findings and draft ordinance to City Council to receive and file for future review until such time either conflict over backyard beekeeping increased or popular support became evident. Recently, the Police Department and City Council have received public interest in a beekeeping ordinance. Utilizing the information provided by the Beekeeping Ad Hoc Committee and research by staff, the Police Department is recommending amendments to CMMC 3-18 to allow lawful beekeeping in the City of Costa Mesa.

ANALYSIS:

The recommended ordinance is modeled after the City of Fullerton. The Beekeeping Ad Hoc

Committee viewed Fullerton's ordinance as the appropriate balance among ease of administration, flexibility for beekeepers and avenues for enforcement to address complaints from neighbors or property owners.

This ordinance would allow for the keeping of domesticated bees with a permit issued through the Police Department's Animal Services Unit. Permits would only be issued in R-1 single-family residential zoning districts with lots of 3,000 square feet or greater to ensure proper spacing with other residences. Applicants wishing to obtain a beekeeping permit would be required to complete an application form, a property map indicating where the hive would reside, and provide proof of notification to adjacent property owners. Staff would review the application and issue a permit if it is determined the beehive(s) and bees would be kept and maintained without menacing the safety of any person or property.

Upon issuance of the permit, residents would be required to post appropriate signage on gates accessing the property, register their hives with the Agricultural Commissioner of Orange County, complete a beekeeper training course, and abide by the Costa Mesa Residential Beekeeping Best Practices guide.

Control measures have been established in the ordinance to allow for the revocation of a permit if the bees or hive become a public nuisance. This would include a complaint from a person residing on a neighboring property with proof of a medically certified allergy to the sting of bees. Additionally, permits are only valid for two years, allowing for reoccurring reviews and inspections by staff.

During the creation of this new ordinance, updates were recommended to the appeal procedures. In order to ensure that the beekeeping permit and special animal permit appeal procedures are in congruence, staff recommends that the municipal code be amended as well.

ENVIRONMENTAL ANALYSIS:

This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is exempt from CEQA because there is no possibility that the ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) A Notice of Exemption should be filed as authorized by CEQA and the State CEQA Guidelines.

ALTERNATIVES:

The City Council could elect not to approve the beekeeping ordinance and the City would continue with not allowing beekeeping within city limits.

FISCAL REVIEW:

There is no fiscal impact related to this ordinance.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

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

CONCLUSION:

Staff recommends the City Council:

Staff recommends that the City Council introduce for first reading the attached Ordinance No. 2024-XX amending Title 3 (Animal Regulations) of the Costa Mesa Municipal Code by amending Chapter I (In General) and Chapter VI (Special Animal Permit) to allow for the lawful keeping of bees and/or hives within the city and to clarify appeal procedures for special animal permits, and find the ordinance categorically exempt from CEQA review.

ORDINANCE NO. 24-XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA AMENDING TITLE 3 (ANIMAL REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE BY AMENDING CHAPTER I (IN GENERAL) AND CHAPTER VI (SPECIAL ANIMAL PERMIT) TO PROVIDE FOR BEEKEEPING AND TO CLARIFY APPEAL PROCEDURES FOR SPECIAL ANIMAL PERMITS, AND FINDING CATEGORICALLY EXEMPT FROM CEQA REVIEW

WHEREAS, the keeping of domesticated bees allows for preservation of domesticated bees which are essential to agriculture, preservation of habitat, cultivation of native plants and amelioration of climate change; and

WHEREAS, the City's Animal Services Committee has carefully considered potential rules and regulations relating to beekeeping and permit requirements with the input of the Police Department and has recommended a draft ordinance to the City Council for adoption; and

WHEREAS, the appeal procedure for appeals relating to special animal permits was revised in 2023, but clarification of the notice and hearing requirements is needed.

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

SECTION 1. Chapter I (IN GENERAL) of Title 3 (ANIMAL REGULATIONS), SECTION 3-18 (BEEKEEPING) of the Costa Mesa Municipal Code is hereby amended by read as follows:

3-18 Residential Beekeeping

3-18.1 Definitions:

Bee: Any insect of the superfamily Apoidea in the order Hymenoptera characterized by sucking and chewing mouthparts for gathering nectar and pollen, including domesticated bees.

Beehive: Any structure housing a bee colony or other colony of swarming insects, including domesticated hives.

Domesticated bee: Any stage of life of the common domesticated honeybee, but not including feral bees.

Domesticated hive: An artificial structure for the housing of domesticated bees that is manufactured for that purpose, containing up to ten (10) standard sized frames.

Requeen: The act of replacing the queen bee in a hive with a younger queen, a common practice in beekeeping to prevent bee swarming.

Swarm: A group of bees in a transitional state leaving their original hive, clustering and then leaving again to establish a new hive in a new cavity.

3-18.2 Intent

The intent and purpose of this section is to authorize backyard beekeeping subject to certain requirements intended to avoid problems that may otherwise be associated with backyard beekeeping in populated areas.

3-18.3 Regulation and Permitting of Beekeeping

(a) It is unlawful for any person to have, keep or maintain any hive or swarm of wasps, hornets, bees, or other swarming insects within the city.

(b) Subsection (a) shall not apply to:

(1) the keeping of flying insects within an educational institution for study or observation, or within a physician's office or laboratory for medical research, treatment, or other scientific purposes, provided they are not permitted to fly at large, or

(2) the keeping of domesticated bees after obtaining a permit from the Chief of Police or their designee as hereinafter provided.

3-18.4 Beekeeping permit requirements

(a) Permit Required.

(1) A Residential Beekeeping Permit is required for all domesticated hives.

(2) A property resident intending to keep, maintain and have in their possession and under their control a residential beehive is eligible to apply for a Residential Beekeeping Permit with the Police Department's Animal Services Unit.

(b) Application requirements.

(1) An application for a permit required pursuant to this chapter shall be made in writing to the police chief upon a form furnished by the city and shall be accompanied by an application fee in the amount set by the city council resolution.

(2) Applicant must provide proof of notification to adjacent property owners abutting the subject property regarding the submittal of a Residential Beekeeping Permit Application. Proof of notification shall include the following information:

- a) Copies of notification letter (provided by City with permit application)
- b) Neighbors signature acknowledging receipt of letter.
- c) Contact information (name, email address, and phone number); and
- d) Property address

(3) A validly obtained Residential Beekeeping Permit may be revoked at any time if the permit holder is found to be in violation of this Section or the Costa Mesa Residential Beekeeping Best Practices. Such revocation shall be in addition to any other remedy that may be pursued by the city pursuant to subsection (e) below.

- (4) Beehive Signage: The permittee shall comply with the following sign requirements:
- a) Location: All front yard gates/fences
 - b) Sign text- "Warning: Active Beehive."
 - c) Sign size: 12" x 24" minimum.
- (c) Property and Hive Requirements.
- (1) Domesticated hives are only permitted on properties designated within an R-1 Single Family Residential Zoning District.
 - (2) No domesticated hives may be maintained on a single-family residential property of less than three thousand (3,000) square feet.
 - (3) Single-family residential properties three thousand (3,000) square feet to seven thousand square feet are limited to one (1) domesticated hive.
 - (4) Single-family residential properties over seven thousand (7,000) square feet may be authorized to have up to two (2) domesticated hives.
 - (5) All domesticated bees shall be kept in domesticated hives consisting of moveable frames which shall be kept and maintained in sound and usable condition.
- (d) Registration, training and guidelines.
- (1) Domesticated hives shall be validly registered with the Agricultural Commissioner of the County of Orange, in accordance with Section 20943 of the California Food and Agriculture Code.
 - (2) All operators of domesticated hives shall maintain evidence of completion of a beginning beekeeper course.
 - (3) Domesticated hive management requirements. All domesticated hives must be maintained in conformity with the Costa Mesa Residential Beekeeping Best Practices guide.
 - (4) All above registration and training requirements must be completed within 60 days of permit issuance.
- (e) Public nuisance.
- (1) Bees or hives shall be considered a public nuisance subject to Title 20, Chapter 3 of this Code when any of the following occurs:
 - a) Hives are placed on property without first obtaining a Residential Beekeeping Permit.
 - b) Bees exhibit defensive or aggressive behavior or interfere with the normal use of adjoining properties.
 - c) Bees swarm due to failure to requeen or without response to contain or relocate within three (3) days.
 - d) Bees swarm without response to contain or relocate within twenty-four (24) hours.
 - e) Bees or hives do not conform to the Costa Mesa Residential Beekeeping Best Practices or the requirements of this section.
 - f) Hives are abandoned by resident bees or by the owner; or

- g) A complaint is received from a person residing on a neighboring property with proof of a medically certified allergy to the sting of bees.

3-18.5 Issuance of Beekeeping permit and renewal

(a) The Chief of Police or their designee may issue a permit for beekeeping if he determines such beehive(s) and bees, may be kept or maintained without menacing the safety of any person or property; provided, however, the Chief of Police may impose such conditions in granting a permit as they may deem necessary to protect the public.

(b) A residential beekeeping permit shall expire two (2) years from the date of issuance of the permit.

(c) The recipient of a residential beekeeping permit shall submit a new application to renew the permit prior to the expiration of the previous year's permit.

(d) Inspections: Subsequent to the approval of an initial residential beekeeping permit, City staff or their designee shall inspect the site to determine that the beehive(s) and bees comply with the permit requirements and zoning regulations.

3.18.6 Notice of action on permits

The applicant shall be notified in writing of the action of the Chief of Police or their designee in either granting or denying the permit, and if the application has been denied, the notice shall advise the applicant of their right to appeal as outlined in this ordinance. Service of the notice may be made by personal service or by registered mail. If service is made by mail, it shall be deemed complete upon deposit in the United States Mail directed to the applicant at their latest address shown on the application.

3.18.7 Revocation of Permit

The Chief of Police or their designee may for good cause, revoke any permit or modify any terms or provisions thereof, after an informal hearing, and may, in the event it is reasonably necessary to protect against an immediate threat to the public health or safety, suspend any permit or portion thereof without a hearing for a period not to exceed 30 days. The permittee shall be given at least three days' prior written notice of any such hearing.

3.18.8 Appeals from action of Police Chief

(a) If any person is aggrieved by any action of the Chief of Police or their designee taken pursuant to this chapter, such person may appeal to the city manager by filing with the city clerk a statement addressed to the city manager setting forth the facts and circumstances regarding the action or failure to act on the part of the Chief of Police or their designee. The city clerk shall notify the applicant in writing by registered mail of the time and place set for hearing the appeal. The city manager or their designee shall hold a hearing and determine the merits of the appeal, and may sustain, overrule or modify the action of the Chief of Police or their designee. The decision of the city manager or their designee shall be final.

(b) The right to appeal to the city manager from any action or decision of the Chief of Police under this chapter shall terminate upon the expiration of 15 days following the giving of notice to the applicant advising him of the action of the Chief of Police or their designee.

SECTION 2. Chapter VI (SPECIAL ANIMAL PERMIT) OF Title 3 (ANIMAL REGULATIONS), SECTIONS 3-148, 3-149 and 3-151 of the Costa Mesa Municipal Code are hereby amended to read as follows:

3-148. Notice of Action on Permit.

The applicant shall be notified in writing of the action of the Chief of Police or their designee in either granting or denying the permit, and if the application has been denied, the notice shall advise the applicant of their right to appeal to the city manager. Service of the notice may be made by personal service or by registered mail. If service is made by mail, it shall be deemed complete upon deposit in the United States Mail directed to the applicant at his latest address shown on the application.

3-149 Revocation, suspension of permit.

The Chief of Police or their designee may, for good cause, revoke any permit or modify any terms or provisions thereof, after informal hearing, and may, in the event it is reasonably necessary to protect against an immediate threat to the public health or safety, suspend any permit or portion thereof without hearing for a period not to exceed 30 days. The permittee shall be given at least three days' prior written notice of any such hearing.

3-151 Appeals from action of Police Chief

(a) If any person is aggrieved by any action of the Chief of Police or their designee taken pursuant to this chapter, such person may appeal to the city manager by filing with the city clerk a statement addressed to the city manager setting forth the facts and circumstances regarding the action or failure to act on the part of the police chief. The city clerk shall notify the applicant in writing by registered mail of the time and place set for hearing the appeal. The city manager or their designee shall hold a hearing and determine the merits of the appeal, and may sustain, overrule or modify the action of the Chief of Police or their designee. The decision of the city manager or their designee shall be final.

(b) The right to appeal to the city manager from any action or decision of the Chief of Police under this chapter shall terminate upon the expiration of 15 days following the giving of notice to the applicant advising him of the action of the Chief of Police or their designee.

SECTION 3. CEQA. This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is exempt from CEQA because there is no possibility that the ordinance or its implementation would have a significant negative effect on the environment. (14 Cal.

Code Regs. § 15061(b)(3).) The City Clerk may cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 4. SEVERABILITY. The City Council declares that should any provision, section; paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this ordinance shall remain in full force and effect.

SECTION 5. This ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code section 36937.

SECTION 6. The City Clerk of the City of Costa Mesa shall certify the passage of the ordinance and shall cause the same to be posted in the manner required by law.

PASSED AND ADOPTED this ____ day of _____ 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

I, _____, City Clerk of the City of Costa Mesa, California, do hereby certify that the foregoing ordinance was regularly introduced at a regular meeting of the City Council held on the ____ day of ___, 2024, and adopted by the City Council of the City of Costa Mesa, California, at a regular meeting thereof held on the ____ day of ___, 2024, by the following vote of the City Council:

City Clerk



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-355

Meeting Date: 10/1/2024

TITLE:

AMENDMENTS TO PROFESSIONAL SERVICES AGREEMENTS WITH SPIN AND FAMILIES FORWARD TO EXPAND EVICTION PREVENTION SERVICES FOR COSTA MESA RESIDENTS

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER

CONTACT INFORMATION: NATE ROBBINS, 714-754-5274

RECOMMENDATION:

Staff recommends the City Council:

1. Approve Amendment No. One to the Professional Services Agreement with Families Forward, amending the Scope to allow eviction prevention services for Costa Mesa residents.
2. Approve Amendment No. One to the Professional Services Agreement with Serving People In Need (SPIN), amending the Scope to allow eviction prevention services for Costa Mesa residents.
3. Authorize the City Manager and City Clerk to execute all agreements and any amendments to the agreements.

BACKGROUND:

On November 7, 2023, the City Council voted to adopt Urgency Ordinance No. 2023-04, Just Cause Residential Tenant Protections, and declaring the Ordinance to be an emergency measure to take effect immediately upon adoption. The Ordinance codified the provisions of Assembly Bill 1482 (AB1482) and Senate Bill 567 (SB567), and further increased tenant protections by requiring property owners to notify the City within 72 hours of serving a tenant a no-fault just cause eviction and required property owners to pay relocation assistance.

In addition to adopting the Ordinance, the City Council appropriated \$300,000 in American Rescue Plan Act (ARPA) funds to be awarded to SPIN and Families Forward for the provision of supplemental case management and financial assistance exclusively for Costa Mesa households facing no-fault evictions. Specific services available through this program include:

- Up to \$500 for moving-related expenses (i.e., moving van, dumpster rental, boxes, etc.).
- Financial assistance related to move-in expenses (i.e., application fees, holding fees, security

deposit, utility deposit, etc.).

- Up to three (3) months of rental assistance to ensure financial stability.
- Ongoing case management and connection to benefits/resources to ensure housing stability.

The Professional Services Agreements with SPIN and Families Forward went into effect on April 2, 2024. Between March 26, 2024, and September 17, 2024, the City received eleven (11) notifications from property owners regarding no-fault evictions. Of the eleven (11) notifications:

- Two (2) were not applicable as they involved a breach of the lease;
- Five (5) were voided due to non-compliance with the requirements of the Ordinance; and
- Four (4) were upheld, which resulted in the eviction of ten (10) total housing units.

Of the ten (10) households facing no-fault eviction, only four (4) requested supplemental financial assistance and were subsequently referred to SPIN and Families Forward. In serving these four (4) households, SPIN and Families Forward have expended less than \$7,000 of the \$300,000 they were awarded, leaving an available balance of approximately \$293,000.

ANALYSIS:

Costa Mesa Housing Data

According to the 2023 American Community Survey (ACS), Costa Mesa has approximately 44,000 housing units, of which 60 percent (26,400 units) are renter-occupied. For the 26,400 rental units, the median gross rent in Costa Mesa is \$2,458, with the average 2- and 3-bedroom units approaching and exceeding \$3,000, respectively. Rental rates in Costa Mesa are significantly higher than the national average of \$1,564/month, and just slightly lower than the Orange County average of \$2,678/month. Recent studies show nearly half of renters in Costa Mesa experience housing cost burdens that exceed 30-percent of their gross income, and over a quarter of renters experience severe housing cost burdens that exceed 50-percent of their gross income.

Costa Mesa Rental Assistance

Between June 21, 2022, and June 18, 2024, the City Council awarded Mercy House \$2,050,000 (\$1,550,000 in ARPA funds and most recently in June 2024, \$500,000 in FEMA funds) to provide rental assistance to Costa Mesa residents at risk of eviction due to non-payment of rent. To date, Mercy House has assisted 121 households (278 individuals) with supplemental financial assistance to keep families in their homes. Mercy House has adequate funding to assist the 35 households currently enrolled in the Program. However, they have received requests from over 60 households, which their remaining balance of funds is unable to support. As such, Mercy House has ceased taking new referrals for rental assistance and anticipates exhausting all funding before the end of the calendar year.

Proposed Amendments

As discussed above, SPIN and Families Forward have expended less than \$7,000 of the \$300,000 they were awarded to provide rental assistance to households facing no-fault eviction. The proposed amendments to the agreements with SPIN and Families Forward would also allow assistance to Costa Mesa households at or below 50% AMI, and who are at *imminent* risk of eviction (i.e., received a 3-day notice to pay or quit) due to non-payment of rent. Salient components of the proposed

amendments to the eviction prevention program include:

- Referrals to be made by a Costa Mesa Community Outreach Worker
- Maximum amount of rental arrears is \$10,000 per household
- Maximum term of rental assistance is six (6) months
 - Participating households will be reassessed after three (3) months to determine if continued assistance is needed

Projected Accomplishments

The balance of unexpended funds between both providers is approximately \$293,000. SPIN has a remaining balance of \$109,500 and anticipates assisting 5-10 households. Families Forward has a remaining balance of \$178,765 and anticipates assisting 10-15 households. Combined, the providers estimate assisting 15-25 households with short-term rental assistance to prevent eviction due to non-payment of rent.

ALTERNATIVES:

The City Council can choose to maintain the current program parameters to only assist Costa Mesa households who have been served a no-fault eviction.

FISCAL REVIEW:

There is no impact to the General Fund (Fund 101). American Rescue Plan Funds (ARPA) funding in the amount of \$300,000 was approved by City Council on November 7, 2023, and appropriated in the Housing Authority Fund (Fund 222).

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Diversify, Stabilize and Increase Housing to Reflect Community Needs

CONCLUSION:

Staff recommends the City Council:

1. Approve Amendment No. One to the Professional Services Agreement with Families Forward, amending the Scope to allow eviction prevention services for Costa Mesa residents.
2. Approve Amendment No. One to the Professional Services Agreement with Serving People In Need (SPIN), amending the Scope to allow eviction prevention services for Costa Mesa residents.
3. Authorize the City Manager and City Clerk to execute all agreements and any amendments to the agreements.

**AMENDMENT NUMBER ONE TO
PROFESSIONAL SERVICES AGREEMENT
WITH
SERVING PEOPLE IN NEED, INC. (SPIN)**

This Amendment Number One ("Amendment") is dated August 1, 2024, ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City") and SERVING PEOPLE IN NEED, INC. (SPIN), a tax-exempt corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement on April 2, 2024 for Consultant to perform supplemental rental assistance services on an as needed basis; and

WHEREAS, City desires to amend Section 1.1 of the Agreement, "Scope of Service," to allow Consultant to provide targeted rental assistance and case management services to prevent eviction for housed families with Costa Mesa affiliation by providing up to six (6) months rental assistance per household; and

WHEREAS, the amendment of Section 1.1 will not result in an increase in compensation under Section 2.1 of the Agreement; and

WHEREAS, City and Consultant now desire to amend the Scope of Services; and

WHEREAS, City and Consultant intend and desire that this Amendment Number One be retroactive to the Effective Date.

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

1. This Amendment shall be retroactive to the Effective Date.
2. This Amendment One to the Agreement amends the Scope of Services to include targeted rental assistance and case management services to prevent evictions for housed families within the City of Costa Mesa in addition to performing supplemental rental assistance services on an as-needed basis.
3. Exhibit "A" of the Agreement, dated November 3, 2023, shall be deleted in its entirety and replaced with the updated Scope of Work, dated September 4, 2024, attached hereto as Exhibit "A."
4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.
5. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.

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

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

CONSULTANT

Signature Date: _____

Name and Title

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager Date: _____

ATTEST:

Brenda Green
City Clerk Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management Date: _____

APPROVED AS TO CONTENT:

Nate Robbins
Assistant City Manager

Date: _____

PURCHASING APPROVAL:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
UPDATED SCOPE OF WORK



September 4, 2024

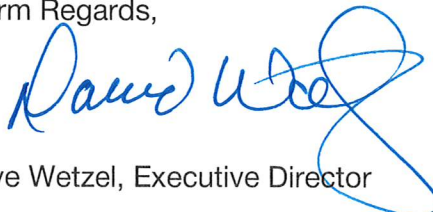
Nate Robbins
Neighborhood Improvement Manager
City of Costa Mesa

Dear Nate,

Thank you for re-evaluating the terms of our grant with the City of Costa Mesa. We propose the following modifications:

Program	Eviction Prevention
Contact	David Wetzel
Location	Costa Mesa Affiliated
Program Goal	Ensure that a minimum of five and up to ten families maintain their housing when facing or at risk of eviction by providing financial assistance and case management support
Scope of Work	
<div>1. Provide targeted rental assistance and case management to prevent eviction for housed families with Costa Mesa affiliation</div> <div>2. Support families that earn below 50% of Orange County, CA AMI (<\$45,200 per year)</div> <div>3. Provide up to 6 months rental assistance per household<div><div>Up to \$10,000 per household in rental arrears</div><div>Monthly rent payments for up to 3 months</div><div>If further assistance is needed after 3 months, complete a case reassessment then provide up to 3 additional months' rent at 80%</div></div></div> <div>4. Support 5-10 families depending on individual household needs and circumstances</div> <div>5. Provide case management on a monthly basis, and ensure families are connected to a supportive community</div>	
Program: Costa Mesa will screen all households, complete documentation and paperwork, and do a warm hand off to a SPIN Case Manager. SPIN's case manager will meet with the head of household, conduct an initial interview and planning session, then support the household for the next three to six months with rental assistance and case management support.	
Budget	
Rental Assistance and/or Rental Arrears Payment	\$99,900
Administrative (10%)	\$10,100
Total	\$110,000

Warm Regards,


Dave Wetzel, Executive Director

**AMENDMENT NUMBER ONE TO
PROFESSIONAL SERVICES AGREEMENT
WITH
FAMILIES FORWARD, INC.**

This Amendment Number One (“Amendment”) is dated August 1, 2024, (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”) and FAMILIES FORWARD, INC. a 501(1)(3) organization (“Consultant”).

WHEREAS, City and Consultant entered into an agreement on April 2, 2024 for Consultant to perform supplemental rental assistance services on an as needed basis; and

WHEREAS, City desires to amend Section 1.1 of the Agreement, “Scope of Service,” to allow Consultant to also utilize the funds for eviction prevention services as well as providing supplemental rental assistance services; and

WHEREAS, the amendment of Section 1.1 will not result in an increase in compensation under Section 2.1 of the Agreement; and

WHEREAS, City and Consultant now desire to amend the Scope of Services; and

WHEREAS, City and Consultant intend and desire that this Amendment Number One be retroactive to the Effective Date.

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

1. This Amendment shall be retroactive to the Effective Date.
2. This Amendment One to the Agreement amends the Scope of Services to include No-Fault Eviction and Eviction Prevention Services in addition to performing supplemental rental assistance services on an as-needed basis.
3. Exhibit “A” of the Agreement shall be deleted in its entirety and replaced with the updated Scope of Work attached hereto as Exhibit “A.”
4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.
5. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.
6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

CONSULTANT

Signature

Date: _____

Name and Title

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Nate Robbins
Assistant City Manager

Date: _____

PURCHASING APPROVAL:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
COSTA MESA NO-FAULT EVICTION PREVENTION AND EVICTION PREVENTION
SCOPE OF WORK

Costa Mesa No-Fault Eviction Prevention and Eviction Prevention

Proposed Scope of Work

I. Description of Work

Families Forward will provide 8-10 families (approximately 28-35 individuals) with housing navigation and case management services which includes individualized support for families in Costa Mesa seeking to locate housing, prevent eviction, improve financial stability, and create a sustainable future for their children.

No-Fault Eviction: Families Forward's Housing Partner Team will locate appropriate housing opportunities, primarily in the city of Costa Mesa. The Families Forward team comprising of Case Managers and Housing Partner Specialists will partner with Costa Mesa's outreach staff to connect families with these opportunities, facilitating communication with landlords as necessary. Families Forward's service menu will include trauma-informed, Housing First focused case management, housing navigation, housing placement and stabilization, tenant education, connection to community resources, as needed. The program is designed to assist families with financial assistance towards obtaining new housing including security deposit, rental assistance, moving costs and more, while providing skills and tools to ensure long-term housing sustainability.

Eviction Prevention: Families Forward is proposing to provide Costa Mesa residents meeting 50% Area Median Income and are at risk of eviction with direct financial assistance, including but not limited to rental assistance and security deposits, and case management. Families Forward will aim to intervene before the families become homeless, providing the tools and resources needed to maintain their current housing, through the guidance of a trained Case Manager. These Costa Mesa families will also benefit from the expertise of Families Forward's Career Coaches who will help them hone the skills necessary to increase their income.

These Housing Programs are designed to financially assist families for a short period of time, averaging 3 months, as they regain financial independence and take steps toward housing stability. During this time, families have access to a wide range of supportive services, including case management based in Progressive Engagement model, weekly food pantry visits, mental health counseling, career coaching, and seasonal programs that provide school supplies in August, ingredients for a Thanksgiving Meal and gifts during the winter holidays.

Families Forward would be responsible for all financial payments such as cutting checks or otherwise paying for security deposit, rent, moving costs, or storage. Families Forward will take the lead in collecting all necessary documentation such as W-9 forms from landlords to facilitate payment. Financial support shall not exceed \$10,000 in rental arrears, 3 months of rental assistance, up to \$500 in moving assistance, and security deposit assistance.

II. Eligibility

Costa Mesa families will be directly referred by City of Costa Mesa outreach staff. Families are either experiencing no fault evictions, in need of eviction homeless prevention, and may be seeking to relocate to new housing opportunities.

III. Work Plan/Division of Labor

Families Forward will be responsible for the following duties before a client is housed:

- Locating, assessing, and securing housing opportunities in and near Costa Mesa;
- Developing and sustaining relationships with landlords that will rent to residents affected by no-cost evictions;
- Partnering with City of Costa Mesa staff to match affected residents with appropriate housing opportunities;
- Facilitating communications between prospective tenants and landlords;
- Conducting any income verification or other necessary data collection from clients to determine eligibility for program participation;
- Collecting and processing all documentation from the landlord or other vendors to facilitate payment;
- Providing financial payment via check to landlord and other relevant vendors.

Families Forward will be responsible for the following duties after a client is housed:

- Providing ongoing tenant education to set up the family for success now and in the future;
- Supporting the Costa Mesa Case Manager in communication with landlord if necessary;
- Augmenting the case management work of Costa Mesa when needed;
- Using our Care Team model, providing other supportive services such as career coaching, counseling, financial literacy education, food pantry access, tangible seasonal resources such as backpacks, Thanksgiving meals, or holiday gifts, and referrals, as needed and as capacity allows;
- Providing additional, ongoing financial payment to landlord as previously agreed upon.

The City of Costa Mesa will be responsible for identifying prospective clients and will serve as the lead case manager and point of contact for all clients. Costa Mesa staff will take the lead on requesting additional support from the Families Forward team when needed.

Families Forward and the City of Costa Mesa will conduct meetings and other communication as often as needed to ensure effective shared case management, division of labor, and service delivery. Some initial meetings will be held between Costa Mesa and Families Forward staff to refine and finalize the scope of work, work plan, and division of labor.

IV. Measurement Tools

Program services and outcomes will be tracked in several ways depending on the specific data type.

Activity:	Measurement Tool:
Housing Navigation	Number of families successfully moved into housing, services, case notes
Case Management	Case notes, services, goal tracking, resource connection
Financial Assistance	Schedule of rent payments sheet, billing information, services, case notes
Program Referrals	Services/Case notes

V. Budget

The budget below is a high-level estimation of how the available funding for this project will be allocated. Any indirect expenses are subsumed into administrative costs.

Financial assistance spent to date, 9/12/24, is \$6,235.00 with a remaining \$123,765.00 remaining to spend.

Financial Assistance	\$130,000
Housing Partner Team	\$25,000
Case Management	\$20,000
Administration -- Data	\$2,500
Administration -- Finance	\$7,500